

AGENDA

Notice is hereby given of a meeting of the Board of Commissioners of Burkburnett to be held on **Monday, May 16, 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- Paul Fisher, Associate Pastor of Students, First Baptist Church.

Item 3. Pledge of Allegiance.

Item 4. CONSENT AGENDA:

A. Approval of Minutes from April 18, 2016

Item 5. Mayor to close regular meeting and open "Public Hearing" for the following Planning & Zoning Commission Case:

A. Case #2016-28, re-zone application for 1219 thru 1318 of Danberry, block rezoned as a carport overlay district.

Item 6. Mayor to close Public Hearing and reopen the regular meeting and take any action necessary on Planning & Zoning Commission Cases:

A. Case #2016-28, re-zone application for 1219 thru 1318 of Danberry, block rezoned as a carport overlay district.

Item 7. Ordinance Number 897. An ordinance approving a negotiated settlement between the Atmos cities steering committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2016 rate review mechanism filings and approving a settlement agreement.

Item 8. Discuss and take any action necessary on site plan for Burkburnett Independent School District Evans Elementary Campus.

Item 9. Resolution Number 608. A Resolution to approve a Fixed Price Right of Way Local Project Funding Agreement with the Texas Department of Transportation for the State Right-of-Way as part of the Highway 240, Gresham Road Project.

Item 10. Discuss and take any action necessary on Interlocal agreement between the City of Burkburnett and Wichita County for performance of governmental functions and services, including streets, road and drainage, and other governmental functions.

Item 11. Discuss and take any action necessary on appointment to Planning and Zoning Board.

Item 12. Review of monthly reports.

A. Public Works

- 4th of July Celebration – July 2nd

Item 13. 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 13. City Manager’s report.

- City Manager- TML Leadership Academy May 18th – 20th
- Boomtown Bay Family Aquatic Opening – May 28th
- City Hall Closed – Monday, May 30th

Item 14. 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;

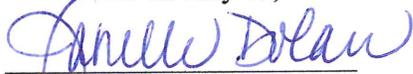
*A reminder about an upcoming event organized or sponsored by the governing body;

*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 15. 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 11:00 a.m. on May 13, 2016 in compliance with the Open Meeting Act Chapter 551.



Janelle Dolan, City Clerk

Posted 5/13/16 @ 11:00 am

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, April 18, 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 |
| Don Hardy | Commissioner |
| Marguerite Love | Commissioner |
| Mike Tugman | Commissioner |

Others present: Mike Whaley, City Manager; Trish Holley, Director of Administration; Gordon Smith, Director of Public Works; Gary Robinett, Economic Development Director; Ed Stahr, Police Chief and Mike Guevara, Shahan, Guevara, Decker and Arrott, Attorneys at Law.

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

Item 2. Invocation was given by Commissioner Hardy.

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

Item 4. Consent Agenda.

A. Approval of Minutes from March 21, 2016

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

Item 5. Mayor Law stated that on the advice of the City Attorney, after receiving a petition at 2:46 pm this afternoon, he was going to close the meeting at 7:03 p.m. and go into an Executive Session pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code; the Board of Commissioners may convene in Executive Session regarding the following:

A. SECTION 551.071 – Consultation with Attorney

Mayor Law reconvened the regular meeting at 7:29 p.m. and Mike Whaley, City Manager, addressed the Mayor and Commissioners and stated as it pertains to the Certificates of Obligation 2016 Series, for issuance of debt for the Police Department Complex, the City did receive a petition today at 2:46 p.m. He stated Mike Guevara, City Attorney, will explain about validating the petition. Mike Guevara, addressed the Mayor and Commissioners, and stated the petition that was received contains the printed names and signatures on most of the lines, an address, and the date the individuals signed the petition. The petition does note that it is regarding the bond for the police station. Mr. Guevara stated that the validation of the petition or validity of petition signatures is addressed in the Election Code Sec. 277.002. **VALIDITY OF PETITION SIGNATURES.** (a) For a petition signature to be valid, a petition must:

(1) contain in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and, if the territory from which signatures must be obtained is situated in more than one county, the county of registration;

(C) the signer's residence address; and

(D) the date of signing; and

(2) comply with any other applicable requirements prescribed by law.

Mr. Guevara stated the petition lacks the signer's date of birth and/or voter registration number and based on the fact that it is lacking one of the provisions required by the Election Code Sec. 277.002 it is not valid.

Mr. Whaley then introduced David Medanich, Hilltop Securities, who addressed the Mayor and Commissioners and reported a competitive bond sale was completed today for \$4,650,000 for Certificates of Obligations. Mr. Medanich stated SAMCO submitted the lowest bid with a 2.56% interest rate. Mr. Medanich stated they were particularly pleased the City received this interest rate.

Motion was made by Commissioner Brewster, seconded by Commissioner Lindborn to approve Ordinance Number 896 Police Complex Certificates of Obligation Series 2016. Motion carried unanimously.

Item 6. Mr. Whaley addressed the Mayor and Commissioners and stated plans and specifications for the New Gateway Monument were prepared and circulated by the architectural firm Bundy, Young, Sims, & Potter. Three bids for the proposed entry way signs were received and opened on Thursday April 7th. The low bidder was McLain Construction with the low bid of \$159,000. The Burkburnett Development Corporation had agreed to fund the project not to exceed \$180,000, so, the low bid is within budget for the project. The anticipated construction time is approximately 150 days.

Motion was made by Commissioner Lindenborn, seconded by Commissioner Hardy to award the bid to McLain Construction not to exceed \$180,000.

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

Abstained: Commissioner Tugman

Motion carried.

Item 7. Resolution Number 605 was presented in its entirety. A resolution directing ONCOR Electric Delivery Company, LLC concerning just and reasonable rates. Mr. Whaley addressed the Board and Commissioners and stated that with the recent Public Utility Commission of Texas (“Commission”) proceedings related to approval of conversion of Oncor into a Real Estate Investment Trust (“REIT”) resulted in the Commissioners’ desire to share \$200 million to \$250 million in annual federal income tax (“FIT”) savings with Oncor ratepayers. Since the proceeding involving a change of ownership and control of Oncor was not a rate case, the Commission had no jurisdiction to order a reduction in rates. The new owners of Oncor indicated an intent to file a rate case in mid-2017 to become effective in 2018. Believing that a two year wait to factor FIT savings into rates was too long to wait, the Steering Committee of Cities served by Oncor decided to initiate a rate case against Oncor. Mr. Whaley stated the Steering Committees served by Oncor recommend passing this resolution to request Oncor file for rate savings based on this information sooner than they expected to file.

Motion was made by Commissioner Ducos, seconded by Commissioner Love to approve Resolution Number 605 as presented. Motion carried unanimously.

Item 8. Mr. Whaley addressed the Mayor and Commissioners and stated Perdue, Brandon, Fielder, Collins, and Mott received bids for 3 delinquent properties currently stricken off to the City of Burkburnett.

| | Bid | Min. Bid |
|---------------|---------|------------|
| 133 N Ave F | \$8,000 | \$9,687.83 |
| 122 W 1st St. | \$2,000 | \$3,779.25 |
| 109 S Ave B | \$2,000 | \$8,359.99 |

If bids are accepted, because they are lower than the minimum required bid, we would still have to seek approval from both Wichita County and the BISD.

Motion was made by Commissioner Brewster, seconded by Commissioner Ducos to accept the minimum bids on the delinquent properties.

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

Nays: Commissioner Tugman

Motion carried.

Item 9. Mayor Law closed the meeting at 7:43 p.m. and opened the Executive Session pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code; the Board of Commissioners may convene in Executive Session regarding the following matters:

A. SECTION 551.074(a)-Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

a. City Manager Evaluation Report

Item 10. Mayor Law reconvened the regular meeting at 9:26 p.m. No action was taken.

Item 11. Review of monthly reports.

A. Public Works – Gordon Smith, Director of Public Works, provided an update on the water meter replacements and resin replacement projects.

Item 12. No public comments.

Item 13. City Manager comments.

- TML Region 5 Meeting – April 21, 2016, 6 pm @ Bowie
- Early Voting – April 25-29 8am – 5pm & May 2-3 7am-7pm @ City Hall
- Relay for Life – May 14, 2016, 4-10 pm

Item 14. No Commissioner comments.

Item 15. Motion was made by Commissioner Tugman, seconded by Commissioner Hardy to adjourn. Motion carried unanimously.

Carl Law, Mayor

ATTEST:

Janelle Dolan, City Clerk



City Commission Agenda Memo

From: Gordon Smith, Director of Public Works

Date: May 6, 2016

Item: Rezone Application: Carport Overlay District-1219 thru 1318 Danberry Street

Background

The application was presented by David Woods owner of the property located at 1310 Danberry. This request is to allow for a carport overlay district on Danberry Street from 1219 thru 1318 Danberry as shown on the attached map.

Public Notices as required by the Zoning Ordinance were sent to the proposed district and all properties 200 feet adjacent to the proposed district. Also, the required amount of signatures (75%) for the petition was satisfied and ownership was verified by City Staff. Sixteen (16) out of the twenty (20) total property owners on the block have signed the petition requesting the carport overlay district.

On May 2, 2016 the Planning and Zoning Board met and staff presented the information for review. Mr. Woods was in attendance. The Board discussed the case and consider the overall evaluation of the request.

A motion was made and seconded for approval of the zoning change request. Chairman Tim Cornelius took a vote. The vote was 3-0 in favor of approving the request.

Three (3) members were in attendance meeting the requirement for a quorum.

Zoning Ordinance

The request follows the guidelines as set forth by the Zoning Ordinance.

Comprehensive Plan

N/A

Subdivision Ordinance

N/A

Staff Recommendation

Approval

Attachments

Application

Petition

Area map

CITY OF BURKBURNETT
REZONING APPLICATION

OFFICE USE:

CASE NO. 2016-28

FEE PAID \$150.00

PROPERTY ADDRESS: 1310 DANBERRY
LEGAL DESCRIPTION: _____
LOT (S) BLOCK SECTION SUBDIVISION

AREA IN ACRES _____

PRESENT ZONING CLASSIFICATION SF-6 PROPOSED ZONING CARPORT-OVERLAY

PRESENT USE _____

PROPOSED USE _____

REASON FOR REQUEST TO BE ABLE TO CONSTRUCT A CARPORT IN FRONT

NAME OF APPLICANT DAVID Woods

ADDRESS 1310 Danberry St. Burkburnett

PHONE # 940-781-9906

I hereby certify that all information contained herein is true and correct, and that all required submissions (see reverse) have been submitted.

SIGNATURE OF APPLICANT David R. Wood DATE 4-8-16

SIGNATURE OF PROPERTY OWNER David R. Wood DATE 4-8-16

NOTE: SEE REVERSE SIDE FOR INSTRUCTIONS
Attach PUD application for a Planned Unit Development

PERMIT (To be completed by the Planning Department)

The rezoning request is hereby approved based on Ord. No. _____

The rezoning request is hereby disapproved by City Council on _____

Director of Planning _____ Date _____

City of Burk Burnett

Carpport Overlay district (CP) Request form

Note: All property owners should verify deed restrictions regarding carports prior to signing

| Property Address | Property Legal Description | Property Owner | Contact Number | Signature |
|-------------------|--|---------------------------------------|----------------|-----------|
| 1219 Danberry St. | LOT 27 W 5' LOT 28 BLK 2 HENDERSON SEC 2 | KNOWLES, PAUL JAMES & HATTIE MARIE | 434 0237 | |
| 1221 Danberry St. | LOT 28 LESS W 5' BLK 2 HENDERSON SEC 2 | CLOW, ROBERT & CHASTEEN | 807 1206 | |
| 1223 Danberry St. | LOT 29 BLK 2 HENDERSON SEC 2 | KOSHEBA, DEBRA | 733-2441 | |
| 1225 Danberry St. | LOT 30 BLK 2 HENDERSON SEC 2 | DURHAM, DARRELL L ETUX ANN E | 869-2959 | |
| 1227 Danberry St. | LOT 31 BLK 2 HENDERSON SEC 2 | WILLARD, RICHARD L ETUX RITA J | 4782-3365 | |
| 1229 Danberry St. | LOT 32 BLK 2 HENDERSON SEC 2 | RILEY, WILLIAM V ETUX NICKIE S | 733-4236 | |
| 1231 Danberry St. | LOT 33 BLK 2 HENDERSON SEC 2 | TOMS, DAVID W | X 9631-4225 | |
| 1301 Danberry St. | LOT 18 BLK 1 HENDERSON SEC 3 | GRIGGS, STEPHEN N & GWENDOLYN Y | 940 237 3838 | |
| 1303 Danberry St. | LOT 19 BLK 1 HENDERSON SEC 3 | CLINE, DONALD E | 940 569. 2489 | |
| 1305 Danberry St. | LOT 20 BLK 1 HENDERSON SEC 3 | FEDERAL NATIONAL MORTGAGE ASSOCIATION | | |
| | | | | |
| | | | | |
| | | | | |



City of Burk Burnett

Carpport Overlay district (CP) Request form

Note: All property owners should verify deed restrictions regarding carports prior to signing

| Property Address | Property Legal Description | Property Owner | Contact Number | Signature |
|-------------------|------------------------------|---------------------------------------|----------------|-----------|
| 1300 Danberry St. | LOT 10 BLK 5 HENDERSON SEC 2 | PARKER, JAMES | 940-867-7147 | |
| 1302 Danberry St. | LOT 9 BLK 5 HENDERSON SEC 2 | FEDERAL NATIONAL MORTGAGE ASSOCIATION | | |
| 1304 Danberry St. | LOT 8 BLK 5 HENDERSON SEC 2 | POGUE, SCOTT N | 940-642-8907 | |
| 1306 Danberry St. | LOT 7 BLK 5 HENDERSON SEC 2 | BLAND, TONY W ETUX LORI L | 940-337-5599 | |
| 1308 Danberry St. | LOT 6 BLK 5 HENDERSON SEC 2 | CLEVELAND, LARRY W | 940-636-8854 | |
| 1310 Danberry St. | LOT 5 BLK 5 HENDERSON SEC 2 | Woods, David & Stephanie | (940) 781-9906 | |
| 1312 Danberry St. | LOT 4 BLK 5 HENDERSON SEC 2 | MONTALTO, PAUL ETUX COLLEEN | | |
| 1314 Danberry St. | LOT 3 BLK 5 HENDERSON SEC 3 | Bishop, James & Diana | 940-447-4212 | |
| 1316 Danberry St. | Lot 2 Blk 5 Henderson Sec 3 | Gallegos, Bobby J. | 940-082-0082 | |
| 1318 Danberry St. | LOT 1 BLK 5 HENDERSON SEC 3 | ANTONIOU, GEORGE | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

CONNECTEXPLORER™

Danberry Carport Overlay District Options

Group Filter

Line

Line

Line



Delete | Go to | Tag

April 28, 2016

MODEL STAFF REPORT

The City, along with other similarly situated cities served by Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). The RRM Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program (“GRIP”), the statutory provision that allows Atmos to bypass the City’s rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been modified several times, most recently in 2013.

The 2016 RRM filing is the fourth RRM filing under the renewed RRM Tariff. On March 1, 2016, Atmos made a filing requesting \$35.4 million additional revenues on a system-wide basis. Because the City of Dallas has a separate rate review process, exclusion of Dallas results in the Company requesting \$28.6 million from other municipalities.

Environs customers (ratepayers outside municipal limits) remain under the Railroad Commission’s exclusive original jurisdiction and have their rates set through the GRIP process. If the Company had used the GRIP process rather than the RRM process it would have received a \$41 million increase, or about \$11 million more than will be approved by the Ordinance. ACSC and the Company have reached an agreement, reflected in the Ordinance, to reduce the Company’s request by \$5.5 million, such that the Ordinance approving new rates reflects an increase of \$29.9 million on a system-wide basis, or \$21.9 million for Mid-Tex Cities, exclusive of the City of Dallas.

The tariffs attached to the Ordinance approve rates that will increase the Company’s revenues by \$29.9 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2016. The monthly residential customer charge will be \$19.10. The consumption charge will be \$0.11378 per Ccf. The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$1.26, or about 2.43%. The typical commercial customer will see an increase of \$3.81, or 1.43%. Attached to this Model Staff Report is a summary of the impact of new rates on the average bills of all customer classes.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance with its attachments approving the negotiated rate settlement resolving the 2016 RRM filing, and implementing the rate change.

Explanation of “Be It Ordained” Sections:

1. This section approves all findings in the Ordinance.
2. This section finds the settled amount of \$29.9 million to be a comprehensive settlement of gas utility rate issues arising from Atmos Mid-Tex’s 2016 RRM filing, and that such settlement is in the public interest and is consistent with the City’s statutory authority.
3. This section finds the existing Atmos Mid-Tex rates to be unreasonable, and approves the new tariffed rates providing for additional revenues over currently-billed rates of \$29.9 million and adopts the attached new rate tariffs (Attachment A).

4. This section establishes the baseline for pensions and other post-employment benefits for future rate cases (Attachment C).
5. This section requires the Company to reimburse Cities for reasonable ratemaking costs associated with reviewing and processing the RRM filing.
6. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.
7. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
8. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
9. This section provides for an effective date upon passage which, according to the Cities' ordinance that adopted the RRM process, is June 1, 2016.
10. This paragraph directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for the Steering Committee.

**ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2015**

| Line | | | | | June 1, 2016 | | |
|------|----------------------------|-------------|-------|----------------|----------------|-----------------|---------------|
| | | | | | PROPOSED | CHANGE | |
| 1 | Rate R @ 46.8 Ccf | | | | CURRENT | | |
| 2 | Customer charge | | | \$ 18.60 | | | |
| 3 | Consumption charge | 46.8 | CCF | X \$ 0.09931 = | 4.65 | | |
| 4 | Rider GCR Part A | 46.8 | CCF | X \$ 0.31375 = | 14.68 | | |
| 5 | Rider GCR Part B | 46.8 | CCF | X \$ 0.21977 = | 10.29 | | |
| 6 | Subtotal | | | \$ 48.22 | | | |
| 7 | Rider FF & Rider TAX | \$ 48.22 | | X 0.07853 = | 3.79 | | |
| 8 | Total | | | \$ 52.01 | | | |
| 9 | | | | | | | |
| 10 | Customer charge | | | | \$ 19.10 | | |
| 11 | Consumption charge | 46.8 | CCF | X \$ 0.11378 = | 5.32 | | |
| 12 | Rider GCR Part A | 46.8 | CCF | X \$ 0.31375 = | 14.68 | | |
| 13 | Rider GCR Part B | 46.8 | CCF | X \$ 0.21977 = | 10.29 | | |
| 14 | Subtotal | | | \$ 49.39 | | | |
| 15 | Rider FF & Rider TAX | \$ 49.39 | | X 0.07853 = | 3.88 | | |
| 16 | Total | | | \$ 53.27 | \$ 1.26 | | |
| 17 | | | | | | 2.43% | |
| 18 | | | | | | | |
| 19 | Rate C @ 376.4 Ccf | | | | CURRENT | PROPOSED | CHANGE |
| 20 | Customer charge | | | \$ 40.00 | | | |
| 21 | Consumption charge | 376.4 | CCF | X \$ 0.08020 = | 30.19 | | |
| 22 | Rider GCR Part A | 376.4 | CCF | X \$ 0.31375 = | 118.10 | | |
| 23 | Rider GCR Part B | 376.4 | CCF | X \$ 0.15789 = | 59.43 | | |
| 24 | Subtotal | | | \$ 247.72 | | | |
| 25 | Rider FF & Rider TAX | \$ 247.72 | | X 0.07853 = | 19.45 | | |
| 26 | Total | | | \$ 267.17 | | | |
| 27 | | | | | | | |
| 28 | Customer charge | | | | \$ 41.75 | | |
| 29 | Consumption charge | 376.4 | CCF | X \$ 0.08494 = | 31.97 | | |
| 30 | Rider GCR Part A | 376.4 | CCF | X \$ 0.31375 = | 118.10 | | |
| 31 | Rider GCR Part B | 376.4 | CCF | X \$ 0.15789 = | 59.43 | | |
| 32 | Subtotal | | | \$ 251.25 | | | |
| 33 | Rider FF & Rider TAX | \$ 251.25 | | X 0.07853 = | 19.73 | | |
| 34 | Total | | | \$ 270.98 | \$ 3.81 | | |
| 35 | | | | | | 1.43% | |
| 36 | Rate I @ 4379 MMBTU | | | | CURRENT | PROPOSED | CHANGE |
| 37 | Customer charge | | | \$ 700.00 | | | |
| 38 | Consumption charge | 1,500 | MMBTU | X \$ 0.2937 = | 440.55 | | |
| 39 | Consumption charge | 2,879 | MMBTU | X \$ 0.2151 = | 619.19 | | |
| 40 | Consumption charge | 0 | MMBTU | X \$ 0.0461 = | - | | |
| 41 | Rider GCR Part A | 4,379 | MMBTU | X \$ 0.3213 = | 1,406.76 | | |
| 42 | Rider GCR Part B | 4,379 | MMBTU | X \$ 0.3746 = | 1,640.11 | | |
| 43 | Subtotal | | | \$ 4,806.61 | | | |
| 44 | Rider FF & Rider TAX | \$ 4,806.61 | | X 0.07853 = | 377.44 | | |
| 45 | Total | | | \$ 5,184.05 | | | |
| 46 | | | | | | | |
| 47 | Customer charge | | | | \$ 738.00 | | |
| 48 | Consumption charge | 1,500 | MMBTU | X \$ 0.3096 = | 464.40 | | |
| 49 | Consumption charge | 2,879 | MMBTU | X \$ 0.2267 = | 652.58 | | |
| 50 | Consumption charge | 0 | MMBTU | X \$ 0.0491 = | - | | |
| 51 | Rider GCR Part A | 4,379 | MMBTU | X \$ 0.3213 = | 1,406.76 | | |
| 52 | Rider GCR Part B | 4,379 | MMBTU | X \$ 0.3746 = | 1,640.11 | | |
| 53 | Subtotal | | | \$ 4,901.85 | | | |
| 54 | Rider FF & Rider TAX | \$ 4,901.85 | | X 0.07853 = | 384.92 | | |
| 55 | Total | | | \$ 5,286.77 | \$ 102.72 | | |
| 56 | | | | | | 1.98% | |
| 57 | Rate T @ 4379 MMBTU | | | | CURRENT | PROPOSED | CHANGE |
| 58 | Customer charge | | | \$ 700.00 | | | |
| 59 | Consumption charge | 1,500 | MMBTU | X \$ 0.2937 = | 440.55 | | |
| 60 | Consumption charge | 2,879 | MMBTU | X \$ 0.2151 = | 619.19 | | |
| 61 | Consumption charge | 0 | MMBTU | X \$ 0.0461 = | - | | |
| 62 | Rider GCR Part B | 4,379 | MMBTU | X \$ 0.3746 = | 1,640.11 | | |
| 63 | Subtotal | | | \$ 3,399.85 | | | |
| 64 | Rider FF & Rider TAX | \$ 3,399.85 | | X 0.07853 = | 266.97 | | |
| 65 | Total | | | \$ 3,666.82 | | | |
| 66 | | | | | | | |
| 67 | Customer charge | | | | \$ 738.00 | | |
| 68 | Consumption charge | 1,500 | MMBTU | X \$ 0.3096 = | 464.40 | | |
| 69 | Consumption charge | 2,879 | MMBTU | X \$ 0.2267 = | 652.58 | | |
| 70 | Consumption charge | 0 | MMBTU | X \$ 0.0491 = | - | | |
| 71 | Rider GCR Part B | 4,379 | MMBTU | X \$ 0.3746 = | 1,640.11 | | |
| 72 | Subtotal | | | \$ 3,495.09 | | | |
| 73 | Rider FF & Rider TAX | \$ 3,495.09 | | X 0.07853 = | 274.45 | | |
| 74 | Total | | | \$ 3,769.54 | \$ 102.72 | | |
| 75 | | | | | | 2.80% | |

ORDINANCE NUMBER 897

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2016 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Burkburnett, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, on March 1, 2016, Atmos Mid-Tex filed its 2016 RRM rate request with ACSC Cities; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2016 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$29.9 million on a system-wide basis; and

WHEREAS, the attached tariffs implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the Board of Commissioners finds that the settled amount of an increase in revenues of \$29.9 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2016 RRM filing is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment A, are just

and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$29.9 million in revenue over the amount allowed under currently approved rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B; such tariffs are hereby adopted.

Section 4. That the ratemaking treatment for pensions and other post-employment benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment C, attached hereto and incorporated herein.

Section 5. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2016 RRM filing.

Section 6. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 7. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 9. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2016.

Section 10. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy

Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 16th day of May, 2016.

Carl Law, Mayor

ATTEST:

APPROVED AS TO FORM:

Janelle Dolan, City Clerk

City Attorney

| | | |
|------------------------|---|-----------------|
| RATE SCHEDULE: | R – RESIDENTIAL SALES | |
| APPLICABLE TO: | ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS | |
| EFFECTIVE DATE: | Bills Rendered on or after 06/01/2016 | PAGE: 12 |

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

| Charge | Amount |
|-----------------------------------|--------------------------------|
| Customer Charge per Bill | \$ 19.10 per month |
| Rider CEE Surcharge | \$ 0.02 per month ¹ |
| Total Customer Charge | \$ 19.12 per month |
| Commodity Charge – All <u>Ccf</u> | \$0.11378 per Ccf |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

| | | |
|------------------------|---|-----------------|
| RATE SCHEDULE: | C – COMMERCIAL SALES | |
| APPLICABLE TO: | ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS | |
| EFFECTIVE DATE: | Bills Rendered on or after 06/01/2016 | PAGE: 13 |

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

| Charge | Amount |
|------------------------------|--------------------------------|
| Customer Charge per Bill | \$ 41.75 per month |
| Rider CEE Surcharge | \$ 0.02 per month ¹ |
| Total Customer Charge | \$ 41.77 per month |
| Commodity Charge – All Ccf | \$ 0.08494 per Ccf |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

| | | |
|------------------------|---|-----------------|
| RATE SCHEDULE: | I – INDUSTRIAL SALES | |
| APPLICABLE TO: | ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS | |
| EFFECTIVE DATE: | Bills Rendered on or after 06/01/2016 | PAGE: 14 |

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

| Charge | Amount |
|------------------------------|---------------------|
| Customer Charge per Meter | \$ 738.00 per month |
| First 0 MMBtu to 1,500 MMBtu | \$ 0.3096 per MMBtu |
| Next 3,500 MMBtu | \$ 0.2267 per MMBtu |
| All MMBtu over 5,000 MMBtu | \$ 0.0486 per MMBtu |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailement Overpull Fee

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

| | | |
|------------------------|---|-----------------|
| RATE SCHEDULE: | I – INDUSTRIAL SALES | |
| APPLICABLE TO: | ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS | |
| EFFECTIVE DATE: | Bills Rendered on or after 06/01/2016 | PAGE: 15 |

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

| | | |
|------------------------|---|-----------------|
| RATE SCHEDULE: | T – TRANSPORTATION | |
| APPLICABLE TO: | ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS | |
| EFFECTIVE DATE: | Bills Rendered on or after 06/01/2016 | PAGE: 16 |

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

| Charge | Amount |
|------------------------------|---------------------|
| Customer Charge per Meter | \$ 738.00 per month |
| First 0 MMBtu to 1,500 MMBtu | \$ 0.3096 per MMBtu |
| Next 3,500 MMBtu | \$ 0.2267 per MMBtu |
| All MMBtu over 5,000 MMBtu | \$ 0.0486 per MMBtu |

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

| | | |
|------------------------|---|-----------------|
| RATE SCHEDULE: | T – TRANSPORTATION | |
| APPLICABLE TO: | ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS | |
| EFFECTIVE DATE: | Bills Rendered on or after 06/01/2016 | PAGE: 17 |

Curtailement Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

| | | |
|------------------------|---|-----------------|
| RIDER: | WNA – WEATHER NORMALIZATION ADJUSTMENT | |
| APPLICABLE TO: | ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS | |
| EFFECTIVE DATE: | Bills Rendered on or after 11/01/2016 | PAGE: 41 |

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

| | | |
|------------------------|---|-----------------|
| RIDER: | WNA – WEATHER NORMALIZATION ADJUSTMENT | |
| APPLICABLE TO: | ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS | |
| EFFECTIVE DATE: | Bills Rendered on or after 11/01/2016 | PAGE: 42 |

Base Use/Heat Use Factors

| Weather Station | <u>Residential</u> | | <u>Commercial</u> | |
|------------------|------------------------|----------------------------|------------------------|----------------------------|
| | Base use <u>Ccf</u> | Heat use <u>Ccf/HDD</u> | Base use <u>Ccf</u> | Heat use <u>Ccf/HDD</u> |
| Abilene | 10.09 | 0.1392 | 98.01 | 0.6440 |
| Austin | 11.21 | 0.1551 | 203.36 | 0.8564 |
| Dallas | 13.72 | 0.2048 | 189.83 | 0.9984 |
| Waco | 9.89 | 0.1411 | 129.75 | 0.6695 |
| Wichita Falls | 11.49 | 0.1506 | 122.35 | 0.5967 |

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

File Date: March 1, 2016

**ATMOS ENERGY CORP., MID-TEX DIVISION
PROPOSED TARIFF STRUCTURE (BEFORE RATE CASE EXPENSE RECOVERY)
TEST YEAR ENDING DECEMBER 31, 2015**

| | (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
|----|---|----------------------|---------------|-------------|-----|------------------------------------|-----|-----|-----|-----|-----|
| 1 | Proposed Change In Rates: | | \$ 29,603,205 | | | Schedule A | | | | | |
| 2 | Proposed Change In Rates without Revenue Related Taxes: | | \$ 27,447,850 | | | Ln 1 divided by factor on WP_F-5.1 | | | | | |
| 3 | | | | | | | | | | | |
| 4 | | | | | | | | | | | |
| 5 | | | | | | | | | | | |
| 6 | | Revenue Requirements | | Allocations | | | | | | | |
| 7 | Residential | \$ 338,431,486 | | 77.95% | | Per GUD 10170 Final Order | | | | | |
| 8 | Commercial | 84,223,622 | | 19.40% | | Per GUD 10170 Final Order | | | | | |
| 9 | Industrial and Transportation | 11,490,316 | | 2.65% | | Per GUD 10170 Final Order | | | | | |
| 10 | Net Revenue Requirements GUD No. 10170 | \$ 434,145,424 | | | | | | | | | |

| With Proportional Increase all classes but Residential and a 40% residential base charge increase: | | | | |
|--|-------------------------------------|------------|-------------|---------------|
| | | Current | Prospective | Revenues |
| 20 | Residential Base Charge | \$ 18.56 | \$ 0.48 | \$ 8,558,622 |
| 21 | Residential Consumption Charge | \$ 0.09931 | \$ 0.01540 | 12,837,933 |
| 22 | Commercial Base Charge | \$ 39.87 | \$ 1.81 | 2,662,423 |
| 23 | Commercial Consumption Charge | \$ 0.08020 | \$ 0.00480 | 2,662,423 |
| 24 | I&T Base Charge | \$ 697.35 | \$ 38.03 | 363,224 |
| 25 | I&T Consumption Charge Tier 1 MMBTU | \$ 0.2937 | \$ 0.0166 | 172,167 |
| 26 | I&T Consumption Charge Tier 2 MMBTU | \$ 0.2151 | \$ 0.0121 | 139,070 |
| 27 | I&T Consumption Charge Tier 3 MMBTU | \$ 0.0461 | \$ 0.0026 | 51,988 |
| 28 | | | | \$ 27,447,850 |

| With Customer Charges Rounded Off and residential base charge increase for 2015 limited to \$0.50 per RRM tariff: | | | | | |
|---|------------|-----------------|-----------------------------|----------------|-------------------|
| | | Proposed Change | Proposed Change In Revenues | Proposed Rates | Proposed Revenues |
| Residential Base Charge | \$ 0.52 | \$ 9,335,278 | \$ 19.08 | \$ 339,813,673 | |
| Residential Consumption Charge | \$ 0.01447 | 12,061,297 | \$ 0.11378 | 94,839,970 | |
| Commercial Base Charge | \$ 1.83 | 2,697,162 | \$ 41.70 | 61,390,268 | |
| Commercial Consumption Charge | \$ 0.00474 | 2,626,475 | \$ 0.08494 | 47,065,984 | |
| I&T Base Charge | \$ 39.65 | 378,728 | \$ 737.00 | 7,039,815 | |
| I&T Consumption Charge Tier 1 MMBTU | \$ 0.0159 | 165,150 | \$ 0.3096 | 3,215,747 | |
| I&T Consumption Charge Tier 2 MMBTU | \$ 0.0116 | 132,888 | \$ 0.2267 | 2,597,042 | |
| I&T Consumption Charge Tier 3 MMBTU | \$ 0.0025 | 49,955 | \$ 0.0486 | 971,117 | |
| | | \$ 27,446,933 | | \$ 556,933,616 | |

File Date: March 1, 2016

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS ADJUSTMENT
TEST YEAR ENDING DECEMBER 31, 2015**

| Line No. | Description | Shared Services | | Mid-Tex Direct | | | Adjustment Total |
|----------|--|------------------------------|--|------------------------------|--|--|---------------------|
| | | Pension Account Plan ("PAP") | Post-Retirement Medical Plan ("FAS 106") | Pension Account Plan ("PAP") | Supplemental Executive Benefit Plan ("SERP") | Post-Retirement Medical Plan ("FAS 106") | |
| | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| 1 | Fiscal Year 2016 Towers Watson Report as adjusted (1), (3) | \$ 5,101,680 | \$ 2,896,450 | \$ 7,840,683 | \$ 150,433 | \$ 4,466,430 | |
| 2 | O&M Expense Factor (2) | 96.41% | 96.41% | 37.42% | 20.77% | 37.42% | |
| 3 | Fiscal Year 2016 Actuarially Determined O&M Benefits (Ln 1 x Ln 2) | \$ 4,918,540 | \$ 2,792,473 | \$ 2,933,599 | \$ 31,249 | \$ 1,671,119 | |
| 4 | Allocation to Mid-Tex (2) | 40.56% | 40.56% | 71.52% | 100.00% | 71.52% | |
| 5 | Mid-Tex Benefits Expense Included in Rates - Proposed (Ln 3 x Ln 4) | \$ 1,995,016 | \$ 1,132,659 | \$ 2,098,222 | \$ 31,249 | \$ 1,195,248 | \$ 6,452,393 |
| 6 | | | | | | | |
| 7 | Mid-Tex Benefits Expense per GUD 10359 and RRM Test Year Ending December 31, 2014 Benchmark (4) | \$ 2,831,859 | \$ 2,013,260 | \$ 2,925,600 | \$ 34,809 | \$ 2,695,721 | \$ 10,501,250 |
| 8 | | | | | | | |
| 9 | Test Year Adjustment (Line 5 minus Line 7) | \$ (836,844) | \$ (880,601) | \$ (827,379) | \$ (3,561) | \$ (1,500,472) | \$ (4,048,856) |
| 10 | | | | | | | |
| 11 | Adjustment Summary: | | | | | | |
| 12 | Account 922 | \$ (836,844) | \$ (880,601) | \$ - | \$ - | \$ - | \$ (1,717,445) |
| 13 | Account 926 | - | - | (827,379) | (3,561) | (1,500,472) | (2,331,412) |
| 14 | Total (Ln 12 plus Ln 13) | \$ (836,844) | \$ (880,601) | \$ (827,379) | \$ (3,561) | \$ (1,500,472) | \$ (4,048,856) |

Notes:

1. Studies not applicable to Mid-Tex or Shared Services are omitted.
2. The factors on Lines 2 and 4 are based on the factors in 2016 RRM (Test Year Ending December 31, 2015).
3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.
4. GUD No. 10359 is the benchmark for January-May which is the same benchmark as used in the RRM TYE December 31, 2014 for June-December.

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2015**

| Line No. | Description | Shared Services | | Mid-Tex Direct | | | Adjustment Total |
|----------|--|------------------------------|--|------------------------------|--|--|------------------|
| | | Pension Account Plan ("PAP") | Post-Retirement Medical Plan ("FAS 106") | Pension Account Plan ("PAP") | Supplemental Executive Benefit Plan ("SERP") | Post-Retirement Medical Plan ("FAS 106") | |
| | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| 1 | Fiscal Year 2016 Towers Watson Report (excluding Removed Cost Centers) | \$ 5,101,680 | \$ 2,896,450 | \$ 7,840,683 | \$ 150,433 | \$ 4,466,430 | |
| 2 | Allocation to Mid-Tex | 40.56% | 40.56% | 71.52% | 100.00% | 71.52% | |
| 3 | FY16 Towers Watson Benefit Costs (excluding Removed Cost Centers) Allocated to MTX (Ln 1 x Ln 2) | \$ 2,069,299 | \$ 1,174,833 | \$ 5,607,955 | \$ 150,433 | \$ 3,194,561 | |
| 4 | O&M and Capital Allocation Factor | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | |
| 5 | FY16 Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4) | \$ 2,069,299 | \$ 1,174,833 | \$ 5,607,955 | \$ 150,433 | \$ 3,194,561 | \$ 12,197,081 |
| 6 | | | | | | | |
| 7 | | | | | | | |
| 8 | Summary of Costs to Approve: | | | | | | |
| 9 | | | | | | | |
| 10 | Total Pension Account Plan ("PAP") | \$ 2,069,299 | | \$ 5,607,955 | | | \$ 7,677,254 |
| 11 | Total Post-Retirement Medical Plan ("FAS 106") | | \$ 1,174,833 | | | \$ 3,194,561 | 4,369,394 |
| 12 | Total Supplemental Executive Retirement Plan ("SERP") | | | | \$ 150,433 | | 150,433 |
| 13 | Total (Ln 10 + Ln 11 + Ln 12) | \$ 2,069,299 | \$ 1,174,833 | \$ 5,607,955 | \$ 150,433 | \$ 3,194,561 | \$ 12,197,081 |
| 14 | | | | | | | |
| 15 | | | | | | | |
| 16 | O&M Expense Factor | 96.41% | 96.41% | 37.42% | 20.77% | 37.42% | |
| 17 | | | | | | | |
| 18 | Expense Portion (Ln 13 x Ln 16) | \$ 1,995,016 | \$ 1,132,659 | \$ 2,098,222 | \$ 31,249 | \$ 1,195,248 | \$ 6,452,393 |
| 19 | | | | | | | |
| 20 | Capital Factor | 3.59% | 3.59% | 62.58% | 79.23% | 62.58% | |
| 21 | | | | | | | |
| 22 | Capital Portion (Ln 13 x Ln 20) | \$ 74,283 | \$ 42,174 | \$ 3,509,733 | \$ 119,184 | \$ 1,999,313 | \$ 5,744,687 |
| 23 | | | | | | | |
| 24 | Total (Ln 18 + Ln 22) | \$ 2,069,299 | \$ 1,174,833 | \$ 5,607,955 | \$ 150,433 | \$ 3,194,561 | \$ 12,197,081 |



City Commission Agenda Memo

From: Mike Whaley, City Manager
Date: May 16, 2016
Item: Site Plan Review/BISD Evans Elementary

Background

Site Plan was prepared by Devin Smith with Corlett, Probst, & Boyd, PLLC in conjunction with Bundy, Young, Sims, & Potter Inc. The site plan was developed for the BISD Evans Elementary Campus additions and improvements. The 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 our requirements as set forth by the zoning ordinance. The Planning and Zoning Board has unanimously approved the site plan request.

Fiscal Impact

N/A

Options

Approve
Approve with modifications
Deny

Staff Recommendation

Accept P&Z recommendation for approval of site plan as submitted

Attachments

Site Plan



City Commission Agenda Memo

From: Mike Whaley
City Manager

Date: May 16th, 2016

Item: Item 9: Resolution Number 608, Wichita County/TXDOT/Gresham Rd Project

Item 10: Interlocal Agreement, Wichita County/TXDOT/Gresham Rd Project

Background

Both agenda item 9 & 10 pertain to the Gresham Rd Reconstruction Project. The reason we are having to pass both the resolution and the interlocal agreement is because of the additional funds the City of Burkburnett and Wichita County requested from TXDOT in order to assist in the purchasing of ROW (right of way) for the Gresham Rd Reconstruction project. Both are required by TXDOT to execute the revised contract for Gresham Rd Reconstruction. Within the revised contract TXDOT has agreed to fund an additional \$500,000 for the purpose of row acquisition. The funding will be reimbursable once the ROW is purchased. The resolution provides that Wichita County will execute the contract with TXDOT on behalf of the County and the City. The interlocal agreement provides how the \$500,000 provided by TXDOT will be dispersed between Wichita County and the City. In the interlocal, the funds are dispersed by a 70/30 formula. Meaning, Wichita County will receive 70% or \$350,000 of reimbursable value for ROW acquisition and the City will receive 30% or \$150,000 of reimbursable value. When looking at the overall ROW costs for the project, the County will be responsible for approximately 70% while the City will be responsible for the remaining 30% of acquisition.

Fiscal Impact

N/A

Options

- Approve Resolution
- Take no action

Staff Recommendation

Staff highly recommends approval of Resolution Number 608 and the Interlocal Agreement with Wichita County as stated

Attachments

Resolution Number 608
Interlocal Agreement
Draft TXDOT Contract

Resolution No. 16.05.239

City of Burkburnett Resolution Number 608

Resolution to approve a Fixed Price Right of Way Local Project Funding Agreement with the Texas Department of Transportation for the State Right-Of-Way as part of the Highway 240, Gresham Road Project

WHEREAS, the City of Burkburnett and Wichita County agree that the County will execute the Contract as "Local Government." County will be acting on behalf of the City in the Contract.

PASSED AND APPROVED this the 2nd day of May, 2016.

PASSED AND APPROVED this 16th day of May 2016.

City of Burkburnett, Texas

By: _____
Mayor

Date: _____

County of Wichita, Texas

By: Woodrow W. Brown
County Judge

Date: May 2, 2016

INTERLOCAL AGREEMENT

BETWEEN

THE CITY OF BURKBURNETT AND THE COUNTY OF WICHITA

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between the City of Burkburnett, Texas ("City"), acting by and through its governing body, and the County of Wichita, Texas ("County"), acting by and through its governing body (collectively, hereinafter sometimes referred to as "Parties").

RECITALS:

WHEREAS, Chapter 791 of the Texas Government Code authorizes interlocal agreements between local governmental entities such as Cities and Counties. Such Chapter also authorizes such entities to enter into interlocal agreements to perform governmental functions and services, including streets, road, and drainage, and other governmental functions in which the contracting entities are mutually interested;

WHEREAS, Highway No. 240 runs through the City of Burkburnett and the unincorporated area of Wichita County;

WHEREAS, the Parties are of the opinion that achieving the objectives of improved safety of citizens and motorists moving along Highway No. 240 and alleviating truck traffic through the City of Burkburnett can be facilitated by the County entering into a right of way procurement agreement with the Texas Department of Transportation (the "State");

WHEREAS, the Parties will be required to acquire right of way within their perspective jurisdictions to facilitate the improvements to Highway No. 240;

WHEREAS, the Texas Department of Transportation has agreed to reimburse the lesser of \$500,000.00 or 90% of the cost of the right of way acquisition for the improvements to Highway No. 240;

WHEREAS, the County will be entitled to up to \$350,000.00 in reimbursement for its right of way acquisition expenses, and the City will be entitled to up to \$150,000.00 in reimbursement for its right of way acquisition expenses;

WHEREAS, the County has agreed to enter into an agreement with the Texas Department of Transportation and to provide the Texas Department of Transportation with the necessary documentation for both the County and the City to be reimbursed by the Texas Department of Transportation.

NOW, THEREFORE, pursuant to the authority granted by Chapter 791 of the Texas Government Code (the "Texas Interlocal Cooperation Act") providing for the cooperation between local governmental bodies, to the extent they apply to this Agreement, the City and County, in consideration of the premises and mutual promises contained herein, mutually agree

as follows:

1. Term

This Agreement shall become effective when signed by the last party whose signing makes the agreement fully executed. This Agreement shall remain in effect until the Agreement for Right of Way Procurement ROW CSJ# 0156-08-002, CCSJ# 0156-08-001, attached as Exhibit "A" (the "Contract") is completed, unless terminated as provided herein.

2. Agreed Provisions

The City and County agree that the County will execute the Contract as "Local Government." County will be acting on behalf of the City in the Contract.

The City agrees to submit reimbursable expenses for its right of way acquisition to the County as soon as practicable after the City incurs such expenses.

The County agrees to submit the reimbursable expenses submitted by the City to the State in strict compliance with the State's requirements as set forth in the *Texas Department of Transportation Right of Way Manual* at the time the County submits its reimbursement request to the State.

The County agrees to, within twenty (20) days of receipt of the City reimbursement funds from the State, forward such funds received as reimbursement for expenses incurred by the City.

Other than the completion of this Agreement as set forth in 1. Term above, the Parties may only terminate this Agreement by written consent from the governing bodies of both Parties.

3. Miscellaneous Provisions

3.01 **Amendments.** This Agreement constitutes the entire agreement between the parties hereto. This Agreement may not be amended except by a written amendment properly approved by the City's and County's governing bodies.

3.02 **Choice of law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

3.03 **Venue.** The parties hereto consent that venue of any action brought under this Agreement shall be in Wichita County, Texas.

3.04 **Waivers.** Nothing herein shall be deemed in any manner to constitute a waiver of sovereign, governmental, or any other immunity or affirmative defense that may be asserted by the City or County. Nor shall this Agreement be in any manner construed to create a cause of action for the benefit of any person not a party to this Agreement, or to create any rights for the benefit of any person not a party to this Agreement not otherwise

existing at law.

- 3.05 **Assignments.** No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the consent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- 3.06 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not become effective until it is executed by both the City and County.
- 3.07 **Entire Agreement.** This Agreement and the instruments called for by this Agreement constitute the whole Agreement of the City and County and supersede any commitment, agreement, or memorandum of understanding previously made by the Parties or any of those with respect to the subject matter of this Agreement.
- 3.08 **Notices.** All notices contemplated and/or required herein shall be in writing and shall be delivered in person or sent via certified mail, unless specifically provided otherwise. The City or County may designate a different address by giving the other ten (10) days written notice.

Notices to City shall be sent to:

CITY OF BURKBURNETT, Texas
501 Sheppard Road
Burkburnett, Texas 76354
Attention: City Manager

Notices to County shall be sent to:

Office of County Judge
900 7th Street, Ste. 260
Wichita Falls, TX 76301

IN WITNESS WHEREOF, this Agreement has been executed and is effective as of the date of last approval of the governmental body as shown below.

CITY OF BURKBURNETT, TEXAS

By: _____
_____, Mayor

Date: _____

COUNTY OF WICHITA, TEXAS

By: Woodrow W. Gentry
_____, County Judge

Date: 4-18-2016

EXHIBIT "A"

County # Wichita
District Wichita Falls
ROW CSJ # 0156-08-002
CCSJ # 0156-08-001
Federal Project # _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR RIGHT OF WAY PROCUREMENT

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and Wichita County, Texas, acting through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code § 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, upon the Local Government's request, the State has deemed it necessary to make certain highway improvements on Highway No. 240 from FM 369 at SH 240 to Gresham Road at Loop 267, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities, called the "Project"; and

WHEREAS, 43 Texas Administrative Code §15.55 defines the Local Government's minimum cost participation in acquiring the right of way and relocating or adjusting eligible utilities for the proper improvement of the State Highway System; and

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, _____, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

WHEREAS, the State and Local Government have agreed that the State will participate in the lesser of \$500,000.00 or 90% of the costs of acquiring the right of way and relocating or adjusting the eligible utilities for the Project.

NOW THEREFORE, the State and the Local Government do agree as follows:

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AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.
- D. If the contract is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.**

3. General

- A. The Local Government agrees to proceed with acquisition of right of way and the State agrees to reimburse the Local Government the lesser of \$500,000.00 or 90% of the cost of the right of way, providing the acquisition and reimbursement are accomplished according to the provisions outlined in this agreement.
- B. The State and the Local Government agree that acquisition of this right of way shall be in accordance with the *Texas Department of Transportation Right of Way Manual* and all applicable federal and state laws governing the acquisition of real property.
- C. It is understood that the terms of this agreement shall apply to new right of way, authorized and requested by the State, which is needed and not yet dedicated, in use, or previously acquired in the name of the State or Local Government for highway, street, or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the State.
- D. It is further understood that if unusual circumstances develop in the right of way acquisition and they are not clearly covered by the terms of this agreement, those unusual circumstances or problems will be resolved by mutual agreement between the State and the Local Government.

4. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate, which is attached to and made a part of this agreement. The expected cash

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contributions from the Federal or State government, the Local Governments, or other parties are shown in Attachment C. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. If Federal funding is included, the State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** The Project cost estimate in Attachment C shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property and (2) costs of utility work.
- D.** The State will be responsible for securing the Federal and State share of the funding required for the development of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E.** The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.
- F.** In the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.

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- G. If the Local government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- H. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- I. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

5. Location Surveys and Preparation of Right of Way Data

The State, without cost to the Local Government, will provide the necessary surveys and preliminary engineering in order to supply to the Local Government the information necessary to obtain the desired right of way.

6. Determination of Right of Way Values

The Local Government agrees to make a determination of property values for each right of way parcel by methods acceptable to the State and to submit to the State a tabulation of those values, signed by the appropriate Local Government representative. The tabulation shall list the parcel numbers, ownership, acreage, and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any), and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. This work will be performed by the Local Government at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values that are determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation, including supplemental appraisal work by State employees or by employment of fee appraisers, deemed necessary for determination of values to constitute the basis for State reimbursement. The parties may waive the requirement that the Local Government submit to the State property value determinations for any part of the required right of way by a writing signed by both parties. In instances of a waiver, the State, in its discretion, will make a determination of values to constitute the basis for State reimbursement.

7. Negotiations

Negotiation and settlement with the property owner will be the responsibility of the Local Government without participation by the State. The Local Government will deliver properly executed instruments of conveyance that, together with any curative instruments found to be necessary as a result of the Local Government's title investigation, will properly vest

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good and infeasible title in the State for each right of way parcel involved. The Local Government will also deliver to the State an owner's policy of title insurance for each parcel, except as otherwise specifically approved by the State. Upon payment to the property owner of the agreed purchase price, the Local Government is authorized and directed to secure for the State possession of each parcel in accordance with all applicable Federal and State laws governing relocation assistance, notices to vacate, and forcible detainer. The costs incidental to negotiation, title insurance, closing services, recording the right of way instruments, and securing possession of the parcels will be the responsibility of the Local Government. Aof relocation assistance as authorized by applicable Federal and State laws will be the responsibility of the Local Government.

8. Administrative Settlements

After the offer has been delivered to the property owner, and prior to the Special Commissioners' Hearing, the property owner may deliver one written counteroffer ("Administrative Settlement Proposal") to the Local Government. The Local Government will evaluate the Administrative Settlement Proposal and make a recommendation of approval or disapproval to the State. The State will consider the Administrative Settlement Proposal and the Local Government's recommendation and make a final determination of approval or disapproval in accordance with current State procedures. The State's approval of the Administrative Settlement Proposal is only for purposes of closing the purchase of the property prior to the Special Commissioners' Hearing. If a closing of the purchase does not occur prior to the hearing, the State's approval is automatically, without further action, withdrawn, and the State will participate only in the original approved value. In the event the State does not approve the Administrative Settlement Proposal, and the Local Government elects to purchase the property at a value greater than the original approved value, the State's participation in the purchase price will apply only to the original approved value, and the Local Government will pay one hundred percent (100%) of the costs that exceed the original approved value, even if the applicable county qualifies as an EDC.

9. Condemnation

Condemnation proceedings will be initiated at a time selected by the Local Government and will be the Local Government's responsibility at its own expense except as follows. The Local Government will obtain from the State without cost current engineering data at the time condemnation is to be initiated. Except as set forth elsewhere in this agreement, the Local Government will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case the judgment of the court will decree title and possession to the property condemned to the State. The Local Government may, as set forth in Article 11 (Excess Takings) and where it is determined to be necessary, enter condemnation proceedings in its own name. Property acquired in the Local Government's name for the State must comply with requirements set forth in the engineering data previously furnished to the Local Government by the State when the Local Government conveys the property to the State.

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10. Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense

Court costs and costs of Special Commissioners' Hearings assessed against the State or Local Government in condemnation proceedings conducted on behalf of the State and fees incident to those hearings will be paid by the Local Government. Those costs and fees, with the exception of recording fees, will be eligible for State participation as provided above, provided that they are eligible for payment by the State under existing law. Where the Local Government uses the State's appraisers employed on a fee basis in Special Commissioners' Hearings or subsequent appeals, the cost of the appraiser for updating the report, preparing new reports, preparing for court testimony, and appearing in court to testify in support of the appraisal will be paid direct by the Local Government, but will be eligible for State participation as provided above, provided prior approval for the appraiser has been obtained from the State. The fee paid to the appraiser by the Local Government shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the State.

11. Excess Takings

In the event the Local Government desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation will be limited to the property needed for its purposes. If the Local Government elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the Local Government and that portion requested by the State for right of way will be separately conveyed to the State by the Local Government. When the property is acquired by negotiation, the State's participation will be based on the State's approved value of that part of the property requested for right of way purposes, provided that the approved value does not exceed the actual payment made by the Local Government. When the property is acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

12. Improvements

- A.** Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner's desiring to retain improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the Local Government's cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement that is to be moved by either the Local Government or the owner. If improvements are, in whole or part, a part of the right of way taking and are not retained by the owner, title is to be secured in the name of the State.
- B.** The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building, or similar structure that lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that

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the State's value is established on this basis and provided that title to the entire structure is taken in the name of the State. The Local Government in cooperation with the State shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold will be credited to the cost of the right of way procured and shared with the Local Government.

13. Contaminated Parcels: In the event right of way parcels are found to be contaminated with hazardous material(s), the Local Government will assume financial responsibility associated with the cleanup of such contaminated parcels.

14. Relocation of Utilities

The Local Government at its sole cost and expense shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The term "utility" under this agreement shall include publicly, privately, and cooperatively owned utilities.

The Local government must obtain advance approval from the State for any variance from established procedures. Before a construction project is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

15. Fencing Requirements

A. The Local Government may handle fencing through one of the following methods.

1. The Local Government may pay the property owner for existing right of way fences based on the value those fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of those right of way fences and damages will be included in the recommended value and the approved value; or
2. The Local Government may perform the fencing on the property owner's remaining property.
3. Typical field fencing –The State will incorporate into the construction plans as per design standards.

B. When the Local Government performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. State participation in the Local Government's cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The State will be given credit for any salvaged fencing material and will not participate in any overhead costs of the Local Government.

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16. Basis for Reimbursement Calculation

- A. The State will reimburse the Local Government for right of way acquired after the date of this agreement in an amount not to exceed the lesser of \$500,000.00 or ninety percent (90%), of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. All requests by the Local Government for reimbursement shall comply with the then current reimbursement submission requirements set forth in the *Texas Department of Transportation Right of Way Manual*.
- B. If condemnation is necessary and title is taken under Article 9 (Condemnation), the participation by the State shall be based on the final judgment, conditioned on the State having been notified in writing prior to the filing of the suit and on prompt notice being given as to all action taken under the suit. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the Local Government as provided in other sections of this agreement.
- C. If a lump sum fencing has been executed, the State will participate in such costs as provided in subsection A above.
- D. If the Local Government prefers not to execute a lump sum agreement for fencing, the State will participate in the actual cost of that fencing as provided in subsection A above, unless such fencing is incorporated into the construction of the highway.

17. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

18. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

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| Local Government: | State: |
|-------------------|------------------------------------|
| _____ | Director of Right of Way Division |
| _____ | Texas Department of Transportation |
| _____ | 125 E. 11 th Street |
| _____ | Austin, Texas 78701 |

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

19. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

20. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

21. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

22. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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23. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

24. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

25. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make those materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

26. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

27. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

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28. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

29. Applicability of Federal Provisions

Articles 30 through 35 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

30. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

31. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under

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18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

32. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

33. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

34. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

35. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

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D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

36. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Judge Woody Gossom

Wichita County Judge

Date

THE STATE OF TEXAS

Gus E. Cannon, CTCM
Interim Director, Right of Way Division
Texas Department of Transportation

Date

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ATTACHMENT A RESOLUTION OR ORDINANCE

RESOLUTION

Support of the Re-designation of SH 240

WHEREAS, Wichita County is experiencing growth in population; and

WHEREAS, Wichita County is experiencing development in the area from north of US 287 to east of Interstate Highway 44; and

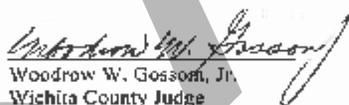
WHEREAS, Wichita County is developing a plan for the future growth in the county; and

WHEREAS, Wichita County is concerned with the safety of its motorists and its citizens moving along SH 240 through the city of Burk Burnett; and

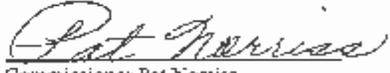
WHEREAS, Wichita County is concerned with the truck traffic through the city of Burk Burnett; and

NOW, THEREFORE, BE IT RESOLVED, that Wichita County is in support of this request to the Texas Department of Transportation Commission to designate Vaughn Road from SH 240 and FM 369 to Gresham Road, Gresham Road from Vaughn Road to 9th Street and 9th Street to Loop 267 as SH 240 and expedite the construction of SH 240 from FM 369 to SH 240 to Loop 267.

Passed and signed this 11th day of February, 2002.


Woodrow W. Gossom, Jr.
Wichita County Judge


Commissioner Joe Miller
Precinct 1


Commissioner Pat Norris
Precinct 2


Commissioner Gordon Griffith
Precinct 3


Commissioner William C. Presson
Precinct 4

Attest:


LuJuan Miller, Commissioners Court Clerk

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RESOLUTION NUMBER 304

A RESOLUTION IN SUPPORT OF THE RE-DESIGNATION OF STATE HIGHWAY 240; FINDING AND DETERMINING THAT THE MEETING WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Burkburnett is experiencing growth in population; and

WHEREAS, the City of Burkburnett is experiencing development in the area from south SH 240 to east of Interstate Highway 44; and

WHEREAS, the City of Burkburnett is developing a plan for the future growth in the county; and

WHEREAS, the City of Burkburnett is concerned with the safety of its motorists and its citizens moving along SH 240 through the City of Burkburnett; and

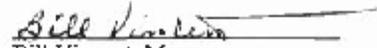
WHEREAS, the City of Burkburnett is concerned with the truck traffic through the City of Burkburnett.

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

Section 1. The City of Burkburnett is in support of this request to the Texas Department of Transportation Commission to designate Vaughn Road from SH 240 and FM 369 to Gresham Road, Gresham Road from Vaughn Road to 9th Street and 9th Street to Loop 267 as SH 240 and expedite the construction of SH 240 from FM 369 at SH 240 to Loop 267.

Section 2. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required by law.

PASSED AND APPROVED on this 18th day of February 2002.


Bill Vincent, Mayor

ATTEST:

Trish Holley, City Secretary

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RESOLUTION NUMBER 305

A RESOLUTION IN SUPPORT OF THE ACCEPTANCE ON-STATE SYSTEM HIGHWAYS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Burkburnett is experiencing growth in population; and

WHEREAS, the City of Burkburnett is experiencing development in the area from south of SH 240 to east of Interstate Highway 44; and

WHEREAS, the City of Burkburnett is developing a plan for the future growth in the county; and

WHEREAS, the City of Burkburnett is concerned with the safety of its motorists and its citizens moving along SH 240 through the City of Burkburnett; and

WHEREAS, the City of Burkburnett is concerned with the truck traffic through the City of Burkburnett.

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

Section 1. The City of Burkburnett is in support of assuming the maintenance and ownership of the following On-State system roadways which are situated within the city limits:

SH 240 from FM 369 to near 9th Street and Loop 267
SH 240 from Loop 267 to IH 44
Loop 267 from SH 240 to IH 44
Spur 308 from SH 240 to IH 44

Contingent upon the Texas Department of Transportation Commission to re-designating Vaughn Road from SH 240 and FM 369 to Gresham Road, Gresham Road from Vaughn Road to 9th Street and 9th Street to Loop 267 as SH 240 and expediting the construction of SH 240 from FM 369 to SH 240 to Loop 267.

Section 2. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required by law.

PASSED AND APPROVED on this 18th day of February 2002.


Bill Vincent, Mayor

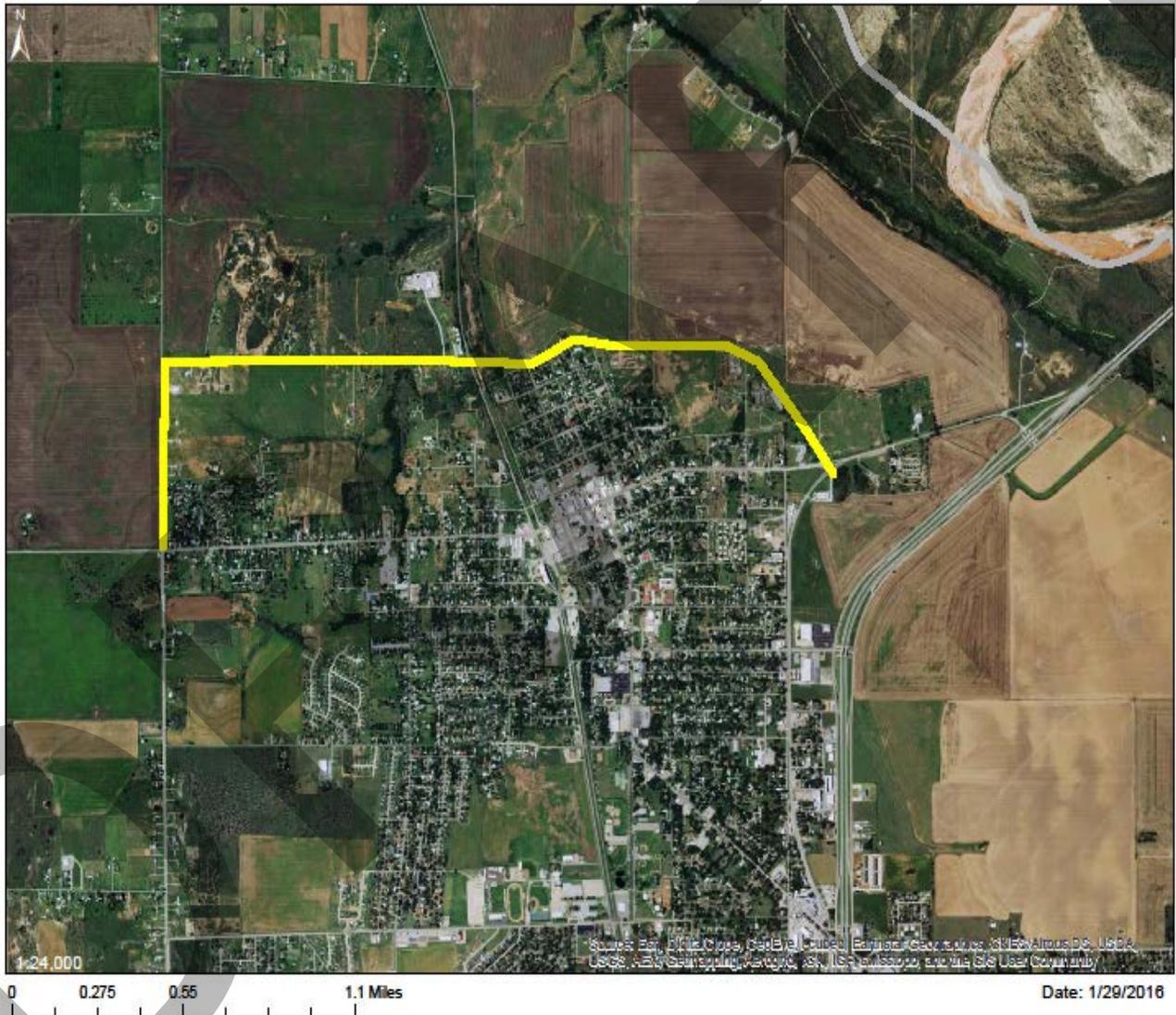
ATTEST:


Trish Holley, City Secretary

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ATTACHMENT B LOCATION MAP SHOWING PROJECT

Gresham Road (Future SH 240) (CSJ: 0156-08-001) Wichita County - Aerial Map



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ATTACHMENT C PROJECT BUDGET ESTIMATE

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Standard Contractual Agreement Local Government Performs Work Attachment C

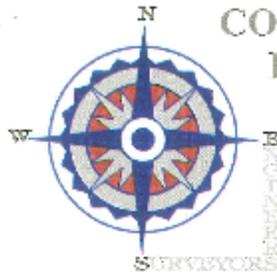
| Description | Total Estimated Cost | State Participation | | Local Participation | |
|---|----------------------------|------------------------|------------------|------------------------|------------------|
| | | % | Cost | % | Cost |
| Right of Way Acquisition | \$568,241 | 88% | \$500,000 | 12% | \$68,241 |
| Reimbursable Utility Adjustments | \$449,250 | 0% | \$0 | 100% | 449,250 |
| Joint Bid - Reimbursable Utility Adjustments | \$0 | 0% | \$0 | 0% | \$0 |
| | \$0 | 0% | \$0 | 0% | \$0 |
| | \$0 | 0% | \$0 | 0% | \$0 |
| TOTAL | \$1,017,671 | 49% | \$500,000 | 51% | \$517,671 |

This is an estimate. State participation costs are fixed and are not to exceed a reimbursable \$500,000. The final amount of Local Government participation will be based on actual costs. Any costs in excess of the total estimated cost will be the responsibility of the Local Government.

T:\WFSDESIGN\RIGHT OF WAY\ROW Projects\WICHITA COUNTY\Gresham Road (SH 240-Gresham Rd New Location\0903-03-071 Funding Agreement\Attachment C - Standard Funding Schedule - Local Performs Work 2-2-16.doc Rev. 02/02/2012

***** - This is an estimate. State participation shall be the lesser of \$500,000.00 or 90% of actual costs. All additional costs will be the responsibility of the Local Government.**

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**CORLETT,
PROBST &
BOYD, P.L.L.C.**

Texas Registered Engineering Firm 14473

Principals
Dennis L. Farber, P.E., P.C.E.
P. Isaac Hinton, S.E.

May 5, 2015

Gordon Smith, Public Works Director
City of Burkburnett
501 Shoppard Rd
Burkburnett, TX 76354

Re: Proposal for Civil Engineering, Utility Relocation Coordination and Surveying Services Pertaining to the Proposed Gresham Road (SH 240) Expansion Project (the "Project").

Dear Mr. Smith:

Thank you for the opportunity to provide our services for this Project. Per our discussions with yourself and TxDOT engineers Darrell Johnson and Shaun Barnes, we propose to provide the following civil engineering, third party utility relocation coordination and surveying service(s):

Civil Engineering: We propose to identify all City utilities that will require relocation and/or modification to be brought up to Texas Administrative Code ("TAC") TxDOT requirements, prepare bid plans and specifications for the proposed relocations and/or modifications, procure bids and assist in construction oversight. Based on our preliminary analysis of the utilities we have identified along the proposed Gresham Road expansion area, we anticipate City owned utility relocation construction costs to be approximately \$320,000 to \$400,000. Based on these estimated construction costs, we propose to perform Civil Engineering Services for this Project for the amount of \$55,000.00.

Utility Relocation Coordination: We propose to perform third party (non-City of Burkburnett owned) utility relocation coordination with their respective owners. At this time, it has been identified that the following companies potentially have utilities that will require relocation and/or modification: Atmos Gas, AT&T Telephone, TXU (Oncor Electric Delivery), Santa Rosa Telephone Coop, and private petroleum line holding companies. We propose to perform this coordination services based on our hourly rates (listed below) for a rate not to exceed \$15,000.00.

Surveying: As part of this Project, we propose to provide surveying services to locate the new right-of-way lines so that third party utility construction relocation contractors may locate new utilities at their appropriate locations. We propose to perform this surveying service for \$10,000.00.

This estimated fee does not include any third party expenses. Services requested & performed outside of the above described items will be billed at our applicable hourly rates.

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Mr. Gordon Smith
City of Burkburnett
May 5, 2015
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HOURLY FEE SCHEDULE

| | |
|-------------------|--------------------|
| Engineer | \$ 100.00 per hour |
| Survey Crew | \$ 160.00 per hour |
| CADD Technician | \$ 65.00 per hour |
| Clerical | \$ 35.00 per hour |
| Third Party Costs | Cost plus 10% |

Thank you for the opportunity to offer this proposal for your consideration and we look forward to the opportunity to working with you on this Project.

Sincerely,

Corlett, Probst & Boyd, PLLC

By: 

Devin G. Smith, P.E., R.P.L.S.

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| Gresham Road | | | | | | |
|---|--|-------|-----|-----------|-----|-----------|
| City of Burk Utility Relocations Estimate | | | | | | |
| May 5, 2015 | | | | | | |
| ID# | Item | Units | Per | Unit Cost | Per | Total |
| 1 | Relocate 6" Water Line | 910 | LF | \$30 | LF | \$27,300 |
| | 6" Water Line Highway Crossing (10" Steel Casing) | 80 | LF | \$140 | LF | \$11,200 |
| 2 | Relocate 8" WW Reuse Line | 3570 | LF | \$35 | LF | \$124,950 |
| | 8" WW Reuse Highway Crossing (12" Steel Casing) | 160 | LF | \$180 | LF | \$28,800 |
| 3 | Relocate 8" Water Line | 1850 | LF | \$38 | LF | \$70,300 |
| | 8" Water Valve | 3 | EA | \$1,500 | EA | \$4,500 |
| | Relocate Water Meter | 3 | EA | \$1,000 | EA | \$3,000 |
| | Relocate Fire Hydrant | 2 | EA | \$5,000 | EA | \$10,000 |
| 4 | Adjust WW Manhole | 2 | EA | \$1,200 | EA | \$2,400 |
| 5 | Relocate 6" Water Line | 100 | LF | \$30 | LF | \$3,000 |
| 6 | 8" WL (Reclaimed) Highway Crossing (12" Steel Casing) | 80 | LF | \$180 | LF | \$14,400 |
| 7 | WW (Sewer Plant Outfall) Highway Crossing (w/Steel Casing) | 80 | LF | \$180 | LF | \$14,400 |
| 8 | 16" WL Highway Crossing (20" Steel Casing) | 80 | LF | \$350 | LF | \$28,000 |
| | SUB-TOTAL UTILITIES | | | | | \$342,250 |
| | MISCELLANEOUS (15%) | | | | | \$52,000 |
| | TOTAL UTILITIES | | | | | \$394,250 |
| | ENGINEERING | | | | | \$55,000 |
| | TOTAL | | | | | \$449,250 |

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| Gresham Road Utility Conflicts | | | | | |
|--------------------------------|-----------|----------------|------------------------------|------------|------------|
| STA | | Utility | Conflict | Length | |
| From | To | | | | |
| | 100+20.00 | OF | Relocate Single Pole | 1 EA | |
| | 102+60.00 | UI | Verify Meets TAC | | |
| 100+20.00 | 125+00.00 | UT | Relocate UT | 2480.00 FT | |
| | | UT | Pedistals | 3 EA | |
| 100+20.00 | 125+00.00 | FOC | Relocate FOC | 2480.00 FT | |
| | 129+30.00 | OE | Relocate OE | ROW Width | |
| 130+40.00 | 188+00.00 | FOC | Relocate FOC | 5760.00 FT | |
| 135+20.00 | 138+60.00 | IIT | Relocate UT | 340.00 FT | |
| 135+20.00 | 163+90.00 | OE | Relocate OE | 2870.00 FT | |
| | 138+70.00 | OE | Relocate OE | ROW Width | |
| | 139+90.00 | OF | Relocate OE | ROW Width | |
| 138+60.00 | 173+50.00 | UT | Verify Meets TAC | 3490.00 FT | |
| | 146+80.00 | PL | PL Crossing Verify Meets TAC | ROW Width | |
| | 148+10.00 | PL | PL Crossing Verify Meets TAC | ROW Width | |
| | 152+80.00 | OE | Relocate OE | ROW Width | |
| | 163+90.00 | UT | Relocate UT | ROW Width | |
| | 163+95.00 | OE | Relocate OE | ROW Width | |
| | 173+40.00 | OE | Relocate OE | ROW Width | |
| | 173+40.00 | UT | Relocate UT | ROW Width | |
| 173+50.00 | 181+85.00 | OE | Relocate OE | 835.00 FT | |
| 173+60.00 | 187+60.00 | UT | Relocate UT | 1400.00 FT | |
| 178+10.00 | 187+20.00 | WL | Relocate WL | 910.00 FT | |
| | 187+20.00 | WL | Relocate WL | ROW Width | |
| 181+60.00 | 187+70.00 | OE | Relocate OE | 610.00 FT | |
| 181+60.00 | 187+70.00 | GL | Relocate GL | 600.00 FT | |
| | 187+85.00 | OE | Verify Meets TAC | ROW Width | |
| | 187+85.00 | UT | Verify Meets TAC | ROW Width | |
| | 187+85.00 | GL | Verify Meets TAC | ROW Width | |
| 187+70.00 | 251+00.00 | FOC | Relocate FOC | 6330.00 FT | |
| 189+30.00 | 225+60.00 | WL (Reclaimed) | Relocate WL | 3570.00 FT | North Side |
| | 251+30.00 | WL (Reclaimed) | Relocate WL | ROW Width | |
| | 225+60.00 | WL (Reclaimed) | Relocate WL | ROW Width | |
| 191+90.00 | 210+40.00 | WL | Relocate WL | 1850.00 FT | South Side |
| 191+70.00 | 200+30.00 | OE | Relocate OE | 540.00 FT | |
| | 196+00.00 | OE | Verify Meets TAC | ROW Width | |
| | 193+30.00 | UT | Verify Meets TAC | ROW Width | |
| | 193+90.00 | UT | Verify Meets TAC | ROW Width | |
| | 194+00.00 | OE | Verify Meets TAC | ROW Width | |
| | 194+70.00 | GL | Verify Meets TAC | ROW Width | |
| | 194+70.00 | UT | Verify Meets TAC | ROW Width | |
| | 201+50.00 | OE | Verify Meets TAC | ROW Width | |
| | 201+00.00 | OE | Relocate OE Pole | 1 EA | |
| | 203+90.00 | WW | Verify Manhole Meets TAC | 1 EA | |
| | 205+50.00 | WW | Verify Manhole Meets TAC | 1 EA | |
| | 209+30.00 | WL | Verify Meets TAC | ROW Width | |
| 209+30.00 | 210+30.00 | WL | Relocate WL | 100.00 FT | North Side |
| 206+60.00 | 212+00.00 | UT | Relocate UT | 540.00 FT | |
| | 210+50.00 | UT | Verify Meets TAC | ROW Width | |
| | 210+50.00 | OE | Verify Meets TAC | ROW Width | |
| 210+50.00 | 213+60.00 | OE | Relocate OE | 310.00 FT | |
| 211+10.00 | 226+70.00 | PL | Verify Meets TAC | 1560.00 FT | |

- Burm Utilities

County # Wichita
 District Wichita Falls
 ROW CSJ # 0156-08-002
 CCSJ # 0156-08-001
 Federal Project # _____
 Federal Highway Administration
 CFDA # 20.205
 Not Research and Development

| Gresham Road Utility Conflicts | | | | | |
|--------------------------------|-----------|----------------|------------------|------------|------|
| STA | | Utility | Conflict | Length | |
| From | To | | | | |
| | 232+60.00 | PL | Verify Meets TAC | ROW Width | |
| | 236+50.00 | WL (Reclaimed) | Verify Meets TAC | ROW Width | |
| | 236+75.00 | OE | Verify Meets TAC | ROW Width | |
| | 237+50.00 | WL | Verify Meets TAC | ROW Width | |
| | 243+00.00 | OE | Verify Meets TAC | ROW Width | |
| | 246+20.00 | WL | Verify Meets TAC | ROW Width | |
| 232+75.00 | 251+00.00 | OE | Relocate OE | 1825.00 FT | |
| | 247+30.00 | OE | Relocate OE Pole | | 1 EA |
| | 249+10.00 | PL | Relocate PL | ROW Width | |
| | 251+00.00 | OE | Relocate OE Pole | | 3 EA |
| | | | | | |

County # Wichita
 District Wichita Falls
 ROW CSJ # 0156-08-002
 CCSJ # 0156-08-001
 Federal Project # _____
 Federal Highway Administration
 CFDA # 20.205
 Not Research and Development

| PARCEL | OWNER | TAKING ACRES | LOCATION | Appraisal | Appraisal Review | Estimated Closing Costs | Estimated Title Policy Premiums | Real Estate Services Not to Exceed | Estimated Expenses for Certified Mail Postage and Mileage | Estimated Land Value | Estimated Total Cost |
|--------|---|--------------|----------|-----------|------------------|-------------------------|---------------------------------|------------------------------------|---|----------------------|----------------------|
| 1 & 3 | EDWARD K CLACK AKA EDWARD KERRY CLACK (County) | 5.677 | CD | 2,630.00 | 1,230.00 | 300.00 | 330.00 | 8,000.00 | 123.00 | 21,708.00 | 22,708.00 |
| | EDWARD K CLACK AKA EDWARD KERRY CLACK (City) | 2.560 | CT | | | 300.00 | 238.00 | | 123.00 | 10,640.00 | 11,303.00 |
| 2 | WICHITA COUNTY | 0.609 | CD | | | | | | | | |
| 4 | BENNY LINDEMAN / TERRY LINDEMAN | 0.113 | CD | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 1,073.30 | 13,636.30 |
| 5 | WICHITA COUNTY | 9.093 | CD | | | | | | | | |
| 6 | ROSEMARY BATTLES | 0.061 | CD | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 300.00 | 13,063.00 |
| 7 | ROSEMARY BATTLES | 0.027 | CD | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 300.00 | 13,063.00 |
| 8 | ROSEMARY BATTLES | 0.028 | CD | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 300.00 | 13,063.00 |
| 9A | PHIL HUFFMAN AND WIFE BARBARA HUFFMAN | 0.063 | CD | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 398.30 | 13,161.30 |
| 9B | HERBERT E WALL ET UX JUDY L WALL | 0.377 | CD | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 1,308.00 | 14,071.00 |
| 10 | JAMES LYNN KNOX ET UX REBECCA SUE KNOX | 0.108 | CD | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 394.00 | 13,137.00 |
| 11 | WILLIAM L BRUGMAN ET UX KRISTAL R BRUGMANN | 0.129 | CD | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 316.00 | 13,079.00 |
| 12 | WILLIAM ANTHONY EVERETT | 0.031 | CD | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 300.00 | 13,063.00 |
| 13 | RICKEY NORTHRIP ET UX SHERRIE NORTHRIP | 0.032 | CD | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 300.00 | 13,063.00 |
| 14 | KURAN RESOURCES | 0.032 | CD | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 300.00 | 13,063.00 |
| 15 | GUY DUKE | 0.109 | CD | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 1,033.30 | 13,388.30 |
| 16 | KURAN RESOURCES | 0.251 | CD | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 1,004.00 | 13,367.00 |
| 17 | ROBERT & ELIZABETH BARKER | 0.033 | CD | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 300.00 | 13,063.00 |
| 18 | KAREN HICKS | 0.116 | CD | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 638.00 | 13,201.00 |
| 19 | SUPERIOR PALLET COMPANY | 0.568 | CD | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 2,272.00 | 14,833.00 |
| 20 | RAYMOND J OWENS ET UX MARY L OWENS | 0.018 | CD | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 300.00 | 13,063.00 |
| 21 | ERNEST F GRANT III | 0.070 | CD | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 300.00 | 13,063.00 |
| 22 | BARRY C HARRIS | 0.068 | CD | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 300.00 | 13,063.00 |
| 23 | BURKBURNETT CO | 0.229 | CD | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 2,290.00 | 14,853.00 |
| 24 | BARRY CARL HARRIS JR AND JERRY RUSSELL HARRIS | 0.070 | CD | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 663.00 | 13,228.00 |
| 25RR | WICHITA, TILLMAN, AND JACKSON RAILWAY CO INC | 0.769 | CD | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 7,690.00 | 20,233.00 |
| 26 | JEWELL L DIAL | 2.302 | CD | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 9,208.00 | 21,771.00 |
| 27 | RILEY PROPERTIES COMPANY, LTD | 3.770 | CD | 2,630.00 | 1,230.00 | 300.00 | 272.00 | 8,000.00 | 123.00 | 15,080.00 | 27,677.00 |
| 28 | CITY OF BURKBURNETT | 1.990 | CY | | | | | | | | |
| 29 | DIANA L WATSON | 0.002 | CY | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 300.00 | 13,063.00 |
| 30 | KELVIN W PARKER ET UX RHONDA K PARKER | 0.015 | CY | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 300.00 | 13,063.00 |
| 31 | STACY SCHROEDER | 0.016 | CY | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 300.00 | 13,063.00 |
| 32 | CITY OF BURKBURNETT | 0.010 | CY | | | | | | | | |
| 33 | LOYD & BILLIE POTTS | 0.020 | CY | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 300.00 | 13,063.00 |
| 34 | RAY GOODE ET UX SHIRLEY GOODE | 0.080 | CY | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 300.00 | 13,063.00 |
| 35 | THE RAYMOND R DILLINGHAM TRUST & LUCILLE DILLINGHAM R | 0.016 | CY | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 300.00 | 13,063.00 |
| 36 | WICHITA COUNTY | 0.290 | CD | | | | | | | | |
| 37 | E & E DRILLING CO, INC | 0.877 | CY | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 3,700.30 | 18,263.30 |
| 38 | F T FELTY | 2.362 | CY | 2,630.00 | 1,230.00 | 300.00 | 292.00 | 8,000.00 | 123.00 | 17,713.00 | 30,332.00 |
| 39 | WICHITA COUNTY | 0.233 | CD | | | | | | | | |
| 40 | CITY OF BURKBURNETT | 2.509 | CY | | | | | | | | |
| 41 | GLORIA V KENNEDY | 2.727 | CY | 2,630.00 | 1,230.00 | 300.00 | 242.00 | 8,000.00 | 123.00 | 10,908.00 | 23,475.00 |
| 42 | BURKBURNETT BUTANE CO INC | 0.002 | CY | 2,630.00 | 1,230.00 | 300.00 | 238.00 | 8,000.00 | 123.00 | 300.00 | 13,063.00 |
| | | | | | | | | | | | 548,241.00 |
| | | | | | | | | | | | 520,000.00 |
| | | | | | | | | | | | 568,241.00 |



City Commission Agenda Memo

From: Gordon Smith, Director of Public Works
Date: May 6, 2016
Item: Re-Appointment for Planning and Zoning Board

Background

The City of Burkburnett Planning and Zoning Board consist of five (5) appointed members that serve a 2 year term. One (1) member is nearing their term; Mrs. Carla Walters.

Staff contacted Mrs. Walters and she agreed to serve the additional term.

Fiscal Impact

N/A

Options

- Approve Appointment
- Motion for another candidate to be appointed (if a BOC has a candidate)

Staff Recommendation

Approve Re-Appointment of Mrs. Carla Walters to the Planning and Zoning Board for an additional 2 year term.

Attachments

N/A