

**BEFORE THE
RAILROAD COMMISSION OF TEXAS**

**FORMAL COMPLAINT OF CNOOC
ENERGY USA, LLC, AGAINST
WILLIAMS MLP OPERATING, LLC,
AND MOCKINGBIRD MIDSTREAM
GAS SERVICES, LLC**

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**GUD NO. 10606
HEARINGS DIVISION**

FINAL ORDER

Notice of Open Meeting to consider this Order was duly posted with the Secretary of State within the time period provided by law pursuant to Chapter 551 (Open Meetings) of the Texas Government Code. The Railroad Commission of Texas ("Commission") adopts the following findings of fact and conclusions of law and orders as follows:

FINDINGS OF FACT

General

1. This docket involves a complaint against Williams MLP Operating, LLC, and Mockingbird Midstream Gas Services, LLC (together, "Respondents" or "Williams") by CNOOC Energy USA, LLC ("CEU"), initially filed on February 22, 2017, and most recently amended on March 1, 2019.
2. Only the discrimination claims are at issue in this docket.
3. CEU is not a signatory to Williams's 2012 contract with Chesapeake (the "Mockingbird Agreement") and is not a direct customer of Williams.
4. CEU had a contract with Chesapeake to market its gas, and Chesapeake was Williams's customer. The rates Chesapeake pays to Williams under the Mockingbird Agreement, then, are passed on to Chesapeake's own customers pursuant to Chesapeake's own, separate marketing contracts.
5. Complainant CEU is a non-operating working interest owner in wells located in Atascosa, Dimmit, Frio, La Salle, McMullen, Webb, and Zavala Counties, Texas. The majority of CEU's gas is produced from wells operated by Chesapeake. CEU owns an undivided 33-percent interest of the gas volumes in these wells. CEU has a marketing arrangement with Chesapeake, but CEU may elect to take all its gas in kind.
6. Respondent Williams is a gas utility pipeline as defined in Section 121.001 (Definition of Gas Utility) of the Texas Utilities Code. Williams provides gathering, compression, and treating service for the gas it gathers on the Mockingbird System. Williams is the full owner of the Mockingbird System, purchasing a 50-percent interest in 2012 and the remaining half in 2014.

7. Intervenors Jamestown Resources, LLC, Larchmont Resources, LLC, and Pelican Energy, LLC (collectively, "Intervenors"), are working interest owners of gas in the Eagle Ford that is gathered and shipped on the Mockingbird System. Like CEU, these companies each have marketing arrangements with Chesapeake and may elect to take their gas in kind.

Procedural Background

8. On February 22, 2017, CEU filed its initial complaint.
9. On March 14, 2017, Williams appeared in the case, timely answering the complaint and moving for dismissal.
10. On April 17, 2018, this motion to dismiss was denied.
11. On April 23, 2018, Williams appealed this interim ruling; no action was taken by the Commissioners and consequently the appeal was deemed denied by operation of law.
12. On June 29, 2018, CEU filed an amended complaint.
13. On August 2, 2018, a motion by Williams was approved to "bifurcate" the docket so that a determination on discrimination could be made prior to a rate proceeding. CEU's Rate Claim was not severed out into a separate docket, however.
14. On March 1, 2019, CEU filed a second amended complaint.
15. From January 18 to March 11, 2019, Williams separately moved to dismiss each of the complaints, as amended.
16. On May 2, 2019, the ALJ issued a single ruling: (1) denying the motion to dismiss CEU's claims; and (2) granting the motion to dismiss Intervenors' Discrimination Claim, but denying the motion to dismiss their Rate Claim.
17. On May 7, 2019, Williams separately and timely appealed this interim ruling; no action was taken by the Commissioners and consequently both appeals were deemed denied by operation of law.
18. On May 24, 2019, the Notice of Hearing was issued, setting the hearing on the merits to commence on June 18, 2019 ("Notice of Hearing").
19. On May 31, 2019, the Commission published the Notice of Hearing in Gas Utilities Information Bulletin No. 1108.
20. From June 14-18, 2019, the ALJ issued several written evidentiary rulings on the admissibility of certain pre-filed witness testimonies offered by CEU, Williams, and Intervenors.

21. On June 17, 2019, prior to the start of the merits hearing and after notice to the parties, the presiding ALJ severed the Rate Claims of CEU into a separate docket, GUD No. 10856.
22. The hearing on the merits initially was held from June 18-20, 2019 (the "Main Hearing"). A combined list of the parties' exhibits admitted into the evidentiary record then is attached to the Proposal for Decision (the "Original PFD").
23. On August 20, 2019, the ALJ made legal findings that certain exhibits and portions of the hearing transcript contain highly sensitive, confidential information under Chapter 552 (Public Information) of the Texas Government Code and ordered that these materials shall remain sealed permanently in Commission records.
24. On August 20, 2019, the evidentiary record closed.
25. On January 9, 2020, the Original PFD was issued.
26. The findings and recommendations contained in the Original PFD were presented to the Commission at successive open meetings held on February 11, 2020, and on March 4, 2020.
27. At the March 4, 2020 open meeting, the Commission issued an Order for Limited Purpose Remand, pursuant to Commission Rule § 1.123(a)(3) (the "Remand Order").
28. On June 30, 2020, Complainant EXCO was dismissed from this docket on its own motion.
29. On August 12, 2020, the Remand Notice of Hearing was issued, setting the merits hearing to re-open on September 9, 2020 (the "Remand Notice of Hearing").
30. On August 14, 2020, the Commission published the Remand Notice of Hearing in Gas Utilities Bulletin No. 1137.
31. Consistent with the Remand Order, the merits hearing was re-opened from September 9-11, 2020, to give the parties an opportunity to present evidence and argument on the requested similarly-situated comparisons (the "Remand Hearing"). A combined list of the parties' supplemental exhibits admitted into the evidentiary record during the Remand Hearing is attached to the First Supplemental Proposal for Decision ("Supplemental PFD").
32. On March 31, 2021, the ALJ sealed portions of the remand record, finding that certain new exhibits and portions of the remand hearing transcript contain highly-sensitive, confidential information under Chapter 552 (Public Information) of the Texas Government Code.

33. On March 31, 2021, the ALJ again closed the evidentiary record.
34. On June 29, 2021, the Supplemental PFD was issued.
35. There were no attempts by Chesapeake to intervene or participate in this proceeding.

The Mockingbird System

36. The Mockingbird System was built for the purpose of gathering and treating gas so that it could move to markets for beneficial uses.
37. The system consists of approximately 1,000 miles of gathering pipelines, spanning seven counties: Atascosa, Dimmit, Frio, La Salle, McMullen, Webb, and Zavala.
38. The system consists of four separate systems: the Deep Oil System ("Deep"), the Shallow Oil System ("Shallow"), the Rich Gas System ("Rich"), and the Treating System ("Treating"). Each of these systems is designed to serve the characteristics of the gas delivered by producers.

Relevant Background

39. In 2010, CEU purchased from Chesapeake an undivided 33-percent interest in oil and gas leases and other assets in the Eagle Ford, encompassing approximately 600,000 acres, for approximately \$2.1 billion.
40. In 2010, CEU and Chesapeake entered into a Development Agreement, whereby Chesapeake markets CEU's production until such time as CEU elects to take its production in kind.
41. At the time CEU and Chesapeake entered into the Development Agreement, CEU's gas is gathered on the system under a fixed-fee gas gathering agreement between Chesapeake Energy Marketing, Inc. ("CEMI"), on the producer's side, and the then-owner of the system, Chesapeake Midstream Operating ("CMO"), and Mockingbird Midstream Gas Services, LLC ("Mockingbird"), both on the gatherer's side (the "CMO Agreement").
42. In 2012, Chesapeake Energy Corporation sold its subsidiary, CMO (including the gas-gathering system) to Access Midstream Partners for \$2.16 billion.
43. In 2012, Chesapeake, Access Midstream Partners, Mockingbird, and Williams together negotiated and drafted the Mockingbird Agreement, which replaced the CMO Agreement.
44. The payment structure of the CMO Agreement was a fixed fee plus a "deficiency payment" for all unrecouped capital costs.
45. In 2012, Williams acquired 50-percent ownership in Access Midstream Partners.

46. In 2014, Williams announced it was acquiring the remaining half of Access Midstream Partners (and full ownership of the Mockingbird System) and the transaction closed in early 2015.
47. In connection with Williams's acquisition of Access, Chesapeake entered into a contract with Williams under which Chesapeake dedicated production from all of its Eagle Ford wells and leases to the Mockingbird System at a variable cost-of-service rate for 20 years. In exchange, Williams provided the capital costs for development of the Mockingbird System infrastructure and well connections.
48. From 2012 to 2019, Williams expanded the Mockingbird System to accommodate Chesapeake and CEU's drilling program.
49. In late 2015, CEU contacted Williams by email about the "options and possibility" of a gathering contract with Williams.
50. In early 2016, CEU requested, by telephone, gathering rates and terms of service from Williams. In response, a representative from Williams said that Williams would not offer CEU any rate that was different than what it was charging Chesapeake under the Mockingbird Agreement.
51. In 2014, Shippers 14, 15, and 27 became customers of Williams. In 2016, Shipper 33 became a Williams customer.
52. On June 6, 2017, CEU emailed Williams asking to "talk to someone" about gathering rates.
53. On July 13, 2017, CEU again emailed Williams about rate options.
54. On August 24, 2017, Williams gave CEU a written offer, which referenced the Mockingbird Agreement and offered a "blended" version of Chesapeake's rate.
55. On October 5, 2017, and as later clarified on October 16, 2017, CEU sent a written request to Williams, requesting rate quotes.
56. CEU never accepted Williams's offer of service at the rate quoted.
57. Factors that impacted the rates offered by Williams to Shippers 14, 15, 27, and 33 include: to meet competition, physical characteristics, and service needs.

The Mockingbird Agreement

58. Chesapeake and Mockingbird are signatories to the Mockingbird Agreement.
59. Williams participated in negotiation and drafting of the Mockingbird Agreement.

60. CEU is not a signatory to the Mockingbird Agreement.
61. Under the Mockingbird Agreement, Chesapeake dedicates all the gas from its wells on the covered acreage, including gas owned by CEU and other working interest owners.
62. CEU entered into a contract with Chesapeake for Chesapeake to serve as its agent for marketing its gas.
63. The rates charged in the Mockingbird Agreement are not directly tied to the sales price for the System.
64. The Mockingbird Agreement uses a cost-of-service model ("COS Model"), which annually redetermines gathering rates to give Williams a targeted 18 percent rate of return.
65. The building of the Mockingbird System was predicated on gas volumes and revenues from the dedicated Chesapeake-operated wells. The Mockingbird Agreement was structured to help ensure that all such gas volumes—volumes for which the system was built—would continue to flow on the system.
66. The cost-of-service structure of the Mockingbird Agreement provided for producer approval of all capital expenditures so that CEU and Chesapeake controlled the cost-of-service rate and changes to that rate. It also did not require production or include a minimum volume commitment or minimum revenue commitment or other financial guaranty, so Chesapeake or CEU could shut in production without any payment to Williams.
67. Under the Mockingbird Agreement's cost-of-service model, Chesapeake and CEU's decisions pursuant to their development arrangement drove the growth of the Mockingbird System.
68. Chesapeake and CEU worked as co-developers to decide how, when, and where to drill wells and whether to drill in a new area or expand an existing well pad. After reaching those decisions, Chesapeake – as CEU's designee – informed Williams of the drilling plans, and the Mockingbird Agreement directed that Williams build the System to gather all production from the new wells.
69. Chesapeake and CEU decided to maximize oil and gas production across the entire footprint of their Eagle Ford acreage.
70. By deciding to maximize oil and gas production across the entire footprint of their Eagle Ford acreage, Chesapeake and CEU knowingly caused the growth of the Mockingbird System.
71. Williams incurred \$1.6 billion in capital costs to build and connect the Mockingbird System to the Chesapeake-CEU wells, to add receipt points, and

- to ensure that the System would handle large volumes of gas produced by the Chesapeake-CEU wells.
72. Under the Mockingbird Agreement, Williams had an opportunity – but no financial or production guarantee – that it could recover its capital over the life of the contract from the core shippers whose decisions triggered those costs: Chesapeake and CEU.
 73. Williams invested hundreds of millions of dollars each year to keep up with development by Chesapeake (for their benefit and the benefit of their non-operating working interest owner CEU).
 74. At all times, from 2012 to present, the natural gas associated with CEU's working interest uses every mile of the Mockingbird System and every one of the Mockingbird System's 900 receipt points and well connections.
 75. Chesapeake told CEU in 2011 that the cost to complete construction of the Mockingbird System would likely exceed \$1.7-1.8 billion and that CEU would either need to pay its portion of the capital costs upfront or through gathering rates.
 76. In an August 2012 letter, CEU declined the option to pay for System capital costs upfront. Consequently, CEU instead chose to pay its share of the Mockingbird System's capital costs through its proportionate share of gathering rates.
 77. The rates charged to Chesapeake under the Mockingbird Agreement were designed to recoup to Williams these capital investment costs, as well as Williams's costs to provide actual gathering service to Chesapeake.
 78. Chesapeake charged a portion of the cost of service gathering fees to CEU in accordance with their agreement, and an arbitration panel has confirmed Chesapeake's right to do so and that the rates were reasonable.
 79. A key feature of the Mockingbird Agreement is Chesapeake's right to determine how the rates Williams charges other customers are used for revenue input purposes under the Mockingbird Agreement to calculate Chesapeake's annual revenue obligation to Williams.
 80. Under the Mockingbird Agreement's terms, the "third party gas" approval provisions apply to rates that Williams charges to CEU.
 81. The "third party gas" approval provisions provide Williams an economic incentive to offer rates to CEU that are not lower than the rates Chesapeake pays.
 82. The "third party gas" approval provisions do not allow Chesapeake to control the service or rate amounts Williams offers to other customers.

83. The "third party gas" approval provisions, located in attached "Cost of Service Calculation Methodology" exhibits rather than in the main contract, function as revenue inputs used to calculate Chesapeake's annual revenue obligations to Williams.
84. The "third party gas" approval provisions do not prohibit Williams from offering different rates to any other customers, nor do they require Williams to treat any other customers the same as Chesapeake.
85. The "third party gas" approval provisions do not prevent Williams from complying with its obligations as a regulated pipeline.
86. The "third party gas" approval provisions do not give advantage to Chesapeake and do not unreasonably disadvantage or prejudice CEU.

Charges and Quality of Service Offered by Williams

Prior Capital Investment Costs Charged to CEU

87. Williams spent more than \$1.6 billion to build 1,000 miles of the System, with 900 receipt points, and more than 2,700 well connections serving the joint Chesapeake-CEU wells.
88. Chesapeake and CEU caused Williams to incur capital expenses exceeding \$1.6 billion relating to the acquisition and buildout of the Mockingbird System, from 2012 to 2017, to serve Chesapeake and CEU's gathering needs (the "Chesapeake and CEU Expenses").
89. The Mockingbird System matches the footprint of the Chesapeake-CEU acreage.
90. The expansion of the Mockingbird System to match the Chesapeake-CEU acreage and the well locations on such acreage were made with the express knowledge of Chesapeake and CEU.
91. CEU had weekly, monthly, and quarterly meetings with Chesapeake to plan the development of their 600,000 mineral acres and discuss gas gathering and marketing. From 2010 to 2019, Chesapeake and CEU had at least 550 meetings.
92. The Development Agreement between CEU and Chesapeake details close coordination of budgets, drilling plans, and operations. From 2010 to 2019, the Railroad Commission approved 4,103 drilling permits for wells located on Chesapeake-CEU acreage.
93. When Williams incurred the Chesapeake and CEU Expenses, Williams was performing under its Mockingbird Agreement with Chesapeake and by extension with CEU vis-à-vis its agreement with Chesapeake for Chesapeake to market CEU's gas.

94. Gas gathering is provided through both substantial capital facilities (e.g., compressors, well connections, receipt points, meters, and gathering pipelines), as well as on-going operating expenses. Both categories of expense combine to provide the service.
95. The rate Williams charged Chesapeake pursuant to the Mockingbird Agreement included repayment of capital expenses and on-going operating expenses.
96. The rate Williams sought to charge CEU was substantially similar to the rate it charged Chesapeake and included repayment of capital expenses and operating expenses.
97. From late 2015 through 2017, CEU made attempts to obtain gathering service and rates from Williams, and Williams responded by offering the same—or constructively the same—rates and service of Chesapeake.
98. While the Mockingbird Agreement was in effect and before Williams was fully repaid for its roughly \$1.6 billion in capital expenses, Williams was charging other customers rates that did not include capital expenses.
99. Financing the Mockingbird System’s purchase and buildout was a purely economic action, and so the relevant “similarly-situated” conditions associated with repayment to Williams of these amounts likewise must be commercial, which can include geographical, geological, and many other factors commonly used in the industry.
100. The rates Williams charged Shippers 14, 15, 27, and 33 covered only their own gathering costs, with no added charge for repaying the previous capital expenses caused by Chesapeake and CEU.
101. All shippers using the Mockingbird System benefited from the respective capital investment and operational costs that they, while customers, caused Williams to incur to furnish them gathering service.
102. The Mockingbird System was expanded every year from 2010 to 2019.
103. Before Williams’ acquisition of the Mockingbird System in 2012 more than 363 miles of pipeline had been constructed.
104. In 2012, Williams spent roughly \$173 million expanding the Mockingbird System by constructing 263 more miles of pipeline and constructing well connections to every Chesapeake-CEU well in existence at that time.
105. In 2013, Williams spent roughly \$324 million expanding the Mockingbird System by constructing 244 more miles of pipeline and constructing additional well connections to newly drilled Chesapeake-CEU wells.

106. In 2014, Williams spent roughly \$190 million expanding the Mockingbird System by constructing 17 more miles of pipeline and constructing additional well connections to newly drilled Chesapeake-CEU wells.
107. In 2015, Williams spent roughly \$108 million expanding the Mockingbird System by constructing 79 more miles of pipeline and constructing additional well connections to newly drilled Chesapeake-CEU wells.
108. In 2016, Williams spent roughly \$25 million expanding the Mockingbird System by constructing additional well connections to newly drilled Chesapeake-CEU wells.
109. In 2017, Williams spent roughly \$42 million expanding the Mockingbird System by constructing 18 more miles of pipeline and constructing additional well connections to newly drilled Chesapeake-CEU wells.
110. In 2018, Williams spent roughly \$41 million expanding the Mockingbird System by constructing 46 more miles of pipeline and constructing additional well connections to newly drilled Chesapeake-CEU wells.
111. In 2019, Williams spent roughly \$50 million expanding the Mockingbird System by constructing 14 more miles of pipeline and constructing additional well connections to newly drilled Chesapeake-CEU wells.
112. CEU and Chesapeake use the Mockingbird System in all seven counties where the system is located and all 11 subsystems that together form the system, whereas Shippers 14, 15, 27, and 33 use only one subsystem of the Mockingbird System.
113. CEU and Chesapeake separately use more than 900 receipt points of the Mockingbird System while Shippers 14 and 15 separately use 70 receipt points and Shippers 27 and 33 each only use one receipt point.
114. CEU and Chesapeake share an interest in more than 2,700 wells that produce gas that traverses all 1,000 miles of the Mockingbird System, whereas the haul for Shippers 14, 15, 27, 33 is limited to one subsystem or one receipt point.
115. CEU, Chesapeake, Shipper 14, and Shipper 15 have "Priority 1 – Firm" quality of service while Shippers 27 and 33 have firm or interruptible service depending of the volume of gas delivered to the Mockingbird System.
116. Chesapeake is the largest shipper on the Mockingbird System, representing 57 percent of the total volume of gas shipped on the system. CEU is the second largest shipper, representing 29 percent of the total volume of gas shipped on the system.
117. Compared to CEU and Chesapeake, Shippers 14 and 15 represent a small fraction of the total volume of gas shipped on the Mockingbird System. The

volumes attributable to Shipper 27 are from one receipt point and the volumes attributable to Shipper 33 are from one well.

118. Shippers 14, 15, 27, and 33 all paid capital costs upfront to access the Mockingbird System unlike CEU and Chesapeake who bore no upfront capital costs.
119. CEU and Chesapeake retain ownership of drip condensate while Williams becomes the owner of drip condensate resulting from the shipment of gas by Shippers 14, 15, 27, and 33.
120. For the factors of (i) location of facilities used, (ii) receipt and delivery points, (iii) length of haul, (iv) quality of service, (v) quantity of gas volume shipped, (vi) payment of upfront capital costs, and (vii) ownership of drip condensate, CEU is similarly situated to Chesapeake and not similarly situated to Shippers 14, 15, 27, and 33.
121. Williams offered CEU the same or substantially similar rates as Williams was charging similarly situated Chesapeake. Williams offered different rates to Shippers 14, 15, 27, and 33 who are not similarly situated to CEU or Chesapeake.
122. Because CEU is not similarly situated to Shippers 14, 15, 27 and 33, the difference in the rates charged Shippers 14, 15, 27, and 33 by Williams are not relevant to a determination of unlawful discrimination by Williams under Texas law.

Processing Requests for Service from CEU

123. When determining what rate to charge other customers requesting service, Williams typically considers all of the relevant market conditions, and the ultimate rate chosen is the result of negotiations over a number of issues, including the nature and conditions of the market, what party bears the cost of connection, the terms of the agreement, the location of the wells, dedication, and liquids handling.
124. When CEU requested service, Williams responded with an offer based on all of the relevant market conditions and those rates were consistent with the rates being charged to Chesapeake, since Chesapeake and CEU are similarly situated.
125. Williams treated CEU like Chesapeake, processing CEU's requests for service as a new customer with rates like an existing customer: similarly situated shipper Chesapeake.
126. Williams proved that processing CEU's requests for service was performed in a manner like the processing of other requests from other customers under substantially the same physical, regulatory, and economic conditions.

CONCLUSIONS OF LAW

General

1. Williams is a gas utility pipeline as defined in Section 121.001 (Definition of Gas Utility) of the Texas Utilities Code.
2. As a gas utility, Williams is subject to the jurisdiction of the Commission all the duties of gas utilities and pipelines, including the duty not to discriminate in service and charges.
3. The Commission has exclusive original jurisdiction over all matters decided in this docket.

Notice and Procedure

4. All required notices were issued and/or provided in accordance with the requirements of Subtitle A (Administrative Procedure and Practice) of the Texas Government Code and applicable Commission rules.
5. This proceeding was conducted in accordance with Subtitle A (Administrative Procedure and Practice) of the Texas Government Code and applicable Commission rules.
6. The Original PFD and Supplemental PFD were issued and served on all parties in accordance with Commission Rule §§ 1.121, 1.101(15), and 1.123.
7. Under Commission Rule § 1.23(b) (Burden of Proof), Complainant CEU has not carried the burden of proving its discrimination claims by a preponderance of the evidence.
8. Complainant CEU has not met its burden of proof in establishing two separate acts of unlawful discrimination by Williams, as demonstrated by the findings of fact herein.

Attempted Recovery of Past System Expenses

9. Under Texas law, customers that are furnished gathering service requiring greater capital investment and operational cost to the utility gatherer lawfully may be distinguished from other customers for purposes of proportional recovery of those added expenses through rates. *Ford v. Rio Grande Val. Gas Co.*, 141 Tex. 525, 529 (1943).
10. Commission Rule § 7.115(32) requires the Commission to consider whether physical, regulatory, and economic conditions of service are substantially the same, and other relevant factors when determining whether shippers are similarly situated.

Discrimination Against CEU

11. Consistent with the findings herein, Williams did not unlawfully discriminate against CEU in violation of Section 121.104(a)(2) of the Texas Utilities Code and Subchapter G (Code of Conduct) of the Commission's rules by offering CEU the same or substantially similar rates it was charging Chesapeake, a shipper similarly situated to CEU.
12. Consistent with the findings herein, Williams did not process CEU's request for service in a different manner than requests from other similarly situated customers, in violation of Commission Rule § 7.7001(b)(4).

IT IS THEREFORE ORDERED that the findings of fact and conclusions of law herein are adopted and that CEU's discrimination claims against Williams are DENIED and DISMISSED consistent with this Order.

IT IS FURTHER ORDERED that all other motions, requests for entry of specific findings of fact and conclusions of law, and any other requests for general or specific relief, if not granted or approved in this Order, are hereby DENIED.

IT IS FURTHER ORDERED this Order will not be final and effective until 25 days after the Commission's Order is signed. If a timely motion for rehearing is filed by any party at interest, this Order shall not become final and effective until such motion is overruled, or if such motion is granted, this order shall be subject to further action by the Commission. The time allotted for Commission action on a motion for rehearing in this docket prior to its being overruled by operation of law is hereby extended until 100 days from the date this Order is signed.

SIGNED on September 14, 2021.

RAILROAD COMMISSION OF TEXAS

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Christi Craddick

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CHAIRMAN CHRISTI CRADDICK

DocuSigned by:

Wayne Christian

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COMMISSIONER WAYNE CHRISTIAN

DocuSigned by:

Jim Wright

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COMMISSIONER JIM WRIGHT



ATTEST:

DocuSigned by:
Callie Farrar
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SECRETARY