

# CITY COUNCIL

## MEETING AGENDA

MAY 06, 2024, 7:00 PM



CITY COUNCIL REGULAR MEETING

HISTORIC CHURCH BUILDING - 403 N 7TH STREET, SANGER, TEXAS

### CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

### INVOCATION AND PLEDGE

### CITIZENS COMMENTS

*This is an opportunity for citizens to address the Council on any matter. Comments related to public hearings will be heard when the specific hearing begins. Citizens are allowed 3 minutes to speak. Each speaker must complete the Speaker's Form and include the topic(s) to be presented. Citizens who wish to address the Council with regard to matters on the agenda will be received at the time the item is considered. The Council is not allowed to converse, deliberate or take action on any matter presented during citizen input.*

### SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

*Mayoral proclamations, presentations of awards and certificates, and other acknowledgments of significant accomplishments or service to the community.*

- [1.](#) Recognize winners of the 2024 Citywide Art competition.

### CONSENT AGENDA

*All items on the Consent Agenda will be acted upon by one vote without being discussed separately unless requested by a Councilmember to remove the item(s) for additional discussion. Any items removed from the Consent Agenda will be taken up for individual consideration.*

- [2.](#) Consideration and possible action on the minutes from the April 15, 2024, meeting.
- [3.](#) Consideration and possible action on entering into an Interlocal agreement with the City of Denton for the exchange of one (1) Remote Supervisory PME 9, 600A, 3-phase, pad-mounted, Switchgear and authorizing the City Manager to execute said agreement and all necessary documents.
- [4.](#) Consideration and possible action on authorizing staff to extend the contract for brush collection and disposal with Republic Services.

## **ACTION ITEMS**

5. Consideration and possible action on a contract with Reynolds Asphalt & Construction Co. to perform pavement resurfacing services in an amount not to exceed \$796,739.50 and authorize the Mayor or City Manager to execute said contract.

## **FUTURE AGENDA ITEMS**

*The purpose of this item is to allow the Mayor and Councilmembers to bring forward items they wish to discuss at a future meeting, A Councilmember may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting. Items may be placed on a future meeting agenda with a consensus of the Council or at the call of the Mayor.*

## **INFORMATIONAL ITEMS**

*Information Items are for informational purposes only. No action may be taken on items listed under this portion of the agenda.*

6. Rider GCR - Rate Filing under Docket No. 10170 - 04-23-2024

## **ADJOURN**

**NOTE:** The City Council reserves the right to adjourn into Executive Session as authorized by Texas Government Code, Section 551.001, et seq. (The Texas Open Meetings Act) on any item on its open meeting agenda in accordance with the Texas Open Meetings Act, including, without limitation Sections 551.071-551.087 of the Texas Open Meetings Act.

## **CERTIFICATION**

I certify that a copy of this meeting notice was posted on the bulletin board at City Hall that is readily accessible to the general public at all times and was posted on the City of Sanger website on May 1, 2024, at 3:00 PM.

**/s/Kelly Edwards**

Kelly Edwards, City Secretary

The Historical Church is wheelchair accessible. Request for additional accommodations or sign interpretation or other special assistance for disabled attendees must be requested 48 hours prior to the meeting by contacting the City Secretary's Office at 940.458.7930.





# CITY COUNCIL COMMUNICATION

**DATE:** May 6, 2024  
**FROM:** Kelly Edwards, City Secretary  
**AGENDA ITEM:** Consideration and possible action on the minutes from the April 15, 2024, meeting.

**SUMMARY:**

N/A

**FISCAL INFORMATION:**

Budgeted: N/A

Amount: \$0.00

GL Account: N/A

**RECOMMENDED MOTION OR ACTION:**

Approve the minutes from the meeting on April 15, 2024.

**ATTACHMENTS:**

City Council minutes

# CITY COUNCIL MEETING MINUTES



**APRIL 15, 2024, 6:00 PM**

**CITY COUNCIL REGULAR MEETING  
HISTORIC CHURCH BUILDING - 403 N 7TH STREET, SANGER, TEXAS**

## **CALL THE WORK SESSION TO ORDER AND ESTABLISH A QUORUM**

Mayor Muir called the work session to order at 6:00 p.m.

## **COUNCILMEMBERS PRESENT**

Mayor	Thomas Muir
Mayor Pro Tem, Place 2	Gary Bilyeu
Councilmember, Place 1	Marissa Barrett
Councilmember, Place 3	Dennis Dillon
Councilmember, Place 4	Allen Chick
Councilmember, Place 5	Victor Gann

## **COUNCILMEMBERS ABSENT**

None

## **STAFF MEMBERS PRESENT:**

City Manager John Noblitt, Assistant City Manager Alina Ciocan, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Chief Financial Officer Clayton Gray, Director of Public Works Jim Bolz, Parks & Recreation Director Ryan Nolting, and Police Chief Tyson Cheek.

## **DISCUSSION ITEMS**

1. Presentation and overview of Finance Department operations.

CFO Gray provided a presentation and overview of the department.

Discussion ensued regarding the billing process, including the changes to the process as new meters are installed, customer notifications based on usage, payment arrangements, and the collection of past-due payments process.

**OVERVIEW OF ITEMS ON THE REGULAR AGENDA**

CFO Gray provided an overview of Agenda Item 5 regarding the contract with MBVA to collect delinquent property taxes.

Craig Morton, MBVA, answered questions regarding their contract and services.

**ADJOURN THE WORK SESSION**

There being no further business, Mayor Muir adjourned the work session at 6:58 p.m.

**CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM**

Mayor Muir called the regular meeting to order at 7:08 p.m.

**COUNCILMEMBERS PRESENT**

- |                        |                 |
|------------------------|-----------------|
| Mayor                  | Thomas Muir     |
| Mayor Pro Tem, Place 2 | Gary Bilyeu     |
| Councilmember, Place 1 | Marissa Barrett |
| Councilmember, Place 3 | Dennis Dillon   |
| Councilmember, Place 4 | Allen Chick     |
| Councilmember, Place 5 | Victor Gann     |

**COUNCILMEMBERS ABSENT**

None

**STAFF MEMBERS PRESENT:**

City Manager John Noblitt, Assistant City Manager Alina Ciocan, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Chief Financial Officer Clayton Gray, Director of Public Works Jim Bolz, Parks & Recreation Director Ryan Nolting, Director of Economic Development Shani Bradshaw, and Police Chief Tyson Cheek.

**INVOCATION AND PLEDGE**

Councilmember Dillon gave the Invocation. The Pledge of Allegiance was led by Councilmember Barrett.

## CITIZENS COMMENTS

No one addressed the Council.

## SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

### 2. Proclamation - Mental Health Month in the City of Sanger 2024

Mayor Muir introduced Maria Jones and Ann Hughes and each provided an overview of the organizations they support.

Mayor Muir read the proclamation declaring May 2024 as Mental Health Month and May 10, 2024, as Children's Mental Health Awareness Day

## CONSENT AGENDA

3. Consideration and possible action on the minutes from the April 1, 2024, meeting.
4. Consideration and possible action on Ordinance No. 04-06-24 to impose additional penalty for collection costs.
5. Consideration and possible action approving an amended contract for the collection of delinquent property taxes between the City of Sanger and McCreary, Veselka, Bragg and Allen, P.C., and authorizing the City Manager to execute all necessary documents.
6. Consideration and possible action on the Final Plat of Marley Meadows being 19.653 acres described as A0658A JANUARY TR 3, located in the City of Sanger's ETJ, and generally located on the west side of Sam Bass Road and approximately 1307 feet north of the intersection of FM 455 and Sam Bass Road.

Mayor Muir removed Item 5 and Item 6 from the Consent Agenda for additional discussion.

Motion to approve Item 3 and Item 4 made by Councilmember Bilyeu, Seconded by Councilmember Barrett.

Ayes: Barrett, Bilyeu, Chick, Dillon, and Gann.

Nays: None

Motion passed unanimously.

Discussion regarding Item 5 included the changes in the contract, the percentage allowed by state law, and the average of accounts sent for collections.

Motion to approve Item 5 made by Councilmember Bilyeu, Seconded by Councilmember Dillon.

Ayes: Barrett, Bilyeu, Chick, Dillon, and Gann.

Nays: None  
Motion passed unanimously.

Discussion regarding Item 6 included clarification that the motion would be to deny the final plat.

Motion to deny Item 6 due to the Planning and Engineering comments not being satisfied made by Councilmember Bilyeu, Seconded by Councilmember Barrett.  
Ayes: Barrett, Bilyeu, Chick, Dillon, and Gann.  
Nays: None  
Motion passed unanimously.

### **PUBLIC HEARING ITEMS**

7. Conduct a public hearing on Ordinance No. 04-07-24 amending Sanger's Water Conservation and Drought Contingency Plan.

Mayor Muir opened the public hearing at 7:32 p.m.

Director Bolz provided an overview of the item which requires renewal every five years.

Mayor Muir closed the public hearing at 7:34 p.m.

### **ACTION ITEMS**

8. Consideration and possible action on Ordinance No. 04-07-24 Amending Sanger's Water Conservation and Drought Contingency Plan.

Discussion ensued regarding the watering restriction during Phase II of the plan, enforcement and who serves as the Water Conservation Coordinator.

Motion to approve made by Councilmember Barrett, Seconded by Councilmember Dillon.  
Ayes: Barrett, Bilyeu, Chick, Dillon, and Gann.  
Nays: None  
Motion passed unanimously.

9. Consideration and possible action on selecting a possible layout concept for the new Downtown Park.

Director Nolting provided an overview of the item and the layout as provided in the packet.

Discussion ensued regarding the proposed layout of the property, themes for the concept plan, and a wall or barrier between the service road and railroad tracks.



Motion to approve made by Councilmember Barrett, Seconded by Councilmember Bilyeu.

Ayes: Barrett, Bilyeu, Chick, Dillon, and Gann.

Nays: None

Motion passed unanimously.

### **FUTURE AGENDA ITEMS**

No new items.

### **INFORMATIONAL ITEMS**

10. Atmos Rider GCR - Rate Filing under Docket No. 10170 - March 26, 2024

### **ADJOURN**

There being no further business, Mayor Muir adjourned the meeting at 7:51 p.m.

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Thomas E. Muir, Mayor

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Kelly Edwards, City Secretary



# CITY COUNCIL COMMUNICATION

**DATE:** May 6, 2024

**FROM:** Ronnie Grace, Director of Electric

**AGENDA ITEM:** Consideration and possible action on entering into an Interlocal agreement with the City of Denton for the exchange of one (1) Remote Supervisory PME 9, 600A, 3-phase, pad-mounted, Switchgear and authorizing the City Manager to execute said agreement and all necessary documents.

**SUMMARY:**

- The current lead time for a Switchgear is seventy-five weeks.
- Due to the lead time, this agreement will provide a Switchgear for the IH-35 Electric utility relocation within a week.
- This specific switchgear is for the Walmart portion of IH-35 Project.

**FISCAL INFORMATION:**

Budgeted: N/A                      Amount: N/A                      GL Account: N/A

Power Standard will assume all cost in accordance with RFP #2023-08 for relocating Electric Power Distribution Facilities for the City of Sanger.

**RECOMMENDED MOTION OR ACTION:**

Staff recommends approval.

**ATTACHMENTS:**

- City Council Communication
- Interlocal Agreement

## INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_. 2024, between the City of Denton, Texas, a home-rule municipal corporation (hereinafter the “City”) and the City of Sanger, Texas, a home-rule municipal corporation (hereinafter “City of Sanger” or “Sanger”) (each, a “party,” collectively, the “parties”).

WHEREAS, both the City and Sanger have the authority to enter into this Agreement pursuant to Chapter 791, Texas Government Code; and

WHEREAS, the exchange of one (1) Remote Supervisory PME 9, 600A, 3-phase, pad-mounted, serial number 670-23-00398 for a Remote Supervisory PME 9, 600A, 3-phase, pad-mounted (serial number to be provided upon Sanger’s receipt) contemplated under this Agreement is of mutual interest and benefit to City of Sanger and the City. The purpose of this Agreement is for the exchange of an electric automatic switchgear to City of Sanger which is intended to provide electrical service to the Wal Mart Distribution Center in Sanger, Texas.

WHEREAS, it is mutually beneficial to both parties to execute this Agreement whereby each entity can achieve common objectives relating to the provision of electricity service to their respective residents.

WHEREAS, The City of Sanger agrees to utilize the equipment purchased by the City in this Agreement for the express purpose of an electric automatic switchgear to City of Sanger which is intended to provide electrical service to Wal Mart Distribution Center in Sanger, Texas.

NOW THEREFORE, in consideration of the mutual representations, terms and covenants hereafter set forth, the parties hereby agree as follows:

1. **STATEMENT OF WORK.** The City will deliver one (1) Remote Supervisory PME 9, 600A, 3-phase, pad-mounted, serial number 670-23-00398 “Switchgear” to City of Sanger within sixty (60) business days of the execution of this Agreement.
2. **LOCATION.** The City of Sanger will provide the City with information as to where the City of Sanger will take delivery of the remote supervisory PME-9 prior to delivery by the City.
3. **RECOUPMENT BY THE CITY OF SANGER.** The City of Sanger will provide to City (1) remote supervisory PME9 switchgear of exact specification of the equipment described in Section 1 to the City within thirty (30) days of the City of Sanger receiving the unit purchased in accordance with RFP #2023-08 awarded to Power Standard for RELOCATING ELECTRIC POWER DISTRIBUTION FACILITIES for the City of Sanger. City of Sanger will deliver to the City the equipment at a location identified by the City.
4. **WARRANTY.** The City will transfer and assign the manufacturer’s warranty to the Transformer to City of Sanger upon delivery of such switchgear. The City makes no other representation or warranty as to the switchgear and its fitness for a particular purpose, merchantability, workmanship, manufacture, or otherwise. The City of Sanger will transfer and assign the manufacturer’s warranty to the Transformer to City upon delivery of such switchgear.
5. **BREACH / OPPORTUNITY TO CURE.** The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default at least thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

6. **LIABILITY.** The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party.

7. **FORCE MAJEURE.** Except for the obligation for the payment of money, if either party fails to fulfill its obligations hereunder when such failure is due to an act of God, or other circumstance beyond its reasonable control, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this Agreement; provided, however, if City of Sanger’s delivery of the equipment is delayed for any reason the City can elect to receive payment equal to the cost of the equipment instead of waiting for delivery of the equipment.

8. **DISPUTE RESOLUTION.** The City and the City of Sanger must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and such process is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practice and Remedies Code. Nothing in this Agreement waives or relinquishes the right of City of Sanger or the City to claim any exemptions, privileges and immunities as may be provided by law.

9. **GOVERNING LAW AND REMEDIES.** This Agreement shall be construed by and governed by the laws of the State of Texas. Venue for any legal action necessary to enforce the Agreement will be in Denton County, Texas. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

10. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties and supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter of the Agreement. No amendments or modification of this Agreement shall be effective unless set forth in writing executed by duly authorized representatives of each party.

11. **WAIVER AND AMENDMENT.** No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any right or remedy, or future exercise thereof.

12. **ASSIGNMENT.** This Agreement may not be assigned in whole or in part by any of the Parties without prior written consent of the other Party.

13. **SEVERABILITY.** If any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, the same shall not affect the remaining portions of this Agreement and such remaining portions shall remain in full force and effect.

14. **NOTICE.** Any notice required to be given in connection with this Agreement shall be in writing and shall be deemed effective if hand delivered, or if sent by United States certified mail, return receipt requested, postage prepaid, or if sent by private receipted courier guaranteeing same-day or next-day delivery, addressed to the respective party at its address provided below. If sent by U.S. certified mail in accordance with this Section, such notices shall be deemed given and received on the earlier of (a) actual receipt at the address of the named addressee, or (b) on the third (3rd) business day after deposit with the United States Postal Service. Notice given by any other means shall be deemed given and received only upon actual receipt at the address of the named addressee.

Party:	City	City of Sanger
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Name:	Denton Municipal Electric	City of Sanger
Attn:	Antonio Puente	
Address:	1659 Spencer Road, Denton, TX 76205	
Telephone:	940-349-8487	
Email:	<a href="mailto:Antonio.Puente@cityofdenton.com">Antonio.Puente@cityofdenton.com</a>	

15. NO THIRD-PARTY BENEFICIARIES. For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) the Agreement only affects matters / disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with the City of Sanger or the City, or both; and (2) the terms of this Agreement are not intended to release, either by contract or by operation of law, any third person or entity from obligations owed by them to either the City of Sanger or the City.

The parties have caused this Agreement to be executed by their duly authorized representative.

**City of Denton**

**City of Sanger**

By: \_\_\_\_\_  
Name: Sara Hensley  
Title: City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:  
Lauren Thoden, City Secretary

By: \_\_\_\_\_

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED  
as to financial and operational obligations and business terms.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

By: \_\_\_\_\_



# CITY COUNCIL COMMUNICATION

**DATE:** May 06, 2024

**FROM:** Jim Bolz, Director of Public Works

**AGENDA ITEM:** Consideration and possible action on authorizing staff to extend the contract for brush collection and disposal with Republic Services.

**SUMMARY:**

- On May 2, 2022, the City Council approved a one-year contract with Republic Services for brush collection and disposal
- The contract may be extended upon mutual consent for four (4) additional one-year extension periods
- Per the contract, there will be a 3% increase upon extension

**FISCAL INFORMATION:**

Budgeted: YES                      Amount: \$80,000.00                      GL Account: 180-18-5476

**RECOMMENDED MOTION OR ACTION:**

Staff recommends approval

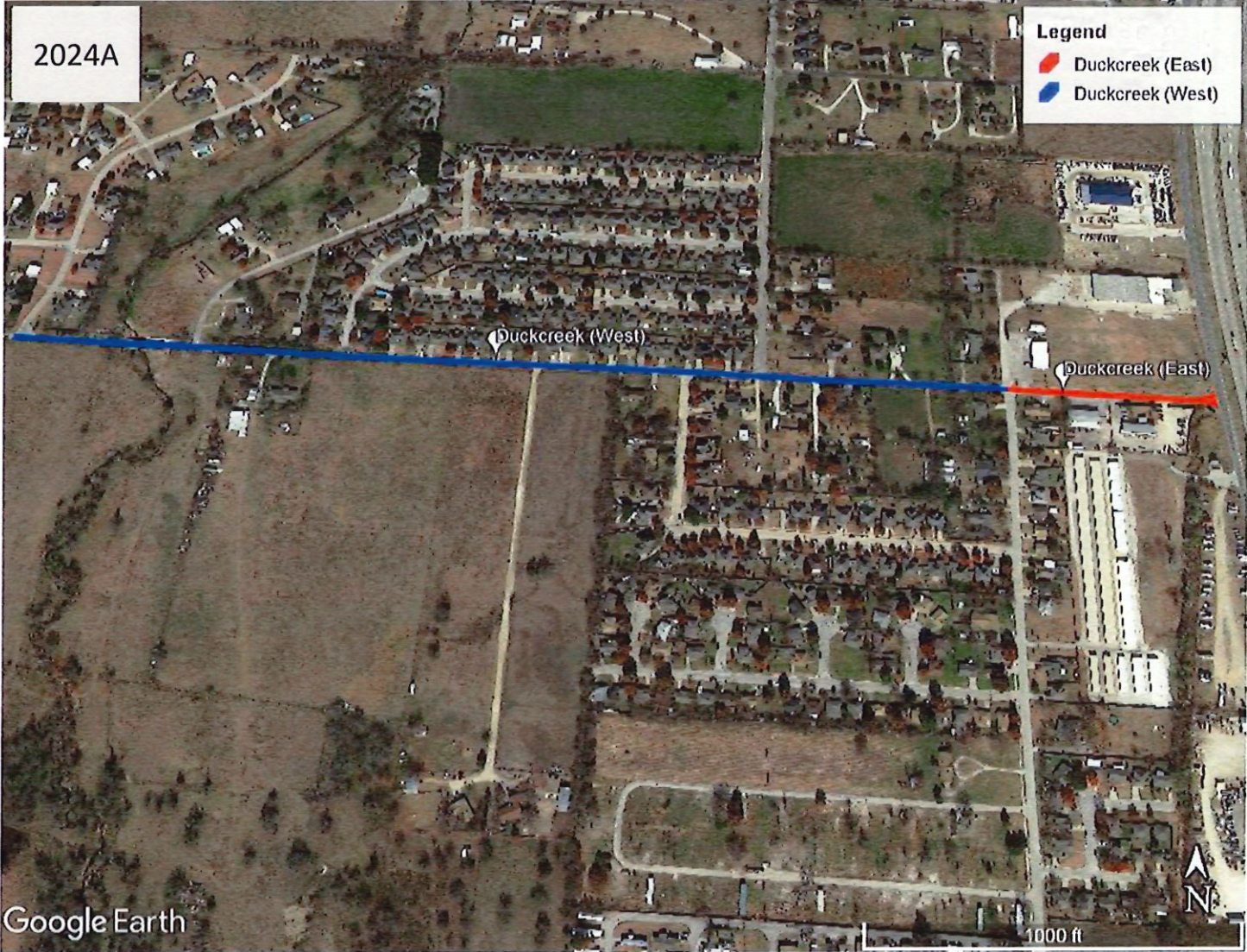
**ATTACHMENTS:**





**2024 A**

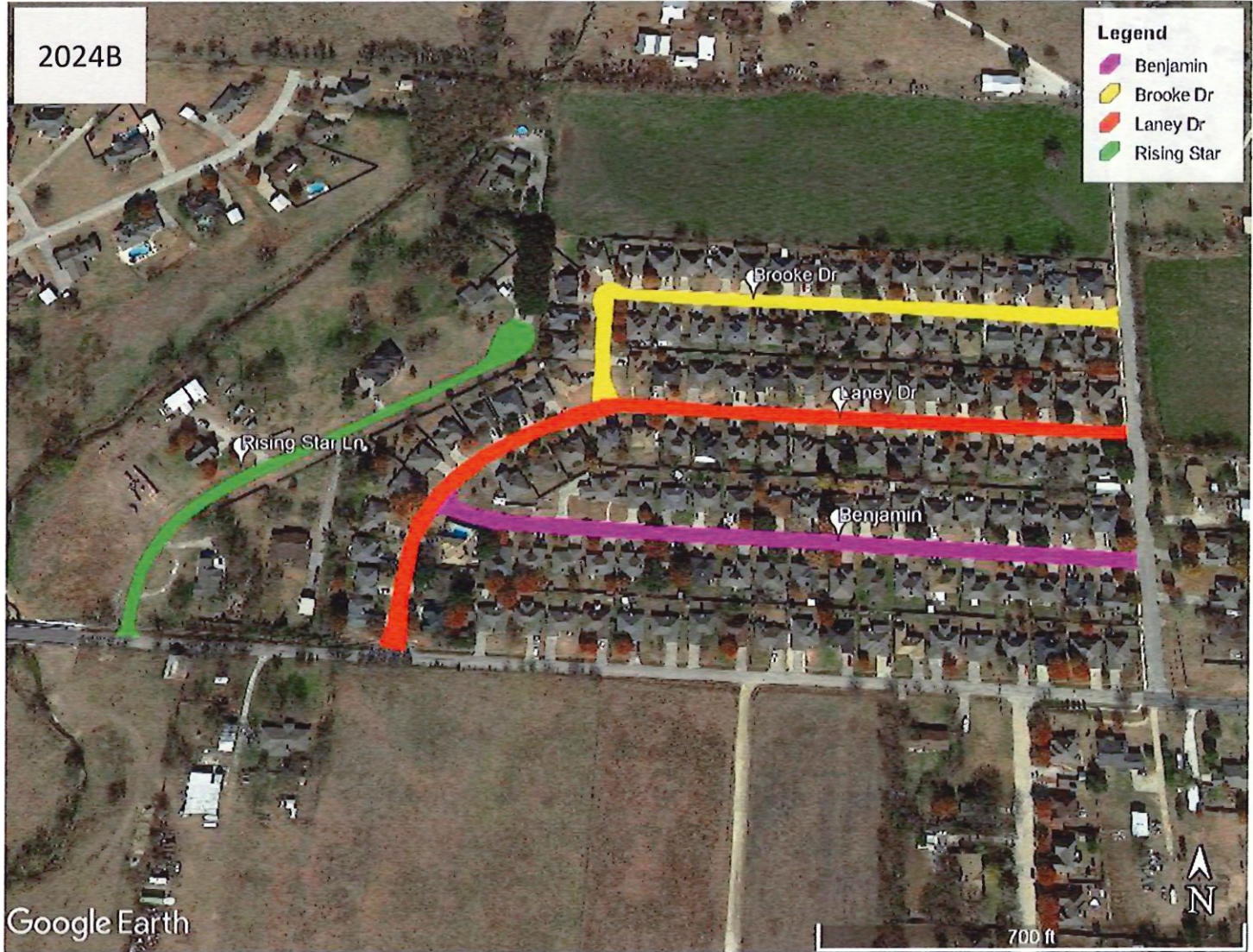
- Duckcreek (West of Keaton)
- Duckcreek (East of Keaton)





**2024 B**

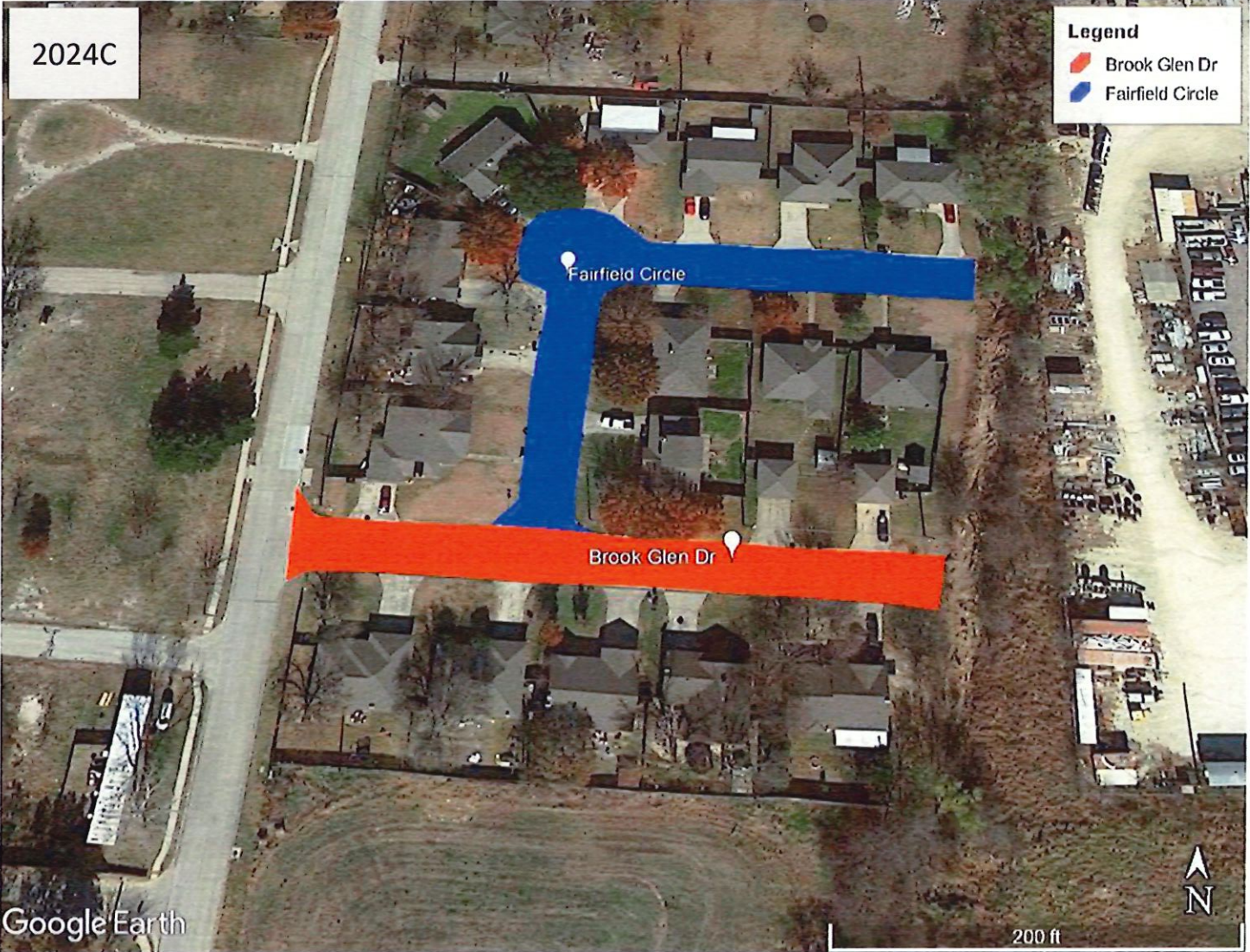
- Brooke Dr. from N Keaton Rd to Laney Dr.
- Laney Dr. from N Keaton Rd. to Duckcreek Rd.
- Benjamin from Laney Dr. to N Keaton Rd.
- Rising Start Ln. from Duckcreek Rd. to dead end





**2024 C**

- Brook Glen Dr from Keaton Rd. to dead end
- Fairfield Cr from Brook Glen Dr. to dead end



**REYNOLDS ASPHALT & CONSTRUCTION COMPANY**

*Since 1981*

P.O. Box 370 \* Euless, TX 76039

Metro (817) 267-3131 \* Fax (817) 267-7022

Sanger Asphalt Rehab - Various Streets  
 Sanger, Texas  
 City of Sanger

Quoted: 4/5/24 9:45 AM

Item	Description	Estimated Quantity	Unit	Unit Bid	Bid Extension
<b>Duck Creek W</b>					
2	2" Ty "D" HMAC	795.0	TON	\$109.10	\$86,734.50
10	Additional Mileage Hauled more than 10 miles	795.0	TON	\$16.20	\$12,879.00
17	8"-28#/SY Cement Stab Existing	7,080.0	SY	\$11.10	\$78,588.00
20	Hauling Excessive Material	400.0	CY	\$33.40	\$13,360.00
26	Backfill Shoulders	4,900.0	LF	\$1.70	\$8,330.00
					\$199,891.50
<b>Duck Creek E</b>					
2A	2" Ty "D" HMAC	460.0	TON	\$109.10	\$50,186.00
10A	Additional Mileage Hauled more than 10 miles	460.0	TON	\$16.20	\$7,452.00
17A	8"-28#/SY Cement Stab Existing	4,090.0	SY	\$11.10	\$45,399.00
20A	Hauling Excessive Material	230.0	CY	\$33.40	\$7,682.00
26A	Backfill Shoulders	2,830.0	LF	\$1.70	\$4,811.00
					\$115,530.00
					\$315,421.50

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Sanger Asphalt Rehab - Various Streets  
Sanger, Texas  
City of Sanger

Quoted: 4/5/24 9:45 AM

Item	Description	Estimated Quantity	Unit	Unit Bid	Bid Extension
<b>Brooke</b>					
1	2" Ty "D" HMAC	435.0	TON	\$105.00	\$45,675.00
10	Additional Mileage Hauled more than 10 miles	435.0	TON	\$16.20	\$7,047.00
17	8"-28#/SY Cement Stab Existing	3,585.0	SY	\$11.10	\$39,793.50
20	Hauling Excessive Material	200.0	CY	\$33.40	\$6,680.00
					<u>\$99,195.50</u>
<b>Laney</b>					
1A	2" Ty "D" HMAC	575.0	TON	\$105.00	\$60,375.00
10A	Additional Mileage Hauled more than 10 miles	575.0	TON	\$16.20	\$9,315.00
17A	8"-28#/SY Cement Stab Existing	4,725.0	SY	\$11.10	\$52,447.50
20A	Hauling Excessive Material	265.0	CY	\$33.40	\$8,851.00
					<u>\$130,988.50</u>
<b>Benjamin</b>					
1B	2" Ty "D" HMAC	450.0	TON	\$105.00	\$47,250.00
10B	Additional Mileage Hauled more than 10 miles	450.0	TON	\$16.20	\$7,290.00
17B	8"-28#/SY Cement Stab Existing	3,700.0	SY	\$11.10	\$41,070.00
20B	Hauling Excessive Material	205.0	CY	\$33.40	\$6,847.00
					<u>\$102,457.00</u>
<b>Rising Star</b>					
1C	2" Ty "D" HMAC	335.0	TON	\$105.00	\$35,175.00
10C	Additional Mileage Hauled more than 10 miles	335.0	TON	\$16.20	\$5,427.00
17C	8"-28#/SY Cement Stab Existing	2,765.0	SY	\$11.10	\$30,691.50
20C	Hauling Excessive Material	155.0	CY	\$33.40	\$5,177.00
					<u>\$76,470.50</u>
					\$409,111.50

**REYNOLDS ASPHALT & CONSTRUCTION COMPANY***Since 1981*

P.O. Box 370 \* Euless, TX 76039

Metro (817) 267-3131 \* Fax (817) 267-7022

Sanger Asphalt Rehab - Various Streets  
 Sanger, Texas  
 City of Sanger

Quoted: 4/5/24 9:47 AM

Item	Description	Estimated Quantity	Unit	Unit Bid	Bid Extension
<b>Fairfield</b>					
1	2" Ty "D" HMAC	140.0	TON	\$128.30	\$17,962.00
10	Additional Mileage Hauled more than 10 miles	140.0	TON	\$16.20	\$2,268.00
17	8"-28#/SY Cement Stab Existing	1,245.0	SY	\$12.80	\$15,936.00
20	Hauling Excessive Material	70.0	CY	\$33.40	\$2,338.00
26	Backfill Shoulders	800.0	LF	\$1.70	\$1,360.00
					\$39,864.00
<b>Brook Glen</b>					
1A	2" Ty "D" HMAC	115.0	TON	\$128.30	\$14,754.50
10A	Additional Mileage Hauled more than 10 miles	115.0	TON	\$16.20	\$1,863.00
17A	8"-28#/SY Cement Stab Existing	1,000.0	SY	\$12.80	\$12,800.00
20A	Hauling Excessive Material	55.0	CY	\$33.40	\$1,837.00
26A	Backfill Shoulders	640.0	LF	\$1.70	\$1,088.00
					\$32,342.50
					\$72,206.50



Chris Felan  
Vice President  
Rates & Regulatory Affairs

April 23, 2024

City Official

Re: Rider GCR - Rate Filing under Docket No. 10170

Enclosed is Atmos Energy Corp., Mid-Tex Division's Statement of Rider GCR applicable for the May 2024 billing periods. This Statement details the gas cost component of the residential, commercial, and industrial sales rates for customers within your city. This filing is for informative purposes only and no action is required on your city's part.

Should you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Chris Felan". The signature is written in a cursive, flowing style.

Chris Felan  
Vice President, Rates and Regulatory Affairs  
Atmos Energy, Mid-Tex Division

Attachment

ATMOS ENERGY CORPORATION  
MID-TEX DIVISION  
STATEMENT OF RIDER GCR  
**May, 2024**  
PREPARED IN ACCORDANCE WITH  
GAS UTILITIES DOCKET NO. 10170

Item 6.

**Part (a) - Mid-Tex Commodity Costs**

Line	(a)	(b)			
1	Estimated Gas Cost per Unit:	\$0.20500			
2	Estimated City Gate Deliveries:	52,104,190			
3	Estimated Gas Cost:	\$10,681,359			
4	Lost and Unaccounted For Gas %	2.5932%			
5	Estimated Lost and Unaccounted for Gas	\$276,989			
6	Total Estimated City Gate Gas Cost:	\$10,958,348			
7	Estimated Sales Volume:	66,413,640			
8	Estimated Gas Cost Factor - (EGCF)	0.16500			
9	Reconciliation Factor - (RF):	0.00000			
10	Taxes (TXS):	0.00000			
11	Adjustment - (ADJ):	0.00000			
12	Gas Cost Recovery Factor - (GCRF) (Taxable)	0.16500	per Ccf	Btu Factor 0.1005	Per MMBtu \$1.6418
13	Customer Rate Relief - (CRR) (Non-Taxable)	0.11000	per Ccf	0.1005	\$1.0945

**Part (b) - Pipeline Services Costs**

Line	(a)	(b)	(c)	(d)	(e)
			Rate R - Residential	Rate C - Commercial	Rate I - Industrial Service Rate T - Transportation <sup>1</sup>
	<u>Fixed Costs</u>				
14	Fixed Costs Allocation Factors [Set by GUD 10170]	100.0000%	64.3027%	30.5476%	5.1497%
15	a. Current Month Fixed Costs of Pipeline Services	\$55,787,354	35,872,775	17,041,698	2,872,881
16	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
17	Net Fixed Costs	\$55,787,354	\$35,872,775	\$17,041,698	\$2,872,881
	<u>Commodity Costs</u>				
18	a. Estimated Commodity Cost of Pipeline Services	\$3,389,857	2,074,314	1,027,428	288,115
19	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
20	Net Commodity Cost of Pipeline Services	\$3,389,857	\$2,074,314	\$1,027,428	\$288,115
21	<b>Total Estimated Pipeline Costs (Line 16 + Line 19)</b>	\$59,177,211	\$37,947,089	\$18,069,126	\$3,160,996
22	Estimated Billed Volumes		65,447,300 Ccf	45,839,620 Ccf	4,868,820 MMBtu
23	Pipeline Cost Factor (PCF) [Line 20 / Line 21] (Taxable)		0.57980 Ccf	0.39420 Ccf	\$0.6492 MMBtu
24	Gas Cost Recovery Factor - (GCRF) [Line 12] (Taxable)		0.16500 Ccf	0.16500 Ccf	\$1.6418 MMBtu
25	Customer Rate Relief - (CRR) (Non-Taxable)		0.11000 Ccf	0.11000 Ccf	\$1.0945 MMBtu
26	<b>Rider GCR</b>		0.85480 Ccf	0.66920 Ccf	Rate I - \$3.3855 MMBtu
27					Rate T - \$0.6492 MMBtu

<sup>1</sup> Industrial Service and Transportation are reported in MMBtu. An MMBtu conversion factor of .1005 is used to convert from Ccf.