

ORDINANCE NO: 2024-07-09 ATMOS FRANCHISE

AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF ANGUS, NAVARRO COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANGUS, TEXAS:

SECTION 1. GRANT OF AUTHORITY: The City of Angus, Texas, hereinafter called "City," hereby grants to Atmos Energy Corporation, Mid-Tex Division, hereinafter called "Atmos Energy," its successors and assigns, consent to use and occupy the present and future streets, alleys, highways, public utility easements, public ways and other public places ("Public Rights-of-Way"), for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment (the "System") to deliver, transport, and distribute gas in, out of, and through City for persons, firms, and corporations, including all the general public, and to sell gas to persons, firms, and corporations, including all the general public, within the City corporate limits, as such limits may be amended from time to time during the term of this franchise, said consent being granted for a term ending December 31, 2048.

SECTION 2. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF ATMOS ENERGY FACILITIES:

- A. Atmos Energy shall lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment to minimize interference with traffic, place or cause to be placed appropriate barriers to mark excavations or obstructions, and restore to approximate original condition all Public Rights-of-Way that it may disturb. In determining the location of the facilities of the City and other users of Public Right-of-Way within City, City shall minimize interference with then existing facilities of Atmos Energy and shall require other users of Public Rights-of-Way to minimize interference with existing facilities of Atmos Energy. In the event of a conflict between the location of the proposed facilities of Atmos Energy and the location of the existing facilities of City or other users of Public Rights-of-Way within Public Rights-of-Way that cannot

omissions. Atmos Energy's insurance of its obligations and risks undertaken pursuant to this franchise may be in the form of self-insurance to the extent permitted by applicable law, under an Atmos Energy plan of self-insurance maintained in accordance with sound accounting and risk-management practices.

SECTION 4. NON-EXCLUSIVE FRANCHISE: The rights, privileges, and franchises granted by this ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for City and the inhabitants thereof.

SECTION 5. PAYMENTS TO CITY:

- A. Atmos Energy, its successors and assigns, agrees to pay and City agrees to accept, on or before the 1st day of March, 2025, and on or before the same day of each succeeding year during the term of this franchise the last payment being made on the 1st day of March, 2048, a sum of money which shall be equivalent to five percent (5%) of the Gross Revenues, as defined in 5.B below, received by Atmos Energy during the preceding calendar year.
- B. "Gross Revenues" shall mean:
- (1) all revenues received by Atmos Energy from the sale of gas to all classes of customers (excluding gas sold to another gas utility in the City for resale to its customers within City) within the City;
 - (2) all revenues received by Atmos Energy from the transportation of gas through the System of Atmos Energy within the City to customers located within the City (excluding any gas transported to another gas utility in City for resale to its customers within City);
 - (3) the value of gas transported by Atmos Energy for Transport Customers through the System of Atmos Energy within the City ("Third Party Sales")(excluding the value of any gas transported to another gas utility in City for resale to its customers within City), with the value of such gas to be established by utilizing Atmos Energy's monthly Weighted Average Cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably near the time as the transportation service is performed; and

- (4) “Gross Revenues” shall also include fees collected pursuant to this agreement and the following “miscellaneous charges”: charges to connect, disconnect, or reconnect gas and charges to handle returned checks from consumers within the City.
- (5) “Gross Revenues” shall not include:
- (a) revenues billed but not ultimately collected or received by Atmos Energy;
 - (b) contributions in aid of construction;
 - (c) the revenue of any affiliate or subsidiary of Atmos Energy;
 - (d) sales tax paid to the City;
 - (e) interest or investment income earned by Atmos Energy; and
 - (f) monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's right of way.

- C. The initial payment for the rights and privileges herein provided shall be for the privilege period January 1 through December 31, 2025, and each succeeding payment shall be for the privilege period of the calendar year in which the payment is made.

It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Atmos Energy or Atmos Energy’s agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Atmos Energy’s obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges aforesaid.

D. Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by Atmos Energy

If Atmos Energy should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in Atmos Energy's Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Atmos Energy to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver.

E. Atmos Energy Franchise Fee Recovery Tariff

- (1) Atmos Energy may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement.
- (2) City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Atmos Energy's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Atmos Energy's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by Atmos Energy and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Atmos Energy.
- (3) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Atmos Energy.

F. Lease of Facilities Within City's Rights-of-Way. Atmos Energy shall have the right to lease, license or otherwise grant to a party other than Atmos Energy the use of its facilities within the

City's public rights-of-way provided: (i) Atmos Energy first notifies the City of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Atmos Energy makes the franchise fee payment due on the revenues from such lease pursuant to Section 5 of this Ordinance. This authority to Lease Facilities within City's Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees.

G. City shall within thirty (30) days of final approval, give Company notice of annexations and disannexations of territory by the City, which notice shall include a map and addresses, if known. Upon receipt of said notice, Company shall promptly initiate a process to reclassify affected customers into the city limits no later than sixty (60) days after receipt of notice from the City. The annexed areas added to the city limits will be included in future franchise fee payments in accordance with the sales tax effective date of the annexation if notice was timely received from City. Upon request from City, Company will provide documentation to verify that affected customers were appropriately reclassified and included for purposes of calculating franchise fee payments. In no event shall the Company be required to add premises for the purposes of calculating franchise payment prior to the earliest date that the same premises are added for purposes of collecting sales tax.

SECTION 6. ACCEPTANCE OF FRANCHISE: In order to accept this franchise, Atmos Energy must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City. If such written acceptance of this franchise ordinance is not filed by Atmos Energy, the franchise ordinance shall be rendered null and void.

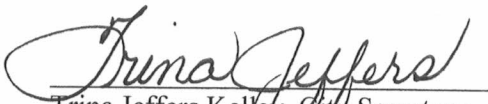
When this franchise ordinance becomes effective, all previous ordinances of City granting franchises for gas delivery purposes that were held by Atmos Energy shall be automatically canceled and annulled, and shall be of no further force and effect.

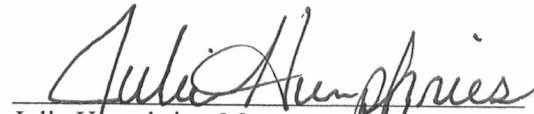
SECTION 7. PARAGRAPH HEADINGS. CONSTRUCTION: The paragraph headings contained in this ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this ordinance and this ordinance shall not be construed either more or less strongly against or for either party.

SECTION 8. EFFECTIVE DATE: If Atmos Energy accepts this ordinance, it becomes effective as of the date of final passage and approval. Franchise payments remitted to City prior to the passage date of this ordinance shall be calculated pursuant to the previous franchise agreement.

PASSED AND APPROVED on this the 9th day of July, 2024.

ATTEST:

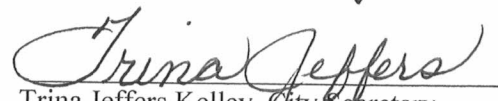

Trina Jeffers Kelley, City Secretary


Julie Humphries, Mayor
City of Angus, Texas

STATE OF TEXAS §
COUNTY OF NAVARRO §
CITY OF ANGUS §

I, Trina Jeffers Kelley, City Secretary of the City of Angus, Navarro County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed by the City Council of the City of Angus, Texas, at a Regular Council session, held on the 9th day of July, 2024, as it appears of record in the Minutes in Book _____, page _____.

WITNESS MY HAND AND SEAL OF SAID CITY, this the 9th day of July, 2024.


Trina Jeffers Kelley, City Secretary
City of Angus, Texas

CORSICANA DAILY SUN

PUBLISHER'S AFFIDAVIT

State of Texas,

County of Navarro

Before me, the undersigned authority, personally appeared this day, Lange Svehlak, known to me to be the Publisher

of the Corsicana Daily Sun, who, upon oath, deposes and says that the Public Notice was published in the Corsicana Daily Sun as requested.

Said Publications appearing on:

July 13, 2024

July 16, 2024

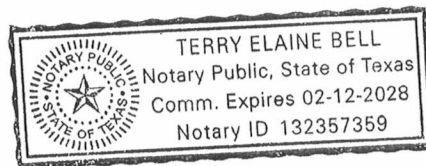
Signed:

Lange Svehlak
Lange Svehlak, Publisher, Corsicana Daily Sun

Subscribed and sworn to me this 19 day of July 2024.

Terry Elaine Bell
Notary Public of Texas

2/12/28
My Commission expires



STATE OF TEXAS

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COUNTY OF DALLAS

WHEREAS, there was finally passed and approved on July 9, 2024, Ordinance No. 2024-07-09 granting to Atmos Energy Corporation, its successors and assigns, a franchise to furnish and supply gas to the general public in the City of Angus, Navarro County, Texas, for the transporting, delivery, sale and distribution of gas in, out of and through said municipality for all purposes, which is recorded in the Minutes of the City Council of said City; and

WHEREAS, Section 6. of said ordinance provides, in part:

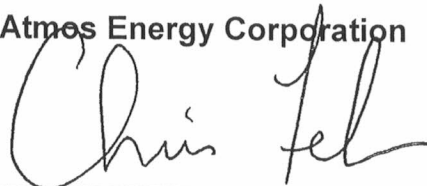
"SECTION 6. ACCEPTANCE OF FRANCHISE: In order to accept this franchise, Atmos Energy must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City. If such written acceptance of this franchise ordinance is not filed by Atmos Energy, the franchise ordinance shall be rendered null and void."

AND, WHEREAS, it is the desire of Atmos Energy Corporation, the holder of the rights, privileges and grants under the aforesaid franchise ordinance, to comply with the above-quoted provisions of Section 6 thereof.

NOW, THEREFORE, Atmos Energy Corporation, acting by and through its duly authorized officers, does hereby agree to and accept the franchise granted to it by the above-described ordinance, in accordance with its terms, provisions, conditions and requirements and subject to the stipulations and agreements therein contained.

WITNESS THE EXECUTION HEREOF, on this the 23rd day of July, 2024.

Atmos Energy Corporation



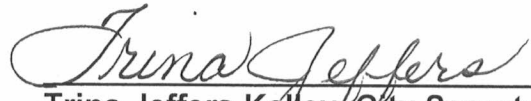
Vice President, Mid-Tex Division

STATE OF TEXAS
COUNTY OF NAVARRO
CITY OF ANGUS

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I, Trina Jeffers Kelley, City Secretary of the City of Angus, Texas, do hereby certify that the above and foregoing is a true and correct copy of a formal acceptance of a franchise ordinance finally passed and approved by said City on July 9, 2024, and of record in the Minutes of the City; and I do further certify that said acceptance has been duly presented to the City Council and filed in connection with and as a part of said franchise ordinance.

OF WHICH, witness my official signature and the seal of said City on this the 7th day of August, 2024.


Trina Jeffers Kelley, City Secretary
City of Angus, Texas

CORSICANA DAILY SUN
 PO BOX 379
 PALESTINE TX 75802

1 Billing Period 07/2024		2 Advertiser/Client Name CITY OF ANGUS	
23 Cash Amount Due 375.00		3 Credit Card Amount Due 375.00	
21 Current Net Amount Due 375.00		22 30 Days .00	
		60 Days .00	
		Over 90 Days .00	
4 Page Number 1	5 Billing Date 07/31/24	6 Billed Account Number 20075	7 Advertiser/Client Number LEGAL. 20075

Advertising Invoice

8 Billed Account Name and Address CITY OF ANGUS 6008 SOUTH I-45 WEST CORSICANA TX 75110		Amount Paid: _____	Comments: _____
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Please Return Upper Portion With Payment

10 Date	11 Reference	12 13 14 Description-Other Comments/Charges	15 SAU Size 16 Billed Units	17 Times Run 18 Rate	19 Gross Amount	20 Net Amount
07/17/24	20628	BALANCE FORWARD				1425.00
	CCHCK	CDS CHECK PAYMENT				-1425.00
	CK# 4328					
07/13/24	136139	ORD2024-07-09 ATMOS FR	2X 3.00	1		
	LGL	CDS	6.00	18.75	112.50	112.50
07/13/24	136140	24-07-09ANIMAL PENS-ST	2X 2.00	1		
	LGL	CDS	4.00	18.75	75.00	75.00
07/16/24	136371	ORD2024-07-09 ATMOS FR	2X 3.00	1		
	LGL	CDS	6.00	18.75	112.50	112.50
07/16/24	136372	24-07-09ANIMAL PENS-ST	2X 2.00	1		
	LGL	CDS	4.00	18.75	75.00	75.00

CR 4346
8-13-2024
ty

Total for Atmos
225.00

Statement of Account - Aging of Past Due Amounts

Due date: 08/15/24

21 Current Net Amount Due 375.00	22 30 Days 0.00	60 Days 0.00	Over 90 Days 0.00	Credit Card Amount Due 375.00	23 Cash Amount Due 375.00
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CORSICANA DAILY SUN

24 Invoice Number 072420075	25 Billing Period 07/2024	Advertiser Information			
	6 Billed Account Number 20075	7 Advertiser/Client Number 20075	2 Advertiser/Client Name CITY OF ANGUS		

Mike Fletcher, Mayor
City of Corsicana, Texas
(903) 654-4803

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of BETTY JANE IVERSON, Deceased, were issued on July 8, 2024 in Cause No. P-19619 pending in the County Court of Navarro County, Texas, to: Robert Eric Iverson.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o: Reagan M. Smith
Attorney at Law
417 W. Main Street
Waxahachie, TX 75165

DATED the 8th day of July, 2024.

/s/ Reagan M. Smith
Reagan M. Smith
Attorney for Robert Eric Iverson
State Bar No.: 24119094
417 W. Main Street
Waxahachie, TX 75165
Telephone: (214) 446-5080
Facsimile: (214) 446-5081
E-mail: reagan@thehalelawfirm.com

ORDINANCE NO. 2024-07-09 ATMOS FRANCHISE

THE FOLLOWING ORDINANCE WAS PASSED AND APPROVED ON THE 9TH DAY OF JULY, 2024 BY THE ANGUS CITY COUNCIL AND IS AVAILABLE IN THE CITY SECRETARY'S OFFICE AT THE ANGUS GOVT. CENTER. THE CAPTION READS AS FOLLOWS:

An ordinance granting to Atmos Energy Corporation, its successors and assigns, a franchise to construct, maintain, and operate pipelines and equipment in the City of Angus, Navarro County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes; providing for the payment of a fee or charge for the use of the public rights-of-ways; and providing that such fee shall be in lieu of other fees and charges, excepting ad volorem taxes; and repealing all previous gas franchise ordinances.

Trina Jeffers
Secretary

five reasons to read the newspaper

1. Have something new to talk about at the water cooler.
2. Unlike television, you won't miss a word.
3. Be warned that the latest must-see movie isn't a must-see for you.
4. LOL at the comics.
5. Get the 411 on the latest local sports.

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find countless other
reasons to read!

Corsicana Daily Sun

Ordinance NO. 2024 07 09 A Etc.

**THE FOLLOWING ORDINANCE
APPROVED ON THE 9TH DAY OF
ANGUS CITY COUNCIL AND IS
CITY SECRETARY'S OFFICE AT
CENTER. THE CAPTION RE**

An ordinance of the City Council for
Amending Angus Code of Ordinances
Maintenance of Pens, Hou

Trina Jeffers

NEWS NOW

Corsicana Daily Sun

Classifi



Run your FREE ad in the *Corsicana Daily Sun*, online and in the *Sun Weekly*. Call for details!

Place a classifi
Call (903) 872-3931
or send a Fax (903) 872-3931
Hours are 8:00 am - 5:00 pm Mo

View the Classifieds Online at: www.corsicanadailysun.com

Public Notice

Public Notice

For Sale

ORDINANCE NO. 2024-07-09 ATMOS FRANCHISE

THE FOLLOWING ORDINANCE WAS PASSED AND APPROVED ON THE 9TH DAY OF JULY, 2024 BY THE ANGUS CITY COUNCIL AND IS AVAILABLE IN THE CITY SECRETARY'S OFFICE AT THE ANGUS GOVT. CENTER. THE CAPTION READS AS FOLLOWS:

An ordinance granting to Atmos Energy Corporation, its successors and assigns, a franchise to construct, maintain, and operate pipelines and equipment in the City of Angus, Navarro County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes; providing for the payment of a fee or charge for the use of the public rights-of-ways; and providing that such fee shall be in lieu of other fees and charges, excepting ad volorem taxes; and repealing all previous gas franchise ordinances.

Trina Jeffers
Secretary

Used moving boxes.
Assorted sizes.
\$1.00 each. 200 boxes available
Call
903-851-3859

For Sale

2004 kubota BX2230 D with front end loader & belly mower. 550 hours \$6000

2015 Bad Boy ZT Elite 54" mower \$2000

Call Peter Fischer
903-922-6856

Ordinance NO. 2024 07 09 Animals-Pens/stables/ Etc.

THE FOLLOWING ORDINANCE WAS PASSED AND APPROVED ON THE 9TH DAY OF JULY, 2024 BY THE ANGUS CITY COUNCIL AND IS AVAILABLE IN THE CITY SECRETARY'S OFFICE AT THE ANGUS GOVT. CENTER. THE CAPTION READS AS FOLLOWS:

An ordinance of the City Council for the City of Angus, Texas Amending Angus Code of Ordinances; Chapter 6, Sec. 6-4 Maintenance of Pens, Houses, and Yards.

Trina Jeffers

Cemetery Lots

3 lots for sale in Oakwood Cemetery. \$900 each (\$1800/ea. for out of county residents)

Contact Dennis Stovall
903-641-7303

NOW THEY