A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, OCTOBER 17, 2017

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, October 17, 2017 at 5:30 PM for the purpose of discussing the following items:

NOTE: If during the course of the meeting, any discussion of any item on the agenda should be held in executive or closed session, the Weslaco City Commission will convene in such executive or closed session whether or not such item is posted as an executive session item at any time during the meeting when authorized by the provisions of the Texas Open Meetings Act.

I. CALL TO ORDER

A. Certification of Public Notice.

B. Invocation.

C. Pledge of Allegiance.

D. Mayoral recognition.

E. Roll Call.

II. PUBLIC COMMENTS

The Public Comments portion of the meeting promotes a fair and open process for the governance of the City. This portion of the meeting is not intended to be an extended discussion or a debate and is limited to three minutes for each presenter. Due to the Texas Open Meetings Act, the Mayor and City Commissioners do not reply; they listen. Matters under litigation are not to be addressed and comments regarding specific City employees and elected officials may be prohibited.

If you are discussing something not included on the agenda, the Commission cannot take any formal action until it is placed on an agenda and notice of the meeting is properly posted. Registration for Public Comments must be submitted to the City Secretary before the City Commission meeting is called to order. As the Mayor calls upon those who submitted a registration form with the City Secretary, please step to the podium and state your name and address before beginning your presentation.

III. PUBLIC HEARING

A. To solicit input in compliance with the Five (5) Year Consolidated Plan for Community Planning and Development (CDBG) under the Urban County Program for Fiscal Years 31-35 (2018-2022). Attachment

B. To solicit input on behalf of Salomon A. Pena to obtain a Wine and Beer Retailers Off-Premise Permit at 525 N. Cantu also being Lot 7, Block 5, Villa Vista #2, Weslaco, Hidalgo County, Texas.

C. To solicit input on behalf of Elsa Garcia to rezone 1513 S. Westgate Drive also being 2.21 acres out of Farm Tract 666, West Tract Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling to R-2 Duplex and Apartments District.

IV. CONSENT AGENDA

The following items are of a routine or administrative nature. The City Commission has been furnished with background and support material on each item, and/or it had been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote. Possible action.

A. Approval of the Minutes of the Regular Meeting on October 3, 2017. (Staffed by City Secretary's Office.) Attachment

B. Approval on second and final reading of the following:

1) Ordinance 2017-48 amending Ordinance 1998-27, the City Telecommunication Ordinance, codified as Chapter 130 and adding uniform, nondiscriminatory requirements for users of City right-of-way and authorize the Mayor to execute any related documents. (First reading held October 3, 2017; Staffed by Planning and Code Enforcement Department.) Attachment

2) Ordinance 2017-49 amending Ordinance 320, the City Zoning Ordinance, codified as Chapter 150 adding a new Division 10 ("Overlay Design District") to section 150-3 ("Districts"), and adding section 150-11.1 Design District and authorize the Mayor to execute any related documents. (First reading held October 3, 2017; Staffed by Planning and Code Enforcement Department.) Attachment

3) Ordinance 2017-50 authorizing a negotiated resolution with Texas Gas Service regarding the company's 2017 cost of service adjustment ("COSA") filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; providing for the recovery of the City's reasonable and necessary rate case expenses; adopting a savings clause and other matters as ordained. (First Reading held October 3, 2017; Staffed by Finance Department.) Attachment

C. Approval of payment to Smartcom Telephone, LLC for annual local and long-distance voice services and authorize the Mayor to execute any related documents. (Staffed by IT Department.) Attachment

D. Authorization to submit an application renewing the ERate 2018-2019 Grant program, accept funds upon award, accept additional funding if awarded during the grant year, and authorize the Mayor to execute any related documents. (Staffed by the Library Department.) Attachment

E. Authorization to allow the Mayor Joe V Sánchez Public Library to implement a Food for Fines program supporting local food drives and the RGV Food Bank during the Holiday Season and authorize the Mayor to execute any related documents. (Staffed by the Library Department.) Attachment

F. Approval of the annual request to host the 2017 Mid-Valley Christmas Lighted Parade on Saturday, December 9, 2017 along with Santa Dash fun run hosted by Mid-Valley Events from 4:00 p.m. – 9:00 p.m. on Texas Boulevard from Pike Boulevard to Sixth Street, approve the use of City Hall parking lot to host a music event after the parade, and authorize the Mayor to execute any related documents as may be required by the Texas Department of Transportation for proposed street closure affecting state right-of-way. (Staffed by Parks and Recreation Department.)

G. Approval of the request from H-E-B to place banner promoting Feast of Sharing at intersection of Texas and Pike Boulevards up to three weeks before the event on December 16, 2017, and authorize the Mayor to execute any related documents as may be required by the Texas Department of Transportation. (Staffed by Parks and Recreation Department.)

V. APPOINTMENTS

A. Discussion and consideration to approve Resolutions 2017-67 and 2017-68 appointing two members to expired terms on the Board of Adjustments & Appeals Zoning Ordinance and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment

VI. OLD BUSINESS

A. Discussion and consideration of playscape at Pecan Grove Park and authorize the Mayor to execute any related documents. Possible action. (There was no action on this item on September 5, 2017; Staffed by Parks and Recreation

Department.) Attachment

B. Discussion and consideration to approve the FY 2017-2018 Proposed Street Improvement Project and authorize the Mayor to execute any related documents. Possible action. (There was no action on this item September 19, 2017; Staffed by Public Works.) Attachment

VII. NEW BUSINESS

A. Discussion and consideration after public hearing on behalf of Salomon A. Pena to obtain a Wine and Beer Retailers Off-Premise Permit at 525 N. Cantu also being Lot 7, Block 5, Villa Vista #2, Weslaco, Hidalgo County, Texas. Possible action. (Staffed by Planning and Code Enforcement.) Attachment

B. Discussion and consideration after public hearing on behalf of Elsa Garcia to approve Ordinance 2017-52 rezoning 1513 S. Westgate Drive also being 2.21 acres out of Farm Tract 666, West Tract Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling to R-2 Duplex and Apartments District. First reading of Ordinance 2017-52. Possible action. (Staffed by Planning and Code Enforcement.) Attachment

C. Discussion and consideration to adopt Ordinance 2017-45, amending Ordinance 2017-06, providing for a new schedule of rates to be charged for certain meter tapping fees and authorize the Mayor to execute any related documents. First Reading of Ordinance 2017-45. Possible action. (Staffed by Finance Department.) Attachment

D. Discussion and consideration to approve Ordinance 2017-46 amending the Master Fee Schedule with respect to library fees and permit fees, and authorize the Mayor to execute any related documents. First reading of Ordinance 2017-46. Possible action. (Staffed by Finance Department.) Attachment

E. Discussion and consideration to approve a Performance Contracting Agreement with Siemens Industry, Inc. for a turn-key solution to implement capital intensive improvements utilizing energy, operational savings and increased revenue to offset the cost of improvements, and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.) Attachment

F. Discussion and consideration to accept the lowest and most advantageous proposal for tax exempt financing of certain equipment required in connection with the Energy Savings Performance Contract with Siemens Industry, Inc. as requested in Request for

Proposals No. 2017-18-02, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment

G. Discussion and consideration to purchase a 2018 F-550 Fire Utility Vehicle from Buyboard under the Fire Department Apparatus replacement fund 2017-2018 budget at a cost not to exceed $225,000.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.) Attachment

H. Discussion and consideration to amend the Ground Lease Agreement with the Weslaco Economic Development Corporation, Hangar E-24 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.) Attachment

I. Discussion and consideration to approve the Economic Development Corporation of Weslaco work plan for fiscal year 2017-2018. Possible action. (Requested by Weslaco Economic Development Corporation.) Attachment

J. Discussion and consideration to approve an Interlocal Agreement for Transportation Services for a regional public transportation system, Valley Metro, in an amount not to exceed $39,292.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.) Attachment

K. Discussion and consideration to amend the Travel Policy. Possible action. (Staffed by City Manager's Office.) Attachment

VIII. REPORTS

A. Report by Public Works on Flooding and Potholes.

IX. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

§551.145. Closed Meeting Without Certified Agenda or Tape Recording; Offense; Penalty

(a) A member of a government body commits an offense if the member participates in a closed meeting of the governmental body knowing that a certified agenda of the closed meeting is not being kept or that a tape recording of the closed meeting is not being made.

(b) An offense under Subsection (a) is a Class C misdemeanor.

§551.146. Disclosure of Certified Agenda or Tape Recording of Closed Meeting; Offense; Penalty; Civil Liability

(a) An individual, corporation, or partnership that without lawful authority knowingly discloses to a member of the public the certified agenda or tape recording of a meeting that was lawfully closed to the public under this chapter:

(1) commits an offense; and

(2) is liable to a person injured or damaged by the disclosure for:

(A) actual damages, including damages for personal injury or damage, lost wages, defamation, or mental or other emotional distress;

(B) reasonable attorney fees and court costs; and

(C) at the discretion of the trier or fact, exemplary damages.

(b) An offense under Subsection (a)(1) is a Class B misdemeanor.
(c) It is a defense to prosecution under Subsection (a)(1) and an affirmative defense to a civil action under Subsection (a)(2) that:

(1) the defendant had good reason to believe the disclosure was lawful; or
(2) the disclosure was the result of a mistake of fact concerning the nature or content of the certified agenda or tape recording. (Added by Acts 1993, 73rd Leg., ch 268, § 1, eff. Sept. 1, 1993.)

NOTE: Any documentation related to the following items will be maintained as part of the certified agenda.

A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by §551.074 of the Texas Government Code.

B. Pending Litigation - Consultation with City Attorney regarding *City of Weslaco v. Briones Consulting and Engineering* as authorized by §551.071 of the Texas Government Code.

C. Economic Development – Consultation with City Attorney regarding Economic Development opportunities and incentive programs related to Project Saddle as authorized by §551.087 of the Texas Government Code.

X. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

XI. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 13th day of October, 2017 at 4:10 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Elizabeth M. Walker, City Secretary

NOTE: If any accommodation for a disability is required, please notify the City Secretary's Office at (956) 968-3181, Ext. 3100 prior to the meeting date.

Regular Meetings of the Weslaco City Commission stream live online at http://www.weslacotx.gov/Agendas.html. Archived video of some meetings are also available.

Removed from Bulletin Board	Date:	Initials:

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1284
From:	
Subject: Certification of Public Notice.	
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral recognition. E. Roll Call.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
Elizabeth Walker Mike Perez	Created/Initiated Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Raja Masilamony, Seventh Day Adventists Church, will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.		
Attachments, if any: Pledge & Mission		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"

David Suarez, Mayor
Gerardo "Jerry" Tafolla, Mayor Pro-Tem, District 4
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Olga M. Noriega, Commissioner, District 3
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

The Pledge of Allegiance to the Flag

"I PLEDGE ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA AND TO THE REPUBLIC FOR WHICH IT STANDS, ONE NATION UNDER GOD, INDIVISIBLE, WITH LIBERTY AND JUSTICE FOR ALL."

The Pledge of Allegiance to the State Flag

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."
**The pledge was amended by House Bill 1034 during the 80th Legislature with the addition of "one state under God." The revised wording became effective on June 15, 2007.*

Preamble to the Constitution of the United States of America

We the people of the United States, in order to form a more perfect union, establish justice, insure domestic tranquility, provide for the common defense, promote the general welfare, and secure the blessings of liberty to ourselves and our posterity, do ordain and establish this Constitution for the United States of America.

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

*Positive Attitude of Courtesy & Concern
*Doing it Right the First Time
*Sensitive to the citizens' needs
*Friendly Respect for All
*Service without Hassle

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1247
From:	
Subject: To solicit input in compliance with the Five (5) Year Consolidated Plan for Community Planning and Development (CDBG) under the Urban County Program for Fiscal Years 31-35 (2018-2022).	
Background: In compliance with the Consolidated Plan for Community Planning & Development (CDBG), City of Weslaco is conducting a Public Hearing to solicit input from interested parties on the City's needs and priorities for the 5-Year Consolidated Plan under the Urban County Program Fiscal Years 31-35 (2018-2022). Prior years' goals have been to enable the City to provide decent housing, to establish and maintain a suitable living environment, and to expand economic opportunities for every citizen, particularly for low income persons. Eligible activities include public facilities needs, infrastructure improvement needs, including sewer and street improvements, and public service needs, such as senior services. A full list of eligible activities is attached.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Public Hearing		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Urban County will issue notice for all UC recipients concurrently.		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
Aida Vega Mary Barrera Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve solicitation of public comments.		
Staff Recommendation: Open Public Hearing and accept comments.		
Attachments, if any: Letter-Tony Barco, PH Notice-5 Yr Consolidated Plan, Calendar-5 YR Plan, List of		

Eligible Activities-5 Yr Plan, Sign In Sheet-5 Yr Plan PH
Responsibilities upon Approval:

URBAN COUNTY PROGRAM

427 E. DURANTA AVE., SUITE 107 ● ALAMO, TEXAS 78516 ● (956) 787-8127 FAX (956) 318-2988
E-mail: ucp@co.hidalgo.tx.us

September 29, 2017

City/Precinct
Mayor / Commissioners
Hidalgo County

RE: 5 YEAR CONSOLIDATED PLAN REQUIREMENTS

Dear Mayor/Commissioners:

Please be advised that the Urban County Program is once more required to submit a 5 year consolidated plan to HUD for future funding. Attached you will find the required documentation along with a calendar with important deadlines for each city/precinct. It is imperative that you follow the calendar dates and ensure that your staff submits the required documentation on a timely manner. This will allow for UCP to comply with all requirements. A formal public hearing, including the city council attendance is mandatory.

Attached you will find, a public hearing needs assessment notice that will need to be published as well as posted throughout the city/precinct's busy sites. (example: city hall, library, post office, fire station, and police station. All places mostly visited by your constituents)

Please take notice that the cost of publication of notices will be paid by the Urban County Program. Furthermore, also attached is a sign in sheet, please ensure that you have it available as it is necessary for you to have the city council and all attendants sign in. An activity eligibility rating list is also included. Note that the activities considered by the city/precinct to be a high priority need, will be the activities that will be allowed on any one of the next five annual action plans. It is imperative that you plan out your projects within these next five years. The UCP intends to honor the 5 year consolidated plan ratings, and try to eliminate amendments to the next five Annual Action Plans.

Should you have any questions please feel free to contact me at your earliest convenience.

Respectfully submitted,

Antonio Barco,
Deputy Director

HIDALGO COUNTY - PRECINCT NO. 1 RESIDENTS
PUBLIC HEARING NOTICE
HIDALGO COUNTY - URBAN COUNTY PROGRAM
FIVE (5) YEAR CONSOLIDATED PLAN

Publication Date: Monday, October 2, 2017

In compliance with the Consolidated Plan for Community Planning & Development (CDBG, HOME, ESG), the **Cities listed below** will conduct a public hearing to solicit input from interested parties on the **Cities** needs and priorities for the 5-Year Consolidated Plan Under the **Urban County Program Fiscal Years 31-35 (2018-2022).**

The overall goals for the Consolidated Plan are to strengthen partnerships with jurisdiction, to extend and strengthen partnerships among all levels of government and the private sector, including profit and nonprofit organizations, to enable them to provide decent housing, to establish and maintain a suitable living environment, and to expand economic opportunities for every citizen, particularly for very low income persons. The Public Hearing will be held as follows:

The public hearing for the **City of Alamo** will be held on **Tuesday, October 10, 2017 at 7:00 P.M.** at the following location: **Alamo City Hall located at 420 N. Tower Road, Alamo, Texas 78516.** For more information, please come by our city office or call **(956) 787-0006**. Written comments can be forwarded to: **Mayor Diana Martinez - City of Alamo, 420 N. Tower Road, Alamo, Texas 78516.**

The public hearing for the **City of Edcouch** will be held on **Tuesday, October 17, 2017 at 6:00 P.M.** at the following location: **Edcouch City Hall located at 211 West Southern Avenue, Edcouch, Texas 78538**. For more information, please come by our city office or call **(956) 262-2140**. Written comments can be forwarded to: **Mayor Virgiño Gonzalez - City of Edcouch, P.O. Box 100, Edcouch, Texas 78538.**

The public hearing for the **City of Elsa** will be held on **Monday, October 23, 2017 at 6:00 P.M.** at the following location: **Elsa City Hall located at 102 S. Diana Street, Elsa, Texas 78543**. For more information, please come by our city office or call **(956) 262-2127**. Written comments can be forwarded to: **Mayor Alonzo Perez - City of Elsa, P.O Box 427, Elsa, Texas 78543.**

The public hearing for the **City of La Villa** will be held on **Wednesday, October 25, 2017 at 6:15 P.M.** at the following location: **La Villa City Hall located at 916 S. Mike Chapa, La Villa, Texas 78562**. For more information, please come by our city office or call **(956) 262-2122**. Written comments can be forwarded to: **Mayor Alma Moron - City of La Villa, P.O. Box 60, La Villa, Texas 78562.**

The public hearing for the **City of Mercedes** will be held on **Wednesday, November 6 , 2017 at 6:00 P.M.** at the following location: **Mercedes City Hall located at 400 South Ohio Avenue., Mercedes, Texas 78570**. For more information, please come by our city office or call **(956) 565-3114**. Written comments can be forwarded to: **Mayor Henry Hinojosa - City of Mercedes, 400 South Ohio Ave., Mercedes, TX 78570.**

The public hearing for the **City of Progreso** will be held on **Wednesday, October 25, 2017 at 6:00 P.M.** at the following location: **Progreso City Hall located at 300 N. FM 1015, Progreso, Texas 78579**. For more information, please come by our city office or call **(956) 565-0241**. Written comments can be forwarded to: **Mayor Arturo Aleman - City of Progreso, P.O. Box 699, Progreso, TX 78579.**

The public hearing for the **City of Weslaco** will be held on **Tuesday, October 17, 2017 at 6:00 P.M.** at the following location: **Weslaco City Hall Legislative Chambers located at 255 S. Kansas Ave., Weslaco, Texas 78596**. For more information, please come by our city office or call **(956) 968-3181**. Written comments can be forwarded to: **Mayor David Suarez, City of Weslaco - 255 S. Kansas Ave., Weslaco, Texas 78596.**

Listed below is a partial listing of eligible activities.

Public Facilities Needs
- Senior Centers
- Youth Centers
- Neighborhood Facilities
- Parks and Recreation Facilities
- Health Facilities
- Child Care Facilities
- Parking Facilities

Infrastructure Improvement Needs
- Flood Drain Improvements
- Water Improvements

Sewer Improvements
Street Improvements

Public Service Needs
- Senior Services
- Handicapped Services
- Youth Services

Child Care Services

Accessibility

Economic Development Needs
- Technical Assistance

Lead-Based Paint/Hazard Abatement

Code Enforcement

Emergency Shelter Needs

Housing Needs

Community Planning

Program Administration

Accommodations for individuals with handicaps shall be provided upon request. Language translation services are available upon request.

Diana R. Serna, Director
Hidalgo County – Urban County Program
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78516

RESIDENTES DEL CONDADO DE HIDALGO PRECINTO NO. 1
AVISO DE AUDENCIA PUBLICA
PROGRAMA URBANO DEL CONDADO DE HIDALGO
PLAN CONSOLIDADO DE CINCO AÑOS

Fecha de publicación: lunes dia 2 de octubre 2017

En cumplimiento con el Plan Consolidado para la Planificación y Desarrollo Comunitario (CDBG, HOME, ESG), las ciudades mencionadas debajo llevarán a cabo una audiencias públicas para solicitar la opinión de las partes interesadas en las necesidades y prioridades de la ciudades bajo el Programa Urbano del Condado de Hidalgo, de los años fiscal 31-35 (2018-2022).

Los objetivos generales del Plan Consolidado son el fortalecimiento de las asociaciones con jurisdicciones a fin de ampliar y fortalecer las alianzas entre todos los niveles del gobierno y el sector privado, incluidas las organizaciones sin fines de lucro y, a fin de que puedan proporcionar una vivienda digna, para establecer y mantener una vida adecuada en el medio ambiente, y para ampliar las oportunidades económicas para todos los ciudadanos, en particular para las personas con ingresos muy bajos. La audiencia pública se celebrará de la siguiente manera:

La audiencia pública para **la Ciudad de Alamo** se llevará a cabo el **Martes 10 de octubre 2017 a las 7:00 P.M.** en la siguiente ubicación: **Municipalidad de la Ciudad de Alamo ubicado en el 420 N. Tower Road, Alamo, Texas 78516.** Para obtener más información, por favor venga a nuestra oficina de la ciudad o llame al **(956) 787-0006**. Los comentarios escritos pueden hacer enviados a: **Alcalde Diana Martinez de la Ciudad de Alamo al 420 N. Tower Road, Alamo, Texas 78516.**

La audiencia pública para **la Ciudad de Edcouch** se llevará a cabo el **Martes 17 de octubre 2017 a las 6:00 P.M.** en la siguiente ubicación: **Municipalidad de la Ciudad de Edcouch ubicado en el 211 West Southern Avenue, Edcouch, Texas 78538.** Para obtener más información, por favor venga a nuestra oficina de la ciudad o llame al **(956) 262-2140**. Los comentarios escritos pueden hacer enviados a: **El Alcalde Virginio Gonzalez de la Ciudad de Edcouch al P.O. Box 100, Edcouch, Texas 78538.**

La audiencia pública para **la Ciudad de Elsa** se llevará a cabo el **Lunes 23 de octubre 2017 a las 6:00 P.M.** en la siguiente ubicación: **Municipalidad de la Ciudad de Elsa ubicado en el 102 S. Diana Street, Elsa, Texas 78543.** Para obtener más información, por favor venga a nuestra oficina de la ciudad o llame al **(956) 262-2127**. Los comentarios escritos pueden hacer enviados a: **El Alcalde Alonzo Perez de la Ciudad de Elsa al P.O. Box 427, Elsa, Texas 78543..**

La audiencia pública para **la Ciudad de La Villa** se llevará a cabo el **Miércoles 25 de octubre 2017 a las 6:15 P.M.** en la siguiente ubicación: **Municipalidad de la Ciudad de La Villa ubicado en el 916 S. Mike Chapa, La Villa, Texas 78562.** Para obtener más información, por favor venga a nuestra oficina de la ciudad o llame al **(956) 262-2122**. Los comentarios escritos pueden hacer enviados a: **El Alcalde Alma Moron de la Ciudad de La Villa al P.O. Box 60, La Villa, Texas 78562.**

La audiencia pública para **la Ciudad de Mercedes** se llevará a cabo el **Martes 17 de octubre 2017 a las 6:00 P.M.** en la siguiente ubicación: **Municipalidad de la Ciudad de Mercedes ubicado en el 400 South Ohio Ave., Mercedes, Texas 78570.** Para obtener más información, por favor venga a nuestra oficina de la ciudad o llame al **(956) 565-3114**. Los comentarios escritos pueden hacer enviados a: **El Alcalde Henry Hinojosa de la Ciudad de Mercedes al 400 South Ohio Ave., Mercedes, Texas 78570.**

La audiencia pública para **la Ciudad de Progreso** se llevará a cabo el **Miércoles 25 de octubre 2017 a las 6:00 P.M.** en la siguiente ubicación: **Municipalidad de la Ciudad de Progreso ubicado en el 300 N. FM 1015, Progreso, Texas 78579.** Para obtener más información, por favor venga a nuestra oficina de la ciudad o llame al **(956) 565-0241**. Los comentarios escritos pueden hacer enviados a: **El Alcalde Arturo Aleman de la Ciudad de Progreso al P.O. Box 699, Progreso, Texas 78579.**

La audiencia pública para **la Ciudad de Weslaco** se llevará a cabo el **Martes 17 de octubre 2017 a las 6:00 P.M.** en la siguiente ubicación: **Municipalidad de la Ciudad de Weslaco Cámara de Legislatura ubicado en el 255 S. Kansas Ave., Weslaco, Texas 78596.** Para obtener más información, por favor venga a nuestra oficina de la ciudad o llame al **(956) 968-3181**. Los comentarios escritos pueden hacer enviados a: **El Alcalde David Suarez de la Ciudad de Weslaco al 255 S. Kansas Ave., Weslaco, Texas 78596.**

A continuación se muestra una lista parcial de las actividades elegibles.

Necesidades de establecimientos públicos
- Centros para personas de la tercera edad
- Centros para jóvenes
- Instalaciones del vecindario
- Instalaciones de parques y recreación
- Instalaciones de salud
- Instalaciones para el cuidado de niños
- Instalaciones de estacionamiento

Necesidades de mejoras de infraestructura
- Mejoras de drenaje de inundaciones
- Mejoras de agua
- Mejoras de alcantarillado
- Mejoras de calles

Necesidades de Servicios Públicos
- Servicios para personas de tercera edad
- Servicios para discapacitados
- Servicios para jóvenes

Servicios de cuidado infantil

Aplicación del código

Necesidades de vivienda de emergencia

Necesidades de vivienda

Planificación de la Comunidad

Administración del Programa

Necesidades de desarrollo económico

Asistencia Técnica

Pintura con base de plomo / Reducción de Riesgos

Aloiamiento para las personas con discapacidad se puede proporcionar a petición. Ayuda de servicios de traducción serán disponible a petición.

Diana R. Serna, Directora
Programa Urbano del Condado de Hidalgo
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78516

Urban County Program
5 Yr. Consolidated Plan
Calendar

September 29, 2017	**Send out letter to cities/precincts on 5 Year Consolidated Plan.**
October 1st – 31st, 2017	**<u>Cities and Precincts hold Needs Assessment Public Hearings</u> Emphasize public attendance and input. Provide the public with information about how past years funds were spent. Obtain information about needs for the public, and provide answers to questions. Keep attendance log and minutes for meeting *** If suggestions from the public are not included in the plan, the city or precinct must explain why not.**
November 17, 2017	**Completed Category Rating Sheets are due at UCP Offices. Also submit a copy of the approved City Council Agenda, Minutes and Sign-in Sheet for the 5- Yr. Consolidated Plan Public Hearing Notice along with Notes.**
February 19, 2018	**Staff begins preparation of the 5 Yr. Consolidated plan, executive summary and agency data accumulation.**
March 15, 2018	**Public Notice advertising of the 5 Yr. Consolidated Plan Notice (30 Day Comment Period)**
April 16, 2017	**30 Day Comment Period ends for 5 Year Consolidated Plan Notice.**
April 20, 2017	**Publish Notice for 5- Yr. Consolidated Plan Public Hearing to be held at HCCC.**
May 1, 2017	**Public Hearing before HCC Court and approval of 5 Yr. Consolidated Plan (Years 2018-2022)**
May 10, 2018	**Submit the 5 Yr. Consolidated Plan to HUD office, San Antonio, Texas**

ATTACHED:

5-Year Consolidated Plan

ELIGIBILE CDBG CATEGORIES NEEDS RATING SHEET

City /Precinct Name:

Please Circle the Level of NEED Below Each Category:

1.) Acquisition of Real Property (01)
High / Med / Low

2.) Disposition (02)
High / Med / Low

3.) Public Facilities and Improvements (General) (03)
High / Med / Low

4.) Senior Centers (03A)
High / Med / Low

5.) Handicapped Centers (03B)
High / Med / Low

6.) Homeless Facilities (Not operating cost) (03C)
High / Med / Low

7.) Youth Centers (03D)
High / Med / Low

8.) Neighborhood Facilities (03E)
High / Med / Low

9.) Parks, Recreational Facilities (03F)
High / Med / Low

10.) Parking Facilities (03G)
High / Med / Low

11.) Solid Waste Disposal Improvements (03H)
High / Med / Low

12.) Flood Drain Improvements (03I)
High / Med / Low

13.) Water/Sewer Improvements (03J)
High / Med / Low

14.) Street Improvements (03K)
High / Med / Low

15.) Sidewalks (03L)
High / Med / Low

16.) Child Care Centers (03M)
High / Med / Low

17.) Tree Planting (03N)
High / Med / Low

18.) Fire Stations/Equipment (03O)
High / Med / Low

19.) Health Facilities (03P)
High / Med / Low

20.) Abused and Neglected Children Facilities (03Q)
High / Med / Low

21.) Asbestos Removal (03R)
High / Med / Low

22.) Facilities for AIDS Patients (not operating cost) (03S)
High / Med / Low

23.) Operating Costs of Homeless/AIDS Patients Programs (03T)
High / Med / Low

24.) Clearance and Demolition (04)
High / Med / Low

25.) Clean-up of Contaminated Sites (04A)
High / Med / Low

26.) Public Services (General) (05)
High / Med / Low

27.) Senior Services (05A)
High / Med / Low

28.) Handicapped Services (05B)
High / Med / Low

29.) Legal Services (05C)
High / Med / Low

30.) Youth Services (05D)
High / Med / Low

31.) Transportation Services (05E)
High / Med / Low

32.) Substance Abuse Services (05F)
High / Med / Low

33.) Battered and Abused Spouses (05G)
High / Med / Low

34.) Employment Training (05H)
High / Med / Low

35.) Crime Awareness (05I)
High / Med / Low

36.) Fair Housing Activities (if CDBG, then subject to) (05J)
High / Med / Low

37.) Tenant/Landlord Counseling (05K)
High / Med / Low

38.) Child Care Services (05L)
High / Med / Low

39.) Health Services (05M)
High / Med / Low

40.) Abused and Neglected Children (05N)
High / Med / Low

41.) Mental Health Services (05O)
High / Med / Low

42.) Screening for Lead-Based Paint/Lead Hazards Poison (05P)
High / Med / Low

43.) Subsistence Payments (05Q)
High / Med / Low

44.) Homeownership Assistance (not direct) (05R)
High / Med / Low

45.) Rental Housing Subsidies (if HOME, not part of 5%) (05S)
High / Med / Low

46.) Security Deposits (if HOME, not part of 5% Admin) (05T)
High / Med / Low

47.) Interim Assistance (06)
High / Med / Low

48.) Urban Renewal Completion (07)
High / Med / Low

49.) Relocation (08)
High / Med / Low

50.) Loss of Rental Income (09)
High / Med / Low

51.) Removal of Architectural Barriers (10)
High / Med / Low

52.) Privately Owned Utilities (11)
High / Med / Low

53.) Construction of Housing (12)
High / Med / Low

54.) Direct Homeownership Assistance (13)
High / Med / Low

55.) Rehab: Single-Unit Residential (14A)
High / Med / Low

56.) Rehab: Multi-Unit Residential (14B)
High / Med / Low

57.) Public Housing Modernization (14C)
High / Med / Low

58.) Rehab: Other Publicly Owned Residential Buildings (14D)
High / Med / Low

59.) Rehab: Publicly or Privately Owned Commercial /Indu (14E)
High / Med / Low

60.) Energy Efficiency Improvements (14F)
High / Med / Low

61.) Acquisition-for rehabilitation (14G)
High / Med / Low

62.) Rehabilitation Administrations (14H)
High / Med / Low

63.) Lead-Based/Lead Hazard Test/Abate (14I)
High / Med / Low

64.) Code Enforcement (15)
High / Med / Low

65.) Residential Historic Preservation (16A)
High / Med / Low

66.) Non-Residential Historic Preservation (16B)
High / Med / Low

67.) CI Land Acquisition/ Disposition (17A)
High / Med / Low

68.) CI Infrastructure Development (17B)
High / Med / Low

69.) CI Building Acquisition, Construction, Rehabilitate (17C)
High / Med / Low

70.) Other commercial/industrial improvements (17D)
High / Med / Low

71.) ED Direct Financial Assistance to For-Profits (18A)
High / Med / Low

72.) ED Technical Assistance (18B)
High / Med / Low

73.) Micro-Enterprise Assistance (18C)
High / Med / Low

74.) HOME Admin/Planning Costs of PJ (not part of 5% AD) (19A)
High / Med / Low

75.) HOME CHDO Operating Costs (not part of 5% Admin ca (19B)
High / Med / Low

76.) CDBG Non-Profit Organization Capacity Building (19C)
High / Med / Low

77.) CDBG Assistance to Institutes of Higher Education (19D)
High / Med / Low

78.) CDBG Operation and Repair of Foreclosed Property (19E)
High / Med / Low

79.) Planned Repayment of Section 108 Principal (19F)
High / Med / Low

80.) Unplanned Repayment of Section 108 Principal (19G)
High / Med / Low

81.) State CDBG Technical Assistance to Grantees (19H)
High / Med / Low

82.) Planning (20)
High / Med / Low

83.) General Program Administration (21A)
High / Med / Low

84.) Indirect Costs (21B)
High / Med / Low

85.) Fair Housing Activities (subject to 20% Admin cap) (21C)
High / Med / Low

86.) Submissions or Applications for Federal Programs (21D)
High / Med / Low

87.) HOME Rental Subsidy Payments (subject to 5% cap) (21E)
High / Med / Low

88.) HOME Security Deposits (subject to 5% cap) (21G)
High / Med / Low

89.) HOME Admin/Planning Costs of PJ (subject to 5% cap) (21H)
High / Med / Low

90.) HOME CHDO Operating Expenses (subject to 5% cap) (21I)
High / Med / Low

91.) Unprogrammed Funds (22)
High / Med / Low

92.) HOPWA (31)
High / Med / Low

93.) HOPWA Grantee Activity (31A)
High / Med / Low

94.) HOPWA Grantee Administration (31B)
High / Med / Low

95.) HOPWA Project Sponsor Activity (31C)
High / Med / Low

96.) HOPWA Project Sponsor Administration (31D)
High / Med / Low

97.) FOOD PANTRY Sponsor Administration (05W)
High / Med / Low

Acknowledgement of submittal

Signature of Person completing form: **Date**

City Secretary Certification of approval **(Seal)**

CITY OF WESLACO

Precinct/City Name

Urban County Program

5 Year Consolidated Plan

Public Hearing Needs Assessment

Sign-In Register

Location: WESLACO CITY HALL

Date: OCTOBER 17, 2017

Time: 6:00 P.M.

	Name	Agency	Phone No.
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1294	
From: Mardoqueo Hinojosa		
Subject: To solicit input on behalf of Salomon A. Pena to obtain a Wine and Beer Retailers Off-Premise Permit at 525 N. Cantu also being Lot 7, Block 5, Villa Vista #2, Weslaco, Hidalgo County, Texas.		
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Wine and Beer Off-Premise Permit. Twenty-nine (29) property owners within 200 feet of the applicant's property were notified by letter on September 22, 2017. City Commission approved this property for previous Applicant on October 21, 2014		
Funding Source (budget code, if applicable)**:**		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Public Hearing		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on September 18, 2017.		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:** Planning & Zoning recommended approval on October 4, 2017		
Rebekah De La Fuente Mardoqueo Hinojosa Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve solicitation of public comments.		
Staff Recommendation: Staff recommends approval		
Attachments, if any:		
Responsibilities upon Approval: Staff will advise applicant		

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1295
From: Mardoqueo Hinojosa	
Subject: To solicit input on behalf of Elsa Garcia to rezone 1513 S. Westgate Drive also being 2.21 acres out of Farm Tract 666, West Tract Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling to R-2 Duplex and Apartments District.	
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling to R-2 Duplex and Apartments District. Eleven (11) property owners within 200 feet of the applicant's property were notified by letter on September 22, 2017.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted: Public Hearing	
If item previously considered, provide date and action by Commission:	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on September 18, 2017.	
Advisory Review, if any (name of board/committee, date of action, recommendation)**:** Planning & Zoning recommended approval on October 4, 2017 (3-2 vote).	
Rebekah De La Fuente Mardoqueo Hinojosa Mike Perez	Created/Initiated Approved Final Approval
City Manager Comments: Approve solicitation of public comments.	
Staff Recommendation: Staff recommends approval due to adjacent land use.	
Attachments, if any:	
Responsibilities upon Approval: Planning staff will advise applicant.	

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1289	
From:		
Subject: Approval of the Minutes of the Regular Meeting on October 3, 2017. (Staffed by City Secretary's Office.) Attachment.		
Background: Record of commission action for the regular meeting of October 3, 2017.		
Funding Source (budget code, if applicable)**:**		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
Elizabeth Walker Mike Perez	Created/Initiated Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Approve.		
Attachments, if any: 17-10-03 minutes		
Responsibilities upon Approval: Execute and retain.		

A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, OCTOBER 3, 2017

On Tuesday, October 3, 2017, at 5:37 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present:

Mayor	David Suarez
Mayor Pro-Tem	Gerardo "Jerry" Tafolla
Commissioner	Leo Muñoz
Commissioner	Greg Kerr
Commissioner	Letty Lopez
Commissioner	Josh Pedraza
City Manager	Mike R. Perez
City Secretary	Elizabeth Walker
City Attorney	Juan E. Gonzalez

Also present: Sonia Flores, Assistant Finance Director; Veronica Ramirez, Human Resources Director; Jose Pena, Information Technology Director; Pete Garcia, Public Works Director; Tony Lopez, Fire Chief; Stephen Mayer, Police Chief; Mardoqueo Hinojosa, Planning and Code Enforcement Director and City Engineer; David Arce, Parks and Recreation Director; Arnold Becho, Library Director, Martin Mata, Library Assistant Director; Joe Pedraza, Health Official; and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, September 29, 2017.

B. Invocation.

Pastor Thomas Murray, Grace Episcopal Church, led in the invocation.

C. Pledge of Allegiance.

The Mayor led the Pledge of Allegiance and Texas Flag.

D. Mayoral recognition.

The Mayor recognized with appreciation the donation of twelve defibrillators, valued nearly $15,000.00, from the Knapp Medical Center Volunteer Auxiliary to the Police Department.

E. Roll Call.

Elizabeth Walker, City Secretary, called the roll noting the absence of Commissioner Noriega and a quorum present.

II. PUBLIC COMMENTS

Evelia Castillo, Wellness Coalition, expressed favor for the event, "Weslaco Bikearoos," promoting bicycle safety.

Noting the stipulation that the public hearing be held no sooner than 6:00 p.m., the Mayor changed the order of the day and introduced item IV immediately.

IV. CONSENT AGENDA

The following items are of a routine or administrative nature. The City Commission has been furnished with background and support material on each item, and/or it had been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote. Possible action.

A. Approval on second and final reading of the following:

1) Ordinance 2017-40 rezoning 400 N Republic Street also being Lots 12, 13, and 14, STAATS Addition Subdivision, Weslaco, Hidalgo County, Texas, from R-2 Duplex and Apartments District to B-4 Neighborhood Office District and authorize the Mayor to execute any related documents. (First reading was held September 19, 2017; Staffed by Planning and Code Enforcement.)

2) Ordinance 2017-41 rezoning 1210 Valley View also being Lot 6, Ashmelmont Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-4 Neighborhood Office District and authorize the Mayor to execute any related documents. (First reading was held on September 19, 2017; Staffed by Planning and Code Enforcement.)

3) Ordinance 2017-42 rezoning 1319 E. 18th Street also being Lot 24, Margo Terrace Estates Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling District to B-1 Neighborhood Business District and authorize the Mayor to execute any related documents. (First reading was held on September 19, 2017; Staffed by Planning and Code Enforcement.)

4) Ordinance 2017-43 authorizing a budget amendment as appropriate for the Solid Waste Account in the amount of $27,000.00 and authorize the Mayor to execute any related documents. (First reading was held on September 19, 2017; Staffed by Public Works.)

B. Approval of the renewals of the Professional Services Agreements as recommended by the Weslaco Hotel Occupancy Tax Advisory Committee:

1. Frontera Audubon Society - $30,800.00;

2. Lower Rio Grande Valley Nature Center - $32,500.00;

3. Weslaco Area Chamber of Commerce - $191,740.00;

and authorize the Mayor to execute any related documents.

C. Approval of Ordinance 2017-50 authorizing a negotiated resolution with Texas Gas Service regarding the company's 2017 cost of service adjustment ("COSA") filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; providing for the recovery of the City's reasonable and necessary rate case expenses; adopting a savings clause and other matters as ordained. First Reading of Ordinance 2017-50. (Staffed by Finance Department.)

D. Approval of a request by the Weslaco Bikearoos to utilize Harlon Block Park on October 14, 2017 from 8 a.m. – 12 p.m. for a Bike Rodeo, and authorize the Mayor to execute any related documents as may be required and waive any fees that may be associated with the event. (Requested by Weslaco Bikearoos.)

E. Approval of a renewal of a Public Purpose Service Contract with the Weslaco Bicultural Museum d.b.a Weslaco Museum of Local History and Cultural Art in an amount not to exceed $63,100.00 effective October 1, 2017 through September 30, 2018 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)

F. Approval of the renewal of a Public Purposes Services Contract with the Boys & Girls Club of Weslaco in an amount not to exceed $50,000.00 for the public purpose services and activities in this contract, effective October 1, 2017 through September 30, 2018, and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)

G. Approval of a renewal of a Mutual Lease Agreement with the Boys and Girls Club of Weslaco for the use of the facility located at 300 N. Airport, Suite B and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)

H. Approval of renewal yearly agreement with UT-RGV for Stormwater Task Force in an amount not to exceed $15,876.00 and authorize the Mayor to execute any related documents. (Staffed by Planning and Code Enforcement Department.)

I. Approval of the purchase of one (1) new city unit for Animal Care Services in an amount not to exceed $58,367.00 from the Capital Outlay funds Fiscal Year 2017-2018 and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)

J. Authorization to use the Court Technology Fund to pay the yearly fee for Incode Services, which include the Court Case Management, Police (non-Incode Interface to Court), and AcuCorp Run Time in the amount not to exceed $10,136.79. (Staffed by Municipal Court.)

K. Approval of the renewal of payment to Smartcom Telephone, LLC for annual internet services and city facility network connectivity and authorize the Mayor to execute any related documents. (Staffed by IT Department).

L. Approval of the renewal of payment to PTS Solutions, Inc for yearly software maintenance fee and authorize the Mayor to execute any related documents. (Staffed by IT Department).

M. Approval of the renewal of payment to Tyler Technologies for yearly software maintenance fee and authorize the Mayor to execute any related documents. (Staffed by IT Department).

Commissioner Kerr, seconded by Mayor Pro-Tem Tafolla, moved to approve consent agenda items A, B, C, D, E, F, G, H, J, K, L and M withholding item I. The motion carried unanimously; Mayor Suarez was present and voting.

I. Approval of the purchase of one (1) new city unit for Animal Care Services in an amount not to exceed $58,367.00 from the Capital Outlay funds Fiscal Year 2017-2018 and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)

Mardoqueo Hinojosa, City Engineer/Director of Planning and Code Enforcement, stated the purchase of the vehicle was slightly over budget with the shortage to be paid from the general fund. The unit will help in responding to 6,000 calls yearly. In response to Commissioner Kerr, this is the third vehicle to the fleet since the shelter was expanded and will be designated for problematic areas of the city needing traps. In response to Mayor Pro-Tem Tafolla, the vehicle is 4-wheel diesel with a custom box and warranty.

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, move to approve consent agenda item I as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, the ordinances are as follows:

ORDINANCE NO. 2017-40

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 400 N REPUBLIC STREET ALSO BEING LOTS 12, 13, AND 14, STAATS ADDITION SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-2 DUPLEX AND APARTMENTS DISTRICT TO B-4 NEIGHBORHOOD OFFICE DISTRICT

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: R-2 Duplex and Apartments District to B-4 Neighborhood Office District being Lots 12, 13, and 14, STAATS Addition Subdivision, also being 400 N Republic Street, Weslaco, Hidalgo County, Texas.

SECTION II: That this ordinance shall become effective upon its passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 19th day of September, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 3rd day of October 2017.

ORDINANCE NO. 2017-41

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 1210 VALLEY VIEW DRIVE ALSO BEING LOT 6, ASHMELMONT SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE FAMILY DWELLING DISTRICT TO B-4 NEIGHBORHOOD OFFICE DISTRICT.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: R-1 One Family Dwelling District to B-4 Neighborhood Office District being Lot 6, Ashmelmont Subdivision, also being 1210 Valley View Drive, Weslaco, Hidalgo County, Texas.

SECTION II: That this ordinance shall become effective upon its passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 19th day of September, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 3rd day of October, 2017.

ORDINANCE NO. 2017-42

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 1319 E. 18TH STREET ALSO BEING LOT 24, MARGO TERRACE ESTATES SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE FAMILY DWELLING DISTRICT TO B-1 NEIGHBORHOOD BUSINESS DISTRICT.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: R-1 One Family Dwelling District to B-1 Neighborhood Business District being Lot 24, Margo Terrace Estates Subdivision, also being 1319 E. 18th Street, Weslaco, Hidalgo County, Texas.

SECTION II: That this ordinance shall become effective upon its passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 19th day of September, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 3rd day of October, 2017.

ORDINANCE 2017-43

AN ORDINANCE AMENDING ORDINANCE NUMBER 2016-31, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017, FINDING NEED TO AMEND THE 2016-2017 MUNICIPAL BUDGET; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2016-2017 budget; and

WHEREAS, unusual and unforeseen conditions have arisen during the fiscal year which have, or will require, the expenditure of additional funds constituting an emergency expenditure; and

WHEREAS, Section 102.009 of the Texas Local Government Code authorizes the City to amend its budget in such a manner as to provide for emergency expenditures as an amendment to the original budget in a case of grave public necessity to meet an unusual and unforeseen condition; and

WHEREAS, the City Commission finds the amendments in the line items identified in the attached Exhibit are reasonable,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT:

SECTION 1. FINDINGS. The City Commission finds the statements made in the preamble above are true.

SECTION 2. BUDGET LINE ITEMS. The City Commission approves the budget amendments in the attached Exhibit as such change is necessary to meet an unusual and unforeseen condition as the result of an emergency.

SECTION 3. BUDGET TOTAL. The City Commission further finds the amended budget line items identified in such Exhibit will not cause the total expenditures in the budget to exceed the total amount of estimated revenue.

SECTION 4. APPROVAL. The 2016-2017 Official Budget, adopted by Ordinance 2016-31, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibit.

SECTION 5. AUTHORIZATION. The City Manager is authorized to undertake action to execute such transfers in accordance with state law, and file, or cause to be filed, a true and correct copy of this Ordinance, with the attached budget amendment, with the City Secretary.

SECTION 6. SEVERABILITY CLAUSE. It is the intent of the City Commission that each sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be deemed severable and, should any such sentence, paragraph, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of the Ordinance left standing.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect upon final reading.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 19th day of September, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 3rd day of October, 2017.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:
/s/Juan E. Gonzalez, CITY ATTORNEY

V. NEW BUSINESS

A. Discussion and consideration to approve the following: 1) Minutes of Regular Meeting on September 19, 2017; and 2) Record of Workshop on September 27, 2017. Possible action. (Pulled from consent agenda on request by Commissioners Kerr and Munoz; Staffed by City Secretary's Office.)

Commissioner Kerr stated the Commission action is reflected correctly in the minutes; he simply desired to clarify the appointments of the agents of record for the Voluntary Supplemental Products and offered no changes to the record.

Mayor Pro-Tem Tafolla, seconded by Commissioner Kerr, moved to approve Minutes of Regular Meeting on September 19, 2017 and Record of Workshop on September 27, 2017 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration to approve an Interlocal Agreement with Hidalgo County Precinct No. 1 on Midway Road improvements and authorize the Mayor to execute any related documents. Possible action. (Requested by Precinct 1.)

County Commissioner David Fuentes, Precinct 1, stated the Milano's Road improvements project was near completion and requests approval of a similar interlocal agreement for South Midway Road improvements; the interlocal outlines a cost participation from the Cities of Donna and Weslaco in the amount of $200,000 each and the County in the amount of $500,000 toward the total project cost of $910,000; both the County and Donna approved their contributions.

The City Manager noted Weslaco has more roadway abutting than Donna resulting from the ETJ agreement and the road would be fully reconstructed with 8" caliche base, 2" asphalt and bar ditches designed in coordination with Drainage District #1; he added Commissioner Noriega, although absent, was in favor of the project.

Mayor Pro-Tem Tafolla, seconded by Commissioner Kerr, moved to approve an Interlocal Agreement with Hidalgo County Precinct No. 1 on Midway Road Improvements as presented. The motion carried unanimously; Mayor Suarez was present and voting.

III. PUBLIC HEARING

Mayor Pro-Tem Tafolla, seconded by Commissioner Lopez, moved to open the public hearing at 6:09 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input in compliance with the Consolidated Plan for Community Planning and Development (CDBG) Urban County Program Fiscal Year 31 (2018) Needs Assessment Plan.

Sonia Flores, Assistant Finance Director, stated the public hearing was required for solicitation of requests for CDBG program funds.

Jeannette Gonzalez, Treasurer for CASA, stated this is an organization of Court Appointed Special Advocates for children to be placed in foster and permanent homes; 192 children were assisted last year with 34 from Weslaco. She requested favorable consideration for funding.

Mayor Pro-Tem Tafolla, seconded by Commissioner Kerr, moved to close the public hearing at 6:12 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to award Request For Bids 2016-17-27 Rehabilitation of Lift Station No. 37 to the lowest most advantageous bidder and authorize Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa stated six (6) bids were received, tabulated and evaluated. The lowest respondent is Castle Construction with a base bid of $426,268.17 with a cash allowance for odor control. Staff recommends approval of the lowest respondent noting references were checked; this bid allows razor profit margin, evidenced by the difference between lowest and highest bidders. In response to Mayor Suarez, no change orders are expected unless unforeseen circumstances.

Commissioner Kerr, seconded by Commissioner Lopez, moved to award Request For Bids 2016-17-27 Rehabilitation of Lift Station No. 37 to Castle Construction as the lowest most advantageous bidder as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to approve Ordinance 2017-48 amending Ordinance 1998-27, the City Telecommunication Ordinance, codified as Chapter 130, and adding uniform, nondiscriminatory requirements for users of City right-of-way and authorize the Mayor to execute any related documents. First reading of Ordinance 2017-48. Possible action. (Staffed by Planning and Code Enforcement Department).

Mardoqueo Hinojosa stated the proposed ordinance is an amendment to the Telecommunications Ordinance, explaining cities Valley-wide are adopting a similar ordinance to assist in the regulation of cell nodes in right-of-way. Staff recommends approval.

The City Manager stated newly enacted state legislation limits the fee to be charged at $250.00 permit fee. A coalition of cities currently is suing the state asserting entities should be able to charge according to their franchise agreements.

Mayor Pro-Tem Tafolla, seconded by Commissioner Muñoz, moved to approve Ordinance 2017-48 amending Ordinance 1998-27, the City Telecommunication Ordinance, as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration to approve Ordinance 2017-49 amending Ordinance 320, the City Zoning Ordinance, codified as Chapter 150, adding a new Division 10 ("Overlay Design District") to section 150-3 ("Districts"), and adding section 150-11.1 Design District and authorize the Mayor to execute any related documents. First reading of Ordinance 2017-49. Possible action. (Staffed by Planning and Code Enforcement Department).

Mardoqueo Hinojosa recommended approval stating similar to the aforementioned item, this amendment to the ordinance establishes regulation of cell nodes in the city.

Mayor Pro-Tem Tafolla, seconded by Commissioner Muñoz, moved to approve Ordinance 2017-49 amending Ordinance 320, the City Zoning Ordinance, codified as Chapter 150, adding a new Division 10 ("Overlay Design District") to section 150-3 ("Districts"), and adding section 150-11.1 Design District. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to adopt the City of Weslaco Design Manual for the Installation of Network Nodes and Node Support Poles Pursuant to Tex. Loc. Gov. Code Chapter 284. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa recommended approval stating the design manual establishes guidelines on the installation of cell nodes in the public rights-of-way.

Commissioner Muñoz, seconded by Commissioner Lopez, moved to adopt the City of Weslaco Design Manual for the Installation of Network Nodes and Node Support Poles. The motion carried unanimously; Mayor Suarez was present and voting.

VI. EXECUTIVE SESSION

At 6:24 p.m. Mayor Pro-Tem Tafolla, seconded by Commissioner Muñoz, moved the regular Meeting to convene in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

At 7:00 p.m. Mayor Suarez announced the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by §551.074 of the Texas Government Code.

There was no action on this item.

B. Pending Litigation - Consultation with City Attorney regarding City of Weslaco v. Briones Consulting and Engineering as authorized by §551.071 of the Texas Government Code.

Mayor Pro-Tem Tafolla, seconded by Commissioner Kerr, moved to authorize the City Attorney and City Manager to engage in negotiations with local counsel as discussed in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

C. Economic Development – Consultation with City Attorney regarding Economic Development opportunities and incentive programs related to Project Saddle as authorized by §551.087 of the Texas Government Code.

Mayor Pro-Tem Tafolla, seconded by Commissioner Lopez, moved to authorize the City Attorney to finish the negotiated document as discussed in Executive Session. The motion carried with Commissioner Kerr abstaining; Mayor Suarez was present and voting.

VIII. ADJOURNMENT

Mayor Pro-Tem Tafolla, seconded by Commissioner Muñoz, moved to adjourn at 7:01 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

_____

MAYOR, David Suarez

ATTEST:

_____

CITY SECRETARY, Elizabeth Walker

_____

MAYOR PRO-TEM, Gerardo "Jerry" Tafolla

_____

COMMISSIONER, Leo Muñoz

_____

COMMISSIONER, Greg Kerr

ABSENT

_____

COMMISSIONER, Olga Noriega

_____

COMMISSIONER, Letty Lopez

_____

COMMISSIONER, Josh Pedraza

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1228
From: Mardoqueo Hinojosa	
Subject: Ordinance 2017-48 amending Ordinance 1998-27, the City Telecommunication Ordinance, codified as Chapter 130 and adding uniform, nondiscriminatory requirements for users of City right-of-way and authorize the Mayor to execute any related documents. (First reading held October 3, 2017; Staffed by Planning and Code Enforcement Department.)	
Background: Right of way ordinance is an amendment to the Telecommunications Ordinance which incorporates the regulation of cell nodes. Ordinance is being adopted Valley wide in an effort to regulate cell nodes.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading
If item previously considered, provide date and action by Commission:
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**

Aida Vega	Created/Initiated
Mardoqueo Hinojosa	Approved
Mike Perez	Final Approval

City Manager Comments: Approve.
Staff Recommendation: Staff recommends approval.
Attachments, if any: Ordinance 2017-48
Responsibilities upon Approval: Staff will enforce ordinance.

ORDINANCE NO. 2017- 48

AN ORDINANCE AMENDING ORDINANCE NUMBER 1998-27, THE CODE OF ORDINANCES OF THE CITY OF WESLACO CODIFIED AS CHAPTER 130 TELECOMMUNICATIONS BY ADDING UNIFORM, NONDISCRIMINATORY REQUIREMENTS FOR USERS OF CITY RIGHT-OF-WAY; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY, AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City of Weslaco has a duty and obligation to promote the health, safety and welfare of its citizens and visitors

WHEREAS, regulation of the City of Weslaco's public right-of-way is necessary to the health, safety and welfare Weslaco citizens and visitors,

WHEREAS, the City of Weslaco, in compliance with the Constitution of the State of Texas, demands just compensation when private parties endeavor to use public land,

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

SECTION I: The Code of Ordinances, City of Weslaco, Chapter 130 Telecommunications, is hereby amended by creating sections 130-28 through 130-40.

SECTION II: The Code of Ordinances, City of Weslaco, Chapter 130 Telecommunications, is hereby amended by adding the following provisions such that sections 130-28 through 130-39 shall read:

"**Sec. 130-28 Ground Equipment.**

(a) Ground Equipment near street corners and intersections: Ground equipment should be minimal and the least intrusive. In accordance with Chapter 284.102 (1), to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or a street intersection.
(b) *Ground Equipment near Municipal Parks.* For the safety of Municipal park patrons, particularly small children, and to allow full line of sights near Municipal park property, the User shall not install Ground Equipment in a Right-of-Way that is within a Park or within 250 feet of the boundary line of a Park, unless approved by the City Manager or designee and Parks Director in writing.

(c) In accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed Location if the User installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more.

Sec. 130-29 Concealment.

(a) Concealment of Network Nodes and Node support poles shall be required by the City in Design Districts with Decorative Poles and in Historic Districts pursuant to Chapter 284.105.

(b) It is also the City's preference that all new node support poles be camouflaged, except those located in an area zoned or predominantly industrial area. Companies shall submit their proposal for camouflage with the permit application.

(c) The Network Node facilities shall be concealed or enclosed as much as reasonably possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Sec. 130-30 Allowed Colors.

Colors in Historic Districts and Design Districts must be approved by the City Manager or designee from a palette of approved colors. Unless otherwise provided, all colors shall be earth tones or shall match the background of any structure the facilities are located upon and all efforts shall be made for the colors to be inconspicuous. Colors in areas other than in Historic Districts and Design Districts shall conform to colors of other installations of telecommunication providers in the immediately adjacent areas.

Sec. 130-31 Vacation, Discontinuance, Removal or Relocation.

(a) In the event that city closes, abandons, or vacates any rights-of-way that contains facilities, any such closure, abandonment, vacation, or conveyance effectuating same shall be subject to, and conditioned upon, the rights of the users of such rights-of-way.
(b) In accordance with applicable law, upon the revocation, termination, or expiration and non-renewal of an applicable franchise agreement, license, or permit, either (a) by mutual agreement of city and a user, (b) by the user's acquiescence or failure to challenge same, or (c) by a final order of a court which a user either does not appeal or from which there is no further right of appeal, then the following shall occur: the user shall immediately discontinue the use of its facilities and all rights of said user to use the streets and public ways shall cease. The user, at the direction of city, shall remove its facilities, including all supporting structures, poles, transmission and distribution portions of the system and other appurtenances, fixtures or property from the streets and public ways, in, over, under, along, or through which they are installed within six months of the revocation, termination, or expiration except that (a) user may abandon its facilities in place with city's consent, and (b) user cannot remove underground facilities without city's consent in

advance, which shall not be unreasonably withheld. Prior to any removal the user shall notify city and persons owning property abutting public ways where removal will occur. The user shall also restore any property, public or private, to the condition in which it existed prior the installation, erection or construction of its facilities, including any improvements made to such property subsequent to the construction of its facilities. Restoration of streets and city property, including, but not limited to, the public ways, shall be in accordance with the directions and specifications of City's Planning & Code Enforcement Department, and all generally applicable laws, ordinances and generally applicable regulations, at the user's sole expense. If such removal and restoration is not completed within six months after the revocation, termination, or expiration, all of the user's property remaining in the affected streets and public ways shall, at the option of city, be deemed abandoned and shall, at the option of city, become its property or city may obtain a court order compelling the user to remove same. In the event the user fails or refuses to remove its facilities or to satisfactorily restore all areas to the condition in which they existed prior to the original construction of the facilities, city, at its option, may perform such work and if such work is performed within four years of the revocation, termination or expiration of the applicable franchise agreement, license, or permit collect the costs thereof from the user. No surety on any performance bond shall be discharged until city has certified to the user in writing that the facilities have been dismantled, removed, and all other property restored, to the satisfaction of city.

(c) Removal or Relocation by User

(1) If the User removes or relocates a Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, it shall notify the City Manager’s or designee in writing not less than 10 business days prior to removal or relocation. User shall obtain all Permits required for relocation or removal of its Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment prior to relocation or removal.

(2) The City shall not issue any refunds for any amounts paid by User for Micro Network Node, Network Node facilities, Node Support Poles or related ground equipment that have been removed.

(d) Removal or Relocation Required for City Project

(1) In accordance with Chapter 284, Sec. 284.107, except as provided in existing state and federal law, a User shall relocate or adjust Micro Network Node, Network Node, Node Support Pole and related ground equipment in a public right-of-way in a timely manner and without cost to the municipality managing the public right-of-way

(2) User understands and acknowledges that the City may require User to remove or relocate its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or any portion thereof from the Right-of-Way for City construction projects as allowed by state and fedral law, including the common-law.

(3) User shall, at the City Manager’s or designee’s direction, remove or relocate the same at User’s sole cost and expense, except as otherwise provided in existing state and federal law, whenever the City Manager or designee reasonably determines that the relocation or removal is needed for any of the following purposes: Required for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project of a street ort public rights-of-way to enhance the traveling publics use for travel and transportation.

(4) If User fails to remove or relocate the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof as requested by the City Manager or designee within 90 days of User ’s receipt of the request, then the City shall be entitled to remove the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof at User’s sole cost and expense, without further notice to User.

(5) User shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof.

(e) Removal Required by City for Safety and Imminent Danger Reasons.

(1) User shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the City Manage or designee if the City Manager or designee reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) User fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law. If the City Manager or designee reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the User’s sole cost and expense.

(2) The City Manager or designee shall provide 90 days written notice to the User before removing a Micro Network Node, Network Node, Node Support Pole and related ground equipment under this Section, unless there is imminent danger to the public health, safety, and welfare.

(3) User shall reimburse City for the City’s actual cost of removal of Micro Network Node, Network Node, Node Support Pole and related ground equipment within 30 days of receiving the invoice from the City.

(e) Signal Interference with City's Communications Infrastructure Prohibited.

1) In the event that Provider's network nodes interferes with the City's traffic signal system, public safety radio system, or other City communications infrastructure operating on spectrum where the City is legally authorized to operate, Provider shall promptly cease operation of the network nodes causing said interference upon receiving notice from the City and refrain from operating. Provider shall respond to the City's request to address the source of the interference as soon as practicable, but in no event later than twenty-four(24) hours of receiving notice.

2) Protocol for Responding to Event of Interference. The protocol for responding to events of interference will require Provider to provide the City an Interference Remediation Report that includes the following items:

A. Remediation Plan. Device a remediation plan to stop the event of inference;
B. Time Frame for Execution. Provide the expected time frame for execution of the remediation plan; and
C. Additional Information. Include any additional information relevant to the execution of the remediation plan.

In the event that interference with City facilities cannot be eliminated, Provider shall shut down the network nodes and remove or relocate the network node that is the source of the interference as soon as possible to a suitable alternative location made available by City.

3) Following installation or modification of a network node, the City may require provider to test the network node's radio frequency and other functions to confirm it does not interfere with the City's Operations.

Sec. 130-32 Installation and Inspections.

(a) User shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner and in accordance with the requirements promulgated by the City Manager or designee, as such may be amended from time to time. User's work shall be subject to the regulation, control and direction of the City Manager or designee. All work done in connection with the installation, operation, maintenance, repair, modification, and/or replacement of the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment shall be in compliance with all applicable laws, ordinances, codes, rules and regulations of the City, applicable county, the state, and the United States ("Laws").

(b) The City Manager or designee, may perform visual inspections of any Micro Network Node, Network Node, Node Support Pole or related ground equipment located in the Right-of-Way as the City Manager or designee deems appropriate without notice. If the inspection requires physical contact with the Micro Network Node, Network Node, Node Support Poles or related ground equipment, the City Manager's or designee or designee shall provide written notice to the User within five business days of the planned inspection. User may have a representative present during such inspection.

In the event of an emergency situation, the City may, but is not required to, notify Provider of an inspection. The City may take action necessary to remediate the emergency situation and the City shall notify Provider as soon as practically possible after remediation is complete.

Sec. 130-33 As-Built Maps and Records.

User shall maintain accurate maps and other appropriate records of its Network Node facilities, Node Support Poles and related ground equipment as they are actually constructed in the Rights-of-Way, including, upon request, the use of Auto CAD/GIS digital format. User will provide additional maps to the City upon request.

Provider shall maintain a list of its network nodes and node support poles and provide City an Inventory of locations within ten (10) days of installation. The Inventory of

network nodes and node support poles shall include GIS coordinates, date of installation, City pole ID number (if applicable), type of pole used for installation, pole owner, and description/type of installation for each network node and node support pole installation.

Upon City's written request, Provider shall provide a cumulative Inventory within thirty (30) days of City's request. Concerning network nodes and node support poles that become inactive, the Inventory shall include the same information as active installations in addition to the date the network node and/or node support pole was deactivated and the date the network node and/or node support pole was removed from the Right-of-Way. City may compare the Inventory to its records to identify any discrepancies.

Sec. 130-34 Drug Policy.

It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by User's employees, contractors, subcontractors, sub-User's, or vendors while on City rights-of-way is prohibited.

Sec. 130-35 Ownership.

No part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment erected or placed on the Right-of-Way by User will become, or be considered by the City as being affixed to or a part of, the Right-of-Way. All portions of the Micro Network Node, Network Node, Node Support Pole and related ground equipment constructed, modified, erected, or placed by User on the Right-of-Way will be and remain the property of User and may be removed by User at any time, provided the User shall notify the City Manager or designee prior to any work in the Right-of-Way.

Sec. 130-36 Signage.

(a) User shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the Network Node facility that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by law (e.g. RF ground notification signs) or the City Manager or designee.
(b) Except as required by Laws or by the Utility Pole owner, User shall not post any other signage or advertising on the Micro Network Node, Network Node, Node Support Pole, Service pole or Utility Pole.

Sec. 130-37 Graffiti Abatement.

As soon as practical, but not later than fourteen (14) calendar days from the date User receives notice thereof, User shall remove all graffiti on any of its Micro Network Node, Network Node, Node Support Pole, and related ground equipment located in the Right of Way. The foregoing shall not relieve the User from complying with any City graffiti or visual blight ordinance or regulation.

Sec. 130-38 Restoration.

User shall repair any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third party resulting from User's removal or relocation activities (or any other of User's activities hereunder) within 10 calendar days following the date of such removal or relocation, at User's sole cost and expense, including restoration of the Right-of-Way and such property to substantially the same condition as it was immediately before the date User was granted a Permit for the applicable Location or did the work at such Location (even if User did not first obtain a Permit), including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the City Manager designee.

Sec. 130-39 User's Responsibility.

User shall be responsible and liable for the acts and omissions of User's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-User's and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole and related ground equipment, as if such acts or omissions were User's acts or omissions."

Sec. 130-40 Reservation of Rights.

1. The City reserves the right to install, and permit others to install, utility facilities in the Rights-of-Way. In permitting such work to be done by others, the City shall not be liable to Provider for any damage caused by those persons or entities.

2. The City reserves the right to locate, operate, maintain, and remove City traffic signal poles in the manner that best enables the operation of its traffic signal system and protect public safety.

3. The City reserves the right to locate, operate, maintain, and remove any City pole or structure located within the right-of-way in the manner that best enables the City's operations.

SECTION III: The City Secretary of the City of Weslaco is hereby authorized and directed to cause the language in Chapter 130, the Weslaco Code of Ordinances, as amended by Section 1, hereinabove, to be published in the appropriate location in the said Code of Ordinances.

SECTION IV: This Ordinance shall be and remain in full force and effect from and after its passage by the City Commission, and execution by the Mayor.

SECTION V: If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 3rd day of October, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 17th day of October, 2017.

CITY OF WESLACO

_____

David Suarez,

MAYOR

ATTEST:

_____

Elizabeth M. Walker**, CITY SECRETARY**

APPROVED AS TO FORM:

_____

Juan E. Gonzalez, **CITY ATTORNEY**

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1273
From: Mardoqueo Hinojosa	
Subject: Ordinance 2017-49 amending Ordinance 320, the City Zoning Ordinance, codified as Chapter 150 adding a new Division 10 (“Overlay Design District”) to section 150-3 (“Districts”), and adding section 150-11.1 Design District and authorize the Mayor to execute any related documents. (First reading held October 3, 2017; Staffed by Planning and Code Enforcement Department.)	
Background: Overlay Design District is an amendment to the Zoning Ordinance which incorporates the regulation of cell nodes. Ordinance is being adopted Valley wide in an effort to regulate cell nodes.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
Aida Vega Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval		
Attachments, if any: Ordinance 2017-49		
Responsibilities upon Approval: Staff recommends approval.		

ORDINANCE NO. 2017- 49

AN ORDINANCE AMENDING ORDINANCE NUMBER 320, THE CODE OF ORDINANCES OF THE CITY OF WESLACO CHAPTER 150 ZONING ORDINANCE BY ADDING A NEW DIVISION 10 ("OVERLAY DESIGN DISTRICT") TO SECTION 150-3 ("DISTRICTS"), AND ADDING SECTION 150-11.1 TO CHAPTER 150 ("ZONING") TO CREATE A DESIGN DISTRICT; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY, AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City of Weslaco is committed to maintaining a beautiful, aesthetically pleasing environment that welcomes visitors,

WHEREAS, a clean, well-maintained City promotes economic development and increases property values,

WHEREAS, the City of Weslaco finds that the City is situated in a geographically unique location, and has features attributed to a rich cultural history,

WHEREAS, the City seeks to preserve the cultural history and welcoming aesthetics,

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

SECTION I: The Code of Ordinances, City of Weslaco, Chapter 150 ("Zoning"), Section 150-3 ("Districts") is hereby amended to add new division 10, and is hereby amended by adding a section 150-11.1 ("Design District"), which shall read in full as follows:

SECTION 150-11.1. DESIGN DISTRICT

Sec. 150-11.1. Overlay Design District Established.

(a) An Overlay Design District ("Design District") is hereby established within the City

of Weslaco encompassing all land within the territorial limits of the City of Weslaco, Hidalgo County, Texas.

(b) The overlay district established in this Division supersedes, modifies and/or supplements any conflicting requirements and limitations of Section 150.11.1 (Design District) otherwise applicable to any underlying base district. All of the 150.11.1 requirements and limitations of any underlying base district that do not conflict with those of the overlay district shall continue to apply. In the event of any conflict between the overlay district requirements or limitations and those of 150.11.1, the overlay district requirements or limitations shall prevail. However, in the event of any conflict between the overlay design district requirements or limitations and those of Chapter 149 ("Historical Preservation"), the Chapter 149 requirements or limitations shall prevail.

Sec. 138-342. Design Manual Fully Incorporated.

The "Design Manual for the Installation of Network Nodes and Node Support Poles Pursuant to Tex. Loc. Gov. Code Chapter 284" is fully incorporated by reference herein as if fully set forth and applies to the entirety of the Design District.

SECTION II: The City Secretary of the City of Weslaco is hereby authorized and directed to cause the language in Chapter 150, Section 150-3, Division 10, and adding Section 150-11.1 of the Weslaco Code of Ordinances, as amended by Section 1, hereinabove, to be published in the appropriate location in the said Code of Ordinances.

SECTION III: This Ordinance shall be and remain in full force and effect from and after its passage by the Board of Commissioners, and execution by the Mayor.

SECTION IV: If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or

unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 3rd day of October 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 17th day of October 2017.

CITY OF WESLACO

_____
David Suarez,
MAYOR

ATTEST:

_____
Elizabeth M. Walker**, CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, **CITY ATTORNEY**

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1252
From:	
Subject: Ordinance 2017-50 authorizing a negotiated resolution with Texas Gas Service regarding the company's 2017 cost of service adjustment ("COSA") filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; providing for the recovery of the City's reasonable and necessary rate case expenses; adopting a savings clause and other matters as ordained. (First Reading held October 3, 2017; Staffed by Finance Department.)	
Background:	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
Elizabeth Walker Mary Barrera Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Approve.		
Attachments, if any: Public Notice of Statement of Intent Texas Gas Service, TGS Rate Case, TGS settlement agreement, Ordinance 2017-50		
Responsibilities upon Approval:		

PO BOX 31427 • EL PASO TX 79931-0427

Texas Gas Service™
A Division of ONE Gas

912418428-2361849

*******AUTO**SCH 5-DIGIT 78596 *0015444
CITY OF WESLACO
1909 JOE STEPHENS AVE
WESLACO TX 78599-3701

CITY OF WESLACO
SEP 28 2017
CITY SECRETARY'S OFFICE

PUBLIC NOTICE OF STATEMENT OF INTENT OF TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC., TO INCREASE GAS UTILITY RATES WITHIN THE INCORPORATED AREAS OF THE RIO GRANDE VALLEY SERVICE AREA

Nota al cliente:
La compañía Texas Gas Service, por este medio notifica su intención de implementar un aumento a la tarifa de gas que le provee. Para obtener una copia de este aviso en español, por favor llame al número gratuito 1-800-700-2443 o envíe un mensaje de correo electrónico a la dirección ODCInformationCenterWebTeam@onegas.com. Usted puede ver y descargar el aviso en nuestro sitio web, visitando https://www.texasgasservice.com/#/customernotices-rate_notices

On June 15, 2017, Texas Gas Service Company, a division of ONE Gas, Inc. ("TGS" or the "Company"), filed a Statement of Intent to Increase Rates ("Statement of Intent") within the incorporated areas of its Rio Grande Valley Service Area ("RGVSA") under the provisions of Subchapter C of Chapter 104 of the Texas Utilities Code. The Statement of Intent was filed with each regulatory authority having original jurisdiction over the gas utility rates charged by the Company to customers within the incorporated areas of its RGVSA. The proposed change in rates will affect all customers in Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, Laguna Vista, La Joya, La Villa, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa and Weslaco, Texas ("RGV Cities"). The proposed effective date of the requested rate changes is July 20, 2017.

The Company has developed its proposed rates based on the system-wide cost of providing service to the RGVSA, which reflects a revenue deficiency on a system-wide basis of approximately $5.17 million, of which $4.54 million is attributable to the RGV Cities. The proposed rates and tariffs are expected to increase the Company's annual system-wide revenues within the incorporated areas of the RGVSA by approximately $4.54 million, or 14.53 percent including gas cost or 18.35 percent excluding gas cost. Table B below shows the classes and numbers of affected customers on a city-by-city basis. Because the proposed changes in rates within the incorporated areas of the RGVSA will increase the total aggregate revenues of the Company by more than two and one half percent, the proposed rate increase constitutes a "major change" in rates as that term is defined by TEX. UTIL. CODE § 104.101.

Based on the proposed customer rate design, the average monthly bill for current RGVSA incorporated customers will change by the amount and percent shown in Table A below:

8002

Table A

Customer Class and Location	Current Average Monthly Bill Including Cost of Gas	Proposed Average Monthly Bill Including Cost of Gas	Proposed Monthly Dollar Change	Proposed Percentage Change with Gas Cost	Current Average Monthly Bill Excluding Cost of Gas	Proposed Average Monthly Bill Excluding Cost of Gas	Proposed Monthly Dollar Change	Proposed Percentage Change without Gas Cost
Gas Sales Service: (1)								
Residential								
Incorporated	$21.82	$27.53	$5.71	26.2%	$18.78	$24.49	$5.71	30.4%
Environs	$20.88	$27.53	$6.65	31.8%	$17.84	$24.49	$6.65	37.3%
Commercial								
Incorporated	$335.35	$325.60	-$9.75	-2.9%	$226.66	$216.91	-$9.75	-4.3%
Environs	$264.02	$325.60	$61.58	23.3%	$155.33	$216.91	$61.58	39.6%
Commercial - Church								
Incorporated	$46.22	$63.09	$16.87	36.5%	$36.40	$53.27	$16.87	46.3%
Environs	$76.68	$63.09	-$13.59	-17.7%	$66.86	$53.27	-$13.59	-20.3%
Industrial								
Incorporated	$2,567.71	$2,003.77	-$563.94	-22.0%	$1,774.16	$1,210.22	-$563.94	-31.8%
Environs	$1,622.84	$2,003.77	$380.93	23.5%	$829.30	$1,210.22	$380.92	45.9%
Public Authority								
Incorporated	$298.95	$295.14	-$3.81	-1.3%	$208.96	$205.15	-$3.81	-1.8%
Environs	$236.64	$295.14	$58.50	24.7%	$146.65	$205.15	$58.50	39.9%
Transportation Service: (2)								
Transportation - Commercial								
Current T-1 - Incorporated	$4,759.87	$4,665.20	-$94.67	-2.0%	$2,520.62	$2,425.95	-$94.67	-3.8%
Current T-1 - Environs	$3,046.28	$3,804.24	$757.96	24.9%	$1,411.03	$2,168.98	$757.95	53.7%
Current T-2 - Incorporated	$6,635.46	$8,297.87	$1,662.41	25.1%	$1,792.72	$3,455.14	$1,662.42	92.7%
Transportation - Industrial								
Current T-1 - Incorporated	$4,188.69	$4,261.72	$73.03	1.7%	$2,225.56	$2,298.59	$73.03	3.3%
Current T-1 - Environs	$3,401.35	$4,115.63	$714.28	21.0%	$1,542.20	$2,256.49	$714.29	46.3%
Current T-2 - Incorporated	$13,313.04	$15,433.10	$2,120.06	15.9%	$3,343.55	$5,463.60	$2,120.05	63.4%
Current T-2 - Environs	$6,342.71	$9,385.34	$3,042.63	48.0%	$706.84	$3,749.47	$3,042.63	430.5%
Transportation - Public Authority								
Current T-1 - Incorporated	$4,147.75	$4,233.11	$85.36	2.1%	$2,204.42	$2,289.77	$85.35	3.9%
Current T-1 - Environs	$3,377.65	$4,094.78	$717.13	21.2%	$1,533.45	$2,250.58	$717.13	46.8%
Current T-2 - Incorporated	$4,454.68	$5,644.25	$1,189.57	26.7%	$1,500.00	$2,689.57	$1,189.57	79.3%

(1) The test year cost of gas in the service area is included in the sales service bill calculations. Bills under current and recommended rates do not include revenue-related taxes and are based on the following average usage.

	Year-Round	January
Residential	13	21
Commercial	465	562
Commercial - Church	42	52
Industrial	3,395	3,291
Public Authority	385	484

(2) Transportation customers secure their own gas. While the Company has no way of knowing the customer's cost of gas, these bill comparisons assume that customers obtain their gas at a cost that is five percent less than the Company's gas cost. These transportation bill comparisons are only illustrations of the level of total bills and the percentage changes in those bills. Bills are based on the following average usage levels:

	Current T-1		Current T-2	
	Year-Round	January	Year-Round	January
Transportation				
Commercial - Inc.	10,084	12,173	21,809	25,639
Commercial - Env.	7,364	10,099	-	-
Industrial - Inc.	8,841	7,854	44,897	58,868
Industrial - Env.	8,373	10,346	25,381	20,353
Public Authority - Inc.	8,752	10,688	13,306	19,634
Public Authority - Env.	8,305	11,649	-	-

(Environs amounts are shown for reference. The Company is not proposing changes in RGVSA Environs rates through this Statement of Intent filing.)

The customer counts by class are show in in Table B below:

Table B

Location	Residential	Commercial and Church	Industrial	Public Authority	Transportation	Grand Total
Rio Grande Valley Incorporated [a]	58,662	3,563	44	496	60	62,825
Rio Grande Valley Unincorporated [b]	3,540	215	3	30	3	3,791
Total	62,202	3,778	47	526	63	66,616

a Rio Grande Valley Incorporated includes: Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas

b Rio Grande Valley Unincorporated includes: the unincorporated cities of Bayview, Laguna Heights, Monte Alto, Olmito, and San Carlos and the unincorporated areas of Jim Hogg and Starr counties, Texas

(Environs customer counts are shown for reference. The Company is not proposing changes in RGVSA Environs rates through this Statement of Intent filing.)

The proposed rates for each of the rate classes in the incorporated areas of the RGVSA are shown in Table C below:

4002

Table C

Customer Class		Existing RGVSA Rates		RGVSA Proposed Rates
		RGVSA Incorporated Rates [a]	RGVSA Environs Rates [b]	
Residential				
Customer Charge		$11.25	$15.52	$20.00
Volumetric	All Usage	0.57904	0.17840	0.34574
Commercial				
Customer Charge - Sales		$31.25	$71.82	$70.00
Volumetric	All Usage	0.42023	0.17960	0.31593
Customer Charge - Transportation				$400.00
Volumetric	First 5,000			0.31593
	All Over			0.08778
Commercial - Church				
Customer Charge		$18.75	$59.32	$40.00
Volumetric	All Usage	0.42023	0.17960	0.31593
Industrial				
Customer Charge - Sales		$66.85	$269.80	$150.00
Volumetric	All Usage	0.50289	0.16480	0.31229
Customer Charge - Transportation				$400.00
Volumetric	First 5,000			0.31229
	All Over			0.08778
Public Authority				
Customer Charge - Sales		$35.71	$74.69	$85.00
Volumetric	All Usage	0.44999	0.18690	0.31209
Customer Charge - Transportation				$400.00
Volumetric	First 5,000			0.31209
	All Over			0.08778
T-1				
Customer Charge - Sales		$127.82	$452.94	Withdrawn
Volumetric	All Usage	0.23728	0.13010	Withdrawn
T-2				
Customer Charge - Sales		$327.82	$706.84	Withdrawn
Volumetric	All Usage	0.06717	0.05480	Withdrawn

a Rio Grande Valley Incorporated includes: Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

b Rio Grande Valley Environs includes: the unincorporated cities of Bayview, Laguna Heights, Monte Alto, Olmito, and San Carlos and the unincorporated areas of Jim Hogg and Starr counties, Texas

(Environs amounts are shown for reference. The Company is not proposing changes in RGVSA Environs rates through this Statement of Intent filing.)

In addition to new rates in the RGVSA incorporated areas, the Company is also seeking a prudency determination regarding capital investment made within the RGVSA incorporated areas from January 1, 2016 through December 31, 2016. In addition, the Company proposes certain revisions to its incorporated rate schedules and tariffs. TGS proposes rates for the following classes of general sales customers in the incorporated areas of the RGVSA consistent with the RGVSA revenue requirement provided in the Rate Filing Package: Rate Schedule 10 for residential gas sales service; Rate Schedule 20 for commercial gas sales service; Rate Schedule 30 for industrial gas sales service; and Rate Schedule 40 for public authority gas sales service. Revisions were made to provide clarification in the "Applicability" section; added the names of the RGV Cities to the "Territory" section; and added

references to Rate Schedules PIT and RCE. TGS proposes revisions to Rate Schedule T-1 to broaden the "Applicability" section; added the names of the RGV Cities to the "Availability" section; added an "Additional Charges" section reflecting the recovery of applicable taxes, franchise fees, demand fees, and Rate Schedules PIT and RCE; and added a "Subject To" section referencing the applicability of Rate Schedule T-TERMS, General Terms and Conditions for Transportation, curtailment provisions and applicable laws, orders and rules. The Company also proposes to withdraw Rate Schedules T-2 and T-GEN. TGS proposes to replace Rate Schedule T-GEN with Rate Schedule T-TERMS, which contains the general terms and conditions for transportation service. Proposed Rate Schedule 1-INC is based on the current cost of gas clause in the RGVSA incorporated areas with revisions made to add the names of the RGV Cities to the "Applicability" section; add renewable natural gas to the definition of "Cost of Gas"; add a "Surcharge or Refund Procedures" section which codifies the current practice of including applicable suppliers' surcharges or refunds in the cost of gas calculation; and remove the "Sales of Excess Gas Supply" section because the Company no longer makes such sales in the RGVSA. The Company developed proposed Rules of Service based on the existing RGVSA incorporated Rules of Service, which were last updated in 2009. The proposed changes provide clarity regarding the Company's current policies and procedures and are consistent with the rules in effect in many of the Company's other service areas. TGS proposes additions to §1.3 of definitions of transportation service terminology; elimination of §4.4, transportation across state lines; elimination of §14, because these provisions are contained in the Company's curtailment plan on file with the Commission; revisions to §4.8, which provides clarity to the customers as to who is legally responsible for the customers' piping and appliances; addition of §15.5 through §15.9, which clarify customer and Company rights and obligations relating to service work and which allow the Company to safety, effectively and efficiently conduct service work in the RGVSA; revision to §8, to clarify the rights and obligations of the customer and the Company; revisions to §21, to establish greater consistency for service fees and deposits among the Company's service areas; and addition to §21, to include a fee for customer-requested installation of an excess flow valve. The Company proposes Rate Schedule WNA, which provides a mechanism whereby customer bills are adjusted up or down each billing cycle to reflect differences in actual weather compared to normal weather, as defined in the rate case. The Company is proposing Rate Schedule RCE to enable the Company and RGV Cities to recover all rate case expenses associated with this proceeding that are determined to be reasonable. The Company proposes to rename the existing Rate Schedule CAC to Rate Schedule EEP, to reflect a more current terminology to describe the program, the Energy Efficiency Program, and to rename Rate Schedule 1C to Rate Schedule 1EE. The Company proposes continuation of the existing program with no other changes to the rate schedules. The Company proposes to recover costs incurred to comply with the Commission's Pipeline Integrity Assessment and Management Plan Rule, Rule 8.101, and other future Commission rules related to integrity management plans through Rate Schedule PIT. The company proposes that Rate Schedule PIT recover pipeline integrity testing costs incurred in a given calendar year though a volumetric rate to be applied to customer bills.

The Company is also seeking approval of new depreciation rates for the Company's plant located in the RGVSA, as well as for common facilities shared among all TGS service areas.

A complete copy of the Company's Statement of Intent is available for inspection in its business office located at 5602 E. Grimes Rd., Harlingen, Texas 78550, or on the internet at the Company's website at: https://www.texasgasservice.com/#/customernotices-rate_notices. Persons with specific questions or desiring additional information about this filing may contact the Company at 1-800-700-2443.

C002

Nota al cliente:
La compañía Texas Gas Service, por este medio notifica su intención de implementar un aumento a la tarifa de gas que le provee. Para obtener una copia de este aviso en español, por favor llame al número gratuito 1-800-700-2443 o envíe un mensaje de correo electrónico a la dirección ODCInformationCenterWebTeam@onegas.com. Usted puede ver y descargar el aviso en nuestro sitio web, visitando https://www.texasgasservice.com/#/customernotices-rate_notices

TEXAS GAS SERVICE COMPANY

NOTIFICACIÓN PÚBLICA SOBRE LA DECLARACIÓN DE INTENCIÓN DE LA COMPAÑÍA TEXAS GAS SERVICE COMPANY, UNA DIVISIÓN DE ONE GAS, INC., PARA AUMENTAR LAS TARIFAS DEL SERVICIO DE GAS DENTRO DE LAS ÁREAS INCORPORADAS DEL ÁREA DE SERVICIO DEL VALLE DEL RÍO GRANDE

La compañía Texas Gas Service Company, una división de ONE Gas, Inc. (de aquí en adelante, "TGS", por sus siglas en inglés, o la "Compañía"), presentó el 15 de junio del 2017, una Declaración de Intención para Aumentar las Tarifas (de aquí en adelante, "Declaración de Intención") del servicio de gas dentro de las áreas incorporadas del Área de Servicio del Valle del Río Grande (de aquí en adelante, "RGVSA", por sus siglas en inglés), bajo las provisiones del Subcapítulo C del Capítulo 104 del Código de Servicios Públicos de Texas. La Declaración de Intención se presentó ante las autoridades regulatorias pertinentes que tenían la jurisdicción original sobre las tarifas del servicio de gas cobradas por la Compañía a los clientes dentro de las áreas incorporadas del RGVSA. El cambio de tarifas propuesto afectará a todos los clientes de las ciudades del Valle del Río Grande, Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, Laguna Vista, La Joya, La Villa, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa y Weslaco, Texas (de aquí en adelante, las "Ciudades del RGV"). La fecha propuesta para la entrada en vigor de los cambios solicitados es el 20 de julio del 2017.

La Compañía ha desarrollado las tarifas propuestas basándose en el costo de todo el sistema para proveer servicio al RGVSA, el cual refleja una deficiencia en ingresos de todo el sistema de aproximadamente $5.17 millones, de los cuales $4.54 millones son atribuibles a la Ciudades del RGV. Las tarifas propuestas se espera que aumenten los ingresos anuales de todo el sistema de la Compañía dentro de las áreas incorporadas del RGVSA en aproximadamente $4.54 millones, o 14.53 por ciento incluyendo el costo del gas, o 18.35 por ciento excluyendo el costo del gas. La Tabla B a continuación demuestra las clases y cantidades de clientes afectados por Ciudad. Debido a que los cambios en las tarifas propuestos dentro de las áreas incorporadas del RGVSA aumentarán los ingresos agregados totales de la Compañía por más de dos y medio por ciento, el aumento en tarifa propuesto se considera un "cambio mayor" en las tarifas, según la definición propuesta en el inciso 104.101 del Código de Servicios Públicos de Texas.

Basado en el diseño de tarifa propuesta para los clientes, la factura mensual promedio para los clientes actuales de las áreas incorporadas del RGVSA cambiará por la cantidad y porcentaje que se puede ver a continuación en la Tabla A:

2002

Tabla A

Clase de Tarifa y Ubicación	Factura Mensual Promedio Actual incluyendo costo del gas	Factura Mensual Promedio Propuesta incluyendo costo del gas	Cargo Mensual Propuesto en dólares	Porcentaje de Cambio Propuesto incluyendo costo del gas	Factura Mensual Promedio Actual excluyendo costo del gas	Factura Mensual Promedio Propuesta excluyendo costo del gas	Cargo Mensual Propuesto en dólares	Porcentaje de Cambio Propuesto excluyendo costo del gas
Servicio de Venta de Gas: (1)								
Residencial								
Incorporado	$21.82	$27.53	$5.71	26.2%	$18.78	$24.49	$5.71	30.4%
Periferia	$20.88	$27.53	$6.65	31.8%	$17.84	$24.49	$6.65	37.3%
Comercial								
Incorporado	$335.35	$325.60	-$9.75	-2.9%	$226.66	$216.91	-$9.75	-4.3%
Periferia	$264.02	$325.60	$61.58	23.3%	$155.33	$216.91	$61.58	39.6%
Comercial - Eclesiástico								
Incorporado	$46.22	$63.09	$16.87	36.5%	$36.40	$53.27	$16.87	46.3%
Periferia	$76.68	$63.09	-$13.59	-17.7%	$66.86	$53.27	-$13.59	-20.3%
Industrial								
Incorporado	$2,567.71	$2,003.77	-$563.94	-22.0%	$1,774.16	$1,210.22	-$563.94	-31.8%
Periferia	$1,622.84	$2,003.77	$380.93	23.5%	$829.30	$1,210.22	$380.92	45.9%
Autoridad Pública								
Incorporado	$298.95	$295.14	-$3.81	-1.3%	$208.96	$205.15	-$3.81	-1.8%
Periferia	$236.64	$295.14	$58.50	24.7%	$146.65	$205.15	$58.50	39.9%
Servicio de Transporte: (2)								
Transporte - Comercial								
Actual T-1 Incorporado	$4,759.87	$4,665.20	-$94.67	-2.0%	$2,520.62	$2,425.95	-$94.67	-3.8%
Actual T-1 Periferia	$3,046.28	$3,804.24	$757.96	24.9%	$1,411.03	$2,168.98	$757.95	53.7%
Actual T-2 Incorporado	$6,635.46	$8,297.87	$1,662.41	25.1%	$1,792.72	$3,455.14	$1,662.42	92.7%
Transporte – Industrial								
Actual T-1 Incorporado	$4,188.69	$4,261.72	$73.03	1.7%	$2,225.56	$2,298.59	$73.03	3.3%
Actual T-1 Periferia	$3,401.35	$4,115.63	$714.28	21.0%	$1,542.20	$2,256.49	$714.29	46.3%
Actual T-2 Incorporado	$13,313.04	$15,433.10	$2,120.06	15.9%	$3,343.55	$5,463.60	$2,120.05	63.4%
Actual T-2 Periferia	$6,342.71	$9,385.34	$3,042.63	48.0%	$706.84	$3,749.47	$3,042.63	430.5%
Transporte – Autoridad Pública								
Actual T-1 Incorporado	$4,147.75	$4,233.11	$85.36	2.1%	$2,204.42	$2,289.77	$85.35	3.9%
Actual T-1 Periferia	$3,377.65	$4,094.78	$717.13	21.2%	$1,533.45	$2,250.58	$717.13	46.8%
Actual T-2 Incorporado	$4,454.68	$5,644.25	$1,189.57	26.7%	$1,500.00	$2,689.57	$1,189.57	79.3%

(1) El costo del gas en el año de prueba para cada área de servicio se incluye en los cálculos de las facturas actuales. Las facturas bajo las tarifas actuales y propuestas no incluyen impuestos relacionados con los ingresos. Las facturas están basadas en los siguientes niveles de consumo promedio:

	Año Entero	Enero
Residencial	13	21
Comercial	465	562
Comercial – Eclesiástico	42	52
Industrial	3,395	3,291
Autoridad Pública	385	484

(2) Los clientes del transporte adquieren ellos mismos su propio gas. Por lo tanto, la Compañía no conoce el costo del gas de estos clientes, y las comparaciones de facturas asumen que los clientes obtienen el gas a un costo que es cinco por ciento menor que el costo del gas de la Compañía. Estas comparaciones de facturas de transporte únicamente muestran el nivel de las facturas totales y el porcentaje de cambio en esas facturas. Las facturas están basadas en los siguientes niveles de consumo promedio:

	Actual T-1		Actual T-2	
	Año Entero	Enero	Año Entero	Enero
Transporte				
Comercial - Incorporado	10,084	12,173	21,809	25,639
Comercial - Periferia	7,364	10,099	-	-
Industrial - Incorporado	8,841	7,854	44,897	58,868
Industrial - Periferia	8,373	10,346	25,381	20,353
Autoridad Pública - Incorporado	8,752	10,688	13,306	19,634

Autoridad Pública - Periferia	8,305	11,649	-	-

(Las cantidades de las periferias se muestran solamente a manera de referencia. La Compañía no propuso cambios en las tarifas de las periferias del RGVSA a través de la Declaración de Intención que se presentó).

La cantidad de clientes por clase se puede ver a continuación en la Tabla B:

Tabla B

Ubicación	Residencial	Comercial y Eclesiástico	Industrial	Autoridad Pública	Transporte	Gran Total
Valle del Río Grande Incorporado [a]	58,662	3,563	44	496	60	62,825
Valle del Río Grande No Incorporado [b]	3,540	215	3	30	3	3,791
Total	62,202	3,778	47	526	63	66,616

a Valle del Río Grande Incorporado incluye: Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, y Weslaco, Texas

b Valle del Río Grande No Incorporado incluye: las ciudades no incorporadas de Bayview, Laguna Heights, Monte Alto, Olmito, y San Carlos, y las áreas no incorporadas de los condados de Jim Hogg y Starr, Texas

(Las cantidades de clientes de las periferias se muestran solamente a manera de referencia. La Compañía no propuso cambios en las tarifas de las periferias del RGVSA a través de la Declaración de Intención que se presentó).

Las tarifas propuestas para cada tipo de clase de tarifa en las áreas incorporadas del RGVSA se pueden ver a continuación en la Tabla C:

Tabla C

Tipo de Cliente		Tarifas RGVSA Actuales		Tarifas RGVSA Propuestas
		Tarifas RGVSA Incorporado [a]	Tarifas RGVSA Periferia [b]	
Residencial				
Cargo al Cliente		$11.25	$15.52	$20.00
Volumétrico	Todo Uso	0.57904	0.17840	0.34574
Comercial				
Cargo al Cliente - Ventas		$31.25	$71.82	$70.00
Volumétrico	Todo Uso	0.42023	0.17960	0.31593
Cargo al Cliente - Transporte				$400.00
Volumétrico	Primeros 5,000			0.31593
	Más de			0.08778
Comercial - Eclesiástico				
Cargo al Cliente		$18.75	$59.32	$40.00
Volumétrico	Todo Uso	0.42023	0.17960	0.31593
Industrial				
Cargo al Cliente - Ventas		$66.85	$269.80	$150.00
Volumétrico	Todo Uso	0.50289	0.16480	0.31229
Cargo al Cliente - Transporte				$400.00
Volumétrico	Primeros 5,000			0.31229
	Más de 5,000			0.08778
Autoridad Pública				
Cargo al Cliente - Ventas		$35.71	$74.69	$85.00
Volumétrico	Todo Uso	0.44999	0.18690	0.31209
Cargo al Cliente - Transporte				$400.00
Volumétrico	Primeros 5,000			0.31209
	Más de 5,000			0.08778
T-1				
Cargo al Cliente - Ventas		$127.82	$452.94	Retirada
Volumétrico	Todo Uso	0.23728	0.13010	Retirada
T-2				

A002

Cargo al Cliente - Ventas		$327.82	$706.84	Retirada
Volumétrico	Todo Uso	0.06717	0.05480	Retirada

a Valle del Río Grande Incorporado incluye: Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, y Weslaco, Texas

b Valle del Río Grande No Incorporado incluye: las ciudades no incorporadas de Bayview, Laguna Heights, Monte Alto, Olmito, y San Carlos, y las áreas no incorporadas de los condados de Jim Hogg y Starr, Texas

(Las cantidades de clientes de las periferias se muestran solamente a manera de referencia. La Compañía no propuso cambios en las tarifas de las periferias del RGVSA a través de la Declaración de Intención que se presentó).

Además de las nuevas tarifas para las áreas incorporadas del RGVSA, la Compañía también solicita una determinación de prudencia sobre la inversión de capital realizada dentro de las áreas incorporadas del RGVSA del 1^{ero} de enero del 2016 al 31 de diciembre del 2016. Asimismo, la Compañía también propone que se hagan ciertas revisiones a las clases de tarifas y a las tarifas, en sí. TGS propone tarifas para las siguientes clases de clientes de ventas generales en las áreas incorporadas del RGVSA, de conformidad con el requerimiento de ingresos descrito en el Paquete de Tarifas presentado: Clase de Tarifa 10 para servicio residencial de venta de gas; Clase de Tarifa 20 para servicio comercial de venta de gas; Clase de Tarifa 30 para servicio industrial de venta de gas; y Clase de Tarifa 40 para servicio de la autoridad pública de venta de gas. Las revisiones se llevaron a cabo para aclarar la sección "Aplicabilidad"; se agregaron los nombres de las Ciudades del RGV a la sección de "Territorio"; y se agregaron referencias a las Clases de Tarifas PIT y RCE. TGS propone revisiones a la Clase de Tarifa T-1 para ampliar la sección de "Aplicabilidad"; se agregaron los nombres de las Ciudades del RGV a la sección de "Disponibilidad"; se agregó una sección de "Cargos Adicionales" para que refleje la recuperación de los impuestos aplicables, las cuotas de franquicia, los cargos por demandas, y las Clases de Tarifas PIT y RCE; y se agregaron a la sección de "Sujeto A", en relación con la aplicabilidad de la Clase de Tarifa T-TERMS, los Términos y Condiciones Generales para Transporte, las disposiciones relativas a restricciones, y las leyes, órdenes y reglas aplicables. La Compañía propone retirar las Clases de Tarifas T-2 y T-GEN. TGS propone reemplazar la Clase de Tarifa T-GEN con la Clase de Tarifa T-TERMS, la cual contiene los términos y condiciones generales para el servicio de transporte. La Clase de Tarifa 1-INC propuesta está basada en la cláusula del costo actual de gas en las áreas incorporadas del RGVSA, con las revisiones llevadas a cabo para agregar los nombres de las Ciudades del RGV a la sección de "Aplicabilidad"; la adición de gas natural renovable a la definición de "Costo de Gas"; la adición de una sección de "Procedimientos de Recargo o Reembolso" que codifique la práctica actual de incluir recargos o reembolsos aplicables en el cálculo del costo del gas; y la eliminación de la sección de "Venta de Excesos de Suministro de Gas" debido a que la Compañía ya no realiza ese tipo de ventas en el RGVSA. La Compañía desarrolló una propuesta de Reglas de Servicio basadas en las Reglas de Servicio del RGVSA incorporado existentes, las cuales fueron actualizadas por última vez en el 2009. Los cambios propuestos brindan claridad en relación con las políticas y procedimientos actuales de la Compañía, y son consistentes con las reglas en vigor en muchas de las otras áreas de servicio de la Compañía. TGS propone agregar al inciso 1.3 definiciones de la terminología del servicio de transporte; eliminar del inciso 4.4 el transporte a través de las fronteras estatales, debido a que estas disposiciones están incluidas en el plan de restricciones presentado ante la Comisión; las revisiones al inciso 4.8, las cuales brindan claridad a los clientes en relación con la personas legalmente responsables de las tuberías y aparatos de los clientes; la adición de los incisos 15.5 al 15.9, los cuales brindan claridad a los derechos y obligaciones del cliente y de la Compañía relacionados con el trabajo del servicio, el cual le permite a la Compañía llevar a cabo el trabajo del servicio en el RGVSA con seguridad, eficiencia y efectividad; la revisión del inciso 8, para aclarar los derechos y obligaciones del cliente y de la Compañía; la revisión del inciso 21, para establecer una mayor consistencia en los cargos por servicios y depósitos entre las áreas de servicio de la Compañía; y agregar al inciso 21, para incluir un cargo por la solicitud de un cliente de instalar una válvula limitadora de caudal. La Compañía propone la Clase de Tarifa WNA, la cual proporciona un mecanismo por el cual las facturas mensuales de los clientes se ajustan para arriba o para abajo cada ciclo de facturación para reflejar las diferencias en las condiciones meteorológicas reales comparado con las condiciones meteorológicas normales, según se definen en el caso de tarifa. La Compañía propone la Clase de Tarifa RCE para permitirle a la Compañía y a las Ciudades del RGV recuperar todos los gastos del caso de tarifa relacionados con este trámite que se consideren razonables. La Compañía propone cambiar el nombre de la Clase de Tarifa CAC a Clase de Tarifa EEP, para reflejar una mejor terminología actual para describir el Programa de Energía Eficiente, y la Clase de Tarifa 1C a Clase de Tarifa 1EE. La Compañía propone la

continuación del programa existente sin ningún otro cambio en la Clase de Tarifas. La Compañía propone recuperar los costos incurridos en el cumplimiento de la Regla del Plan de Evaluación y Administración de la Integridad de las Tuberías de la Comisión, Regla 8.101, y otras futuras reglas de la Comisión relacionadas con planes de administración de integridad, a través de la Clase de Tarifa PIT. La Compañía propone que la Clase de Tarifa PIT recupere los costos por la evaluación de la integridad de las tuberías incurridos por la Compañía en un año calendario, a través de una tarifa volumétrica que será aplicada a las facturas de los clientes.

La Compañía también está buscando la aprobación de nuevas tarifas de depreciación para la planta de la Compañía localizada en el RGVSA, al igual que para instalaciones comunes compartidas entre todas las áreas de servicio de TGS.

Si desea revisar la Declaración de Intención de la Compañía, puede encontrar una copia completa en las oficinas corporativas ubicadas en 5602 E. Grimes Rd., Harlingen, Texas 78550, o visitando la página de internet de la Compañía: https://www.texasgasservice.com/#/customernotices-rate_notices. Cualquier persona que tenga una pregunta específica o que desee obtener información adicional acerca de este asunto, puede contactar a la Compañía al teléfono 1-800-700-2443.

TEXAS GAS SERVICE COMPANY

6022

Lloyd Gosselink
ATTORNEYS AT LAW

816 Congress Avenue, Suite 1900
Austin, Texas 78701
512.322.5800 p
512.472.0532 f
lglawfirm.com

MEMORANDUM

TO: Rio Grande Valley Municipalities
FROM: Thomas L. Brocato
Jamie L. Mauldin
DATE: September 29, 2017
RE: Texas Gas Service Company Rate Case

CONFIDENTIAL/ATTORNEY-CLIENT COMMUNICATION

The purpose of this memorandum is to provide you with a summary of the settlement agreement reached with Texas Gas Service Company ("TGS" and/or "Company") in the TGS rate case and to provide you with documents that your city may use to adopt the settlement.

Background

On June 15, 2017, Texas Gas Service, a Division of ONE Gas, Inc. ("TGS" or "Company"), filed a Statement of Intent seeking to increase gas utility rates within the incorporated areas of the Rio Grande Valley Service Area ("RGVSA"). In the filing, the Company asserts it is entitled to a $5.17 million increase in its annual base rate revenues on a total system basis. The proposed increase is $4.54 million revenue increase for the cities in the RGVSA. This request corresponds to a 15.26% increase in total revenues including gas costs or a 19.36% increase excluding gas costs.

The Cities of Alamo, Alton, Brownsville, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Pharr, Port Isabel, Rancho Viejo, San Benito, and Weslaco, Texas ("Rio Grande Valley Municipalities" or "Cities") each suspended the Company's implementation of its rate request from July 20, 2017 until October 18, 2017.

The Cities hired a consultant, Mr. Karl Nalepa, to review the Company's filing. The consultant reviewed the filing, and identified several adjustments to be made to TGS's requested increase. The Cities engaged in significant discovery regarding the issues in this dispute and prepared a report supporting their recommended adjustments. The parties engaged in settlement negotiations and reached this settled outcome.

Settlement Agreement

After numerous settlement discussions, the parties were able to negotiate a full settlement of the docket that reduced the Company's request from $5.17 million to $4.1 million. We believe this agreement is a fair and reasonable resolution of the docket and is a more favorable outcome than Cities would have received if the matter had been filed at the Railroad Commission and gone to hearing. In addition, the parties agreed that resolution of this filing by settlement agreement would significantly reduce the amount of reimbursable rate case expenses associated with this matter, avoid future litigation expenses, and provide certainty regarding system-wide rates.

The parties agree that the $4.1 million revenue increase is a "black box" figure and is not tied to any specific expense in TGS's underlying cost of service. The tariffs agreed to as part of the settlement replace and supersede those tariffs currently in effect in the RGVSA and are to be collected on a system-wide basis.

$4.1 million revenue increase represents a 15.9% increase over test year base rate revenue, down from the Company's requested 19.36% increase. The agreed-to increase also reflects a residential customer charge of $15.52, down from the Company's requested $20.00. The $15.52 is an increase from the $11.25 current charge. The parties also agreed to an increase for the public authority customer charge. The current charge is $35.71 and will increase to $45. Other bill impacts are reflected in the attached spreadsheet. Parties also agree to implement the Pipeline Integrity Testing Rider, which include provisions requiring TGS to file its annual reconciliation report on or before February 1 and allows for a 60-day review period.

Further City Action Required

Under the law, cities with original jurisdiction over gas utility rates have until October 18 to take final action on the settlement. However, under the settlement agreement, the Company has extended the effective date until October 27. Therefore, RGV Cities should make every effort to present their cities with this Settlement Agreement at city council meetings during September and October 2017 to allow for implementation of final, new rates for meters read on or after October 27, 2017.

In order to assist you, we are providing you with a copy of the Unanimous Settlement Agreement, an Ordinance Setting Rates and Establishing Tariffs for the Provision of Natural Gas Service by TGS, bill impacts, and a staff report. We are also available during your council meetings to answer any questions that may arise. In the meantime, please feel free to contact us if you have questions or concerns.

749/12/7192093

TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC., STATEMENT OF INTENT TO INCREASE GAS UTILITY RATES WITHIN THE INCORPORATED AREAS OF THE RIO GRANDE VALLEY SERVICE AREA

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is entered into by and between Texas Gas Service Company, a division of ONE Gas, Inc. ("TGS" or the "Company") and the incorporated areas of the Rio Grande Valley Service Area ("RGVSA"), which includes the cities of Alamo, Alton, Brownsville, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Pharr, Port Isabel, Rancho Viejo, San Benito, and Weslaco, Texas ("RGV Cities"), (collectively, the "Signatories").

WHEREAS, on June 15, 2017, TGS filed a Statement of Intent to Increase Rates with each of the cities in the RGVSA retaining original jurisdiction, which are Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, Laguna Vista, La Joya, La Villa, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas;

WHEREAS, the Signatories agree that resolution of this docket by settlement agreement will significantly reduce the amount of reimbursable rate case expenses that would, if further litigation is pursued, be allocated to customers within the incorporated areas of the cities in the RGVSA;

WHEREAS, the Signatories represent diverse interests and the Settlement Agreement resolves all issues in this proceeding in a manner that the Signatories agree is consistent with the public interest; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants established herein, the Signatories, through their undersigned representatives, agree to and recommend for approval by the RGV Cities the following Settlement Terms as a means of fully resolving the June 15, 2017 Statement of Intent filed by TGS without the need for additional litigation:

Settlement Terms

1. The Signatories agree to the rates, terms and conditions reflected in the tariffs and rate schedules attached to this Settlement Agreement as Exhibit A. The tariffs attached as Exhibit A replace and supersede the tariffs currently in effect in the incorporated areas of the RGVSA. These tariffs represent an increase of an additional $4.1 million in annual revenues, composed of a Pipeline Integrity Testing Rider which will recover an average of $1,847,921 annually, $54,900 to be recovered via the rate case expense surcharge, and a base rate increase of $2,197,179 as illustrated in the proof of revenues attached as part of Exhibit B to this Settlement Agreement. Except as specifically provided herein, the Signatories agree that the $4.1 million revenue increase is a "black box" figure and is not tied to any specific expense or methodology in the underlying cost of service in the

RGVSA. The Signatories further agree that the rates, terms and conditions reflected in Exhibit A to this Settlement Agreement comply with the rate-setting requirements of Chapter 104 of the Texas Utilities Code. The gas rates, terms and conditions established by this Settlement Agreement shall, subject to approval of the RGV Cities, be effective for the incorporated areas of the RGVSA for meters read on or after October 18, 2017. Should the RGV Cities not approve this Settlement Agreement in time for TGS to implement rates for meters read on or after October 18, 2017, the RGV Cities and TGS agree that on October 18, 2017, TGS's rates as agreed herein, will be established as temporary rates for service on and after that date until such time as the RGV Cities take final action to approve this Settlement Agreement no later than October 27, 2017.

2. The Signatories agree to the following customer charges and volumetric rates. These rates are reflected in the rate schedules attached as Exhibit A.

	Customer Charge	Commodity Charge
Residential	$15.52	$0.44453
Commercial	$70.00	$0.31593
Commercial – Church	$40.00	$0.31593
Public Authority	$45.00	$0.40819
Public Authority Transportation	$400.00	First 5,000 $0.40819 Over 5,000 $0.04346
Industrial	$150.00	$0.31229
Industrial Transportation	$400.00	First 5,000 $0.31229 Over 5,000 $0.04346
Commercial Transportation	$400.00	First 5,000 $0.31593 Over 5,000 $0.04346

3. The Signatories agree that the depreciation rates for distribution and general plant in the RGVSA, as well as TGS Division plant and corporate plant depreciation rates, as shown on Exhibit C, are reasonable.

4. The Signatories agree that the Company's capital investment booked to plant through December 31, 2016 is prudent except for the misclassified truck net investment of $121,760.

5. TGS's Excess Flow Valve Installation Fee is approved consistent with TGS's request in this case.

6. TGS's Cost of Gas clause is approved consistent with TGS's request in this case.

7. TGS's Energy Efficiency Program reflected in Rate Schedule EEP and Rate Schedule 1EE is approved consistent with TGS's request in this case.

8. TGS agrees to changes the RGV Cities proposed to the Company's Weather Normalization Adjustment Clause, as reflected in the attached tariff.

9. TGS agrees to changes the RGV Cities proposed to the Company's Pipeline Integrity Testing Rider, as reflected in the attached tariff, including provisions that require TGS to file its annual reconciliation report on or before February 1 and allows for a 60-day review period.

10. The Signatories agree to the following actual capital structure and weighted cost of capital, including the pre-tax return, as shown below:

	Capital Structure	Debt/Equity Cost	Weighted Cost of Capital	Pre-Tax Return
Long-Term Debt	38.71%	3.940%	1.53%	1.53%
Common Equity	61.29%	9.50%	5.82%	8.96%
Rate of Return	100.000%		**7.35%**	**10.49%**

11. The Signatories agree that any Interim Rate Adjustment filing in the incorporated areas of the RGVSA pursuant to Texas Utilities Code § 104.301 shall use the following factors until changed by a subsequent general rate proceeding:

- The capital structure and related components shall be as shown above in Item 10.
- For the initial filing, the depreciation rate for each account shall be as shown on Exhibit C.
- For the initial filing, the net plant in service shall be $112,368,795 as shown on Exhibit D.
- For the initial filing, the customer charges as noted in Item 2 above will be the starting rates to apply to any IRA adjustment; and
- The base rate revenue allocation factors to spread any change in IRA increase/decrease to the appropriate customer classes are as follows:

Customer Class	Allocation
Residential	55.71%
Commercial	33.42%
Public Authority	4.68%
Industrial	6.19%
Total Allocation	100.000%

12. The Signatories agree that the Company's proposed class revenue allocation identified as "Revenue Allocation Three" on Exhibit FJC-2, which is contained in the Direct Testimony of TGS witness F. Jay Cummings, is reasonable and should be approved.

13. To give effect to Texas Utilities Code § 104.059, the Signatories agree that the base year level of pension-related and other post-employment benefits expenses shall be as follows:

Description	Total
Pension	$664,185
OPEB	$19,365
Grand Total	$683,550

14. The Signatories agree that TGS may recover $54,900 in requested regulatory expenses through the rate case expense surcharge addressed in Item 16.

15. TGS and the RGV Cities represent that their reasonable rate case expenses incurred through August 31, 2017, and estimated rate case expenses incurred through completion of this case, are as follows:

	Actual Invoices Received	Invoices Due and Est. to Completion	Total
TGS Rate Case Expenses	$250,854	$35,000	$285,854
2016 Regulatory Expenses (Item 14)	$54,900	N/A	$54,900
RGV Cities Rate Case Expenses	43,075.26	$35,000	$78,075.26
Total Expenses	$348,830	$70,000	$418,830

16. TGS and the RGV Cities attach as Exhibit E affidavits and invoices in support of the rate case expense amounts, and will supplement with additional invoices as they are processed. Signatories agree that the amounts represented above are reasonable and recoverable pursuant to Texas Utilities Code § 103.022. Signatories agree that the recovery period for the applicable surcharge to recover rate case expenses shall be applied to incorporated customers in the RGV Cities for a period of 12 months and that the surcharge shall be volume based. TGS agrees to reimburse the RGV Cities the amount of rate case expenses set forth above within 30 days of the approval of this Settlement Agreement by all RGV Cities authorizing recovery of those expenses. TGS and the RGV Cities shall recover estimated rate case expenses only to the extent they are actually incurred.

17. The Signatories agree that the RGV Cities will make every effort to present their cities with this Settlement Agreement at city council meetings during September and October 2017 to allow for implementation of final, new rates for meters read on or after October 27, 2017.

18. The Signatories agree that all negotiations, discussions, and conferences related to the Settlement Agreement are privileged, inadmissible, and not relevant to prove any issues associated with the Statements of Intent filed on June 15, 2017.

19. The Signatories agree that neither this Settlement Agreement nor any oral or written statements made during the course of settlement negotiations may be used for any purpose other than as necessary to support the approval of this Settlement Agreement by the RGV Cities.

20. The Signatories agree that the terms of the Settlement Agreement are interdependent and indivisible, and that if the RGV Cities approve ordinances that are inconsistent with this Settlement Agreement, then any Party may withdraw without being deemed to have waived any procedural right or to have taken any substantive position on any fact or issue by virtue of that Party's entry into the Settlement Agreement or its subsequent withdrawal.

21. The Signatories agree that this Settlement Agreement is binding on each Party only for the purpose of settling the issues set forth herein and for no other purposes, and except to the extent the Settlement Agreement governs a Party's rights and obligations for future periods, this Settlement Agreement shall not be binding or precedential upon a Party outside this proceeding.

22. The Signatories agree that this Settlement Agreement may be executed in multiple counterparts and may be filed with facsimile signatures.

Agreed to this 28TH day of September 2017.

TEXAS GAS SERVICE COMPANY, a Division of ONE Gas, Inc.

By: Stephanie G. Houle with permission by KWN
Stephanie G. Houle
Attorney for Texas Gas Service Company

RGV CITIES

By: _____
Thomas Brocato
Attorney for RGV Cities

20. The Signatories agree that the terms of the Settlement Agreement are interdependent and indivisible, and that if the RGV Cities approve ordinances that are inconsistent with this Settlement Agreement, then any Party may withdraw without being deemed to have waived any procedural right or to have taken any substantive position on any fact or issue by virtue of that Party's entry into the Settlement Agreement or its subsequent withdrawal.

21. The Signatories agree that this Settlement Agreement is binding on each Party only for the purpose of settling the issues set forth herein and for no other purposes, and except to the extent the Settlement Agreement governs a Party's rights and obligations for future periods, this Settlement Agreement shall not be binding or precedential upon a Party outside this proceeding.

22. The Signatories agree that this Settlement Agreement may be executed in multiple counterparts and may be filed with facsimile signatures.

Agreed to this __ day of September 2017.

TEXAS GAS SERVICE COMPANY, a Division of ONE Gas, Inc.

By: _____
Stephanie G. Houle
Attorney for Texas Gas Service Company

RGV CITIES

By: _____
Thomas Brocato
Attorney for RGV Cities

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area **RATE SCHEDULE 1B**

Adjustment
Franchise Fee and State Occupancy Tax Factors
for Applicable General Service Rates

	Tax Rate		
City or Town	State Occupancy Tax	City Franchise Fee	Billing Tax Factor 1/
(a)	(b)	(c)	(d)
Alamo	1.997%	5.000%	7.523%
Alton	1.997	2.000	4.163
Brownsville	1.997	5.000	7.523
Combes	1.070	2.000	3.167
Donna	1.997	5.000	7.523
Edcouch	1.070	3.000	4.242
Edinburg	1.997	5.000	7.523
Elsa	1.070	5.000	6.462
Harlingen	1.997	5.000	7.523
Hidalgo	1.997	5.000	7.523
La Feria	1.070	2.000	3.167
Laguna Vista	1.070	5.000	6.462
La Joya	1.070	5.000	6.462
La Villa	0.581	5.000	5.911
Los Fresnos	1.070	2.000	3.167
Lyford	1.070	5.000	6.462
McAllen	1.997	5.000	7.523
Mercedes	1.997	5.000	7.523
Mission	1.997	4.000	6.380
Palm Valley	0.581	2.000	2.649
Palmhurst	1.070	-	1.082
Palmview	1.070	2.000	3.167
Penitas	1.070	5.000	6.462
Pharr	1.997	5.000	7.523
Port Isabel	1.070	5.000	6.462
Primera	1.070	2.000	3.167
Progreso	1.070	4.000	5.341
Rancho Viejo	0.581	2.000	2.649
Raymondville	1.997	4.000	6.380
Rio Hondo	0.581	4.000	4.801
San Benito	1.997	5.000	7.523
San Juan	1.997	5.000	7.523
Santa Rosa	1.070	3.000	4.243
Weslaco	1.997	5.000	7.523

1/ The tax rates shown in columns (b) and (c) above are rates applied to "gross receipts" and are in addition to the revenues derived from general service rate schedules and the PGA adjustment. However, the State Comptroller has determined that beginning February 1, 1985, these taxes are includable when calculating "gross receipts". This is accomplished by applying the "Billing Tax Factor" to all bills rendered by the Company for service within city limits. For example, for the City of Brownsville the 7.523% "Billing Tax Factor" added to a basic bill of $100.00 would equal $107.52.

Bill Including Tax Adjustment		$107.52
Less:	State Occupancy Tax @1.997%	2.15
	City Franchise Fee @5.000%	5.37
Bill Before Tax Adjustment		$100.00

Supersedes Same Rate Sheet Dated
April 15, 2014

Meters Read On and After
October 18, 2017

TEXAS GAS SERVICE COMPANY

Rio Grande Valley Service Area — RATE SCHEDULE 1EE

ENERGY EFFICIENCY PROGRAM RATE

A. APPLICABILITY

The Energy Efficiency Program ("EEP") rate, calculated pursuant to Rate Schedule EEP, shall apply to the following rate schedules listed below for all incorporated areas served by the Company in its Rio Grande Valley Service Area which includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

B. CURRENT EEP RATE

Rate Schedule	Customer Class	*EEP Rate
10	Residential Service	$ 0.0224
20	Commercial	$ 0.0018

*The Energy Efficiency Rate will change annually pursuant to Rate Schedule EEP.

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area **RATE SCHEDULE 10**

RESIDENTIAL SERVICE RATE

APPLICABILITY

Applicable to a residential customer in a single dwelling, or in a dwelling unit of a multiple dwelling or residential apartment, for domestic purposes. A residential consumer includes an individually-metered residential unit or dwelling that is operated by a public housing agency acting as an administrator of public housing programs under the direction of the U.S. Department of Housing and Urban Development. This rate is only available to full requirements customers of Texas Gas Service Company.

TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of		$15.52 plus -
	All Ccf @	$0.44453 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Energy Efficiency Program: Adjustments in accordance with the provisions of the Energy Efficiency Program, Rate Schedule 1EE, if applicable.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

Supersedes Same Sheet Dated	Meters Read On and After
July 27, 2016	October 18, 2017

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area **RATE SCHEDULE 20**

COMMERCIAL SERVICE RATE

APPLICABILITY

Applicable to commercial consumers and to consumers not otherwise specifically provided for under any other rate schedule. This rate is only available to full requirements customers of Texas Gas Service Company.

TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Laguna Vista, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of $70.00 plus (For Commercial Service)

$40.00 plus (For Church Service)

All Ccf @ $0.31593 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Energy Efficiency Program: Adjustments in accordance with the provisions of the Energy Efficiency Program, Rate Schedule 1EE, if applicable.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

Supersedes Same Sheet Dated
July 27, 2016

Meters Read On and After
October 18, 2017

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area **RATE SCHEDULE 30**

INDUSTRIAL SERVICE RATE

APPLICABILITY

Applicable to any qualifying industrial customer whose primary business activity at the location served is included in one of the following classifications of the Standard Industrial Classification Manual of the U.S. Government.

Division B	- Mining - all Major Groups
Division D	- Manufacturing - all Major Groups
Divisions E and J	- Utility and Government - facilities generating power for resale only

TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Laguna Vista, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of		$150.00 plus
	All Ccf @	$0.31229 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area **RATE SCHEDULE 40**

PUBLIC AUTHORITY SERVICE RATE

APPLICABILITY

Applicable to any qualifying public authority, public and parochial schools and colleges, and to all facilities operated by Governmental agencies not specifically provided for in other rate schedules or special contracts. This rate is only available to full requirements customers of Texas Gas Service Company.

TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Laguna Vista, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of		$45.00 plus
	All Ccf @	$0.40819 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

TEXAS GAS SERVICE COMPANY **RATE SCHEDULE EEP**
Rio Grande Valley Service Area **Page 1 of 2**

ENERGY EFFICIENCY PROGRAM

PURPOSE

Texas Gas Service Company ("TGS") provides an Energy Efficiency Program which offers assistance to residential and commercial customers to encourage the most efficient use of energy, reduce net energy consumption, and lower energy utility bills. A customer rate component will provide funding for the program, and shall be included as a line item on the customers' monthly utility bill.

The programs offered under the Energy Efficiency Program (Rate Schedule EEP) will be consistent with similar energy efficiency programs in other TGS service areas and may include, but are not limited to, residential, new construction and commercial customer rebates for high-efficiency appliances and equipment, as well as a low-income appliance program.

APPLICATION

The EEP rate shall apply to the applicable residential and commercial rate schedules served by TGS in its incorporated areas of the Rio Grande Valley Service Area ("RGVSA") including the cities of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas. The Regulatory Body is defined as the Lower Rio Grande Valley Development Council, as agreed by each participating municipality to this tariff.

COMPUTATION OF EEP RATE

The EEP rate for a given year will be separately calculated for each individual customer class according to the following:

$$\text{EEP Rate} = \frac{BCD + BA}{NV}$$

BCD = The Budgeted Conservation Dollars (BCD) shall include all expected costs attributable to the Company's Energy Efficiency Program for the 12-month period ending December 31 of each year, including but not limited to: rebates paid; material costs; the cost of educational and consumer awareness materials related to energy conservation/efficiency; the planning, development, implementation and administration of the EEP; and two months of working program expenses (calculated by dividing the total expected annual expenses by 12 and multiplying by two). Direct program costs will be identified by class and common administrative costs will be allocated to each rate class pro-rata based upon the proportion of direct costs. Administrative costs shall not exceed 15% of total EEP costs.

ENERGY EFFICIENCY PROGRAM
(Continued)

BA = Balance adjustment. The BA shall compute differences between Rider EEP collections by class and expenditures by class for the 12-month period ending the prior (date) and collect the over/under recovery during the 12-month period beginning (date) of the following year.

NV = Actual volumes from the prior fiscal year (normalized for weather and growth/attrition) listed in Ccf for each rate class.

PROGRAM SELECTION

Program selection will be determined on an annual basis and a summary of programs selected for the upcoming 12-month period will be provided to the Regulatory Body by October 15 of each calendar year. The overall portfolio of program offerings will be designed to be impactful and cost-effective based on Texas Gas Service's knowledge of its customer base and experience administering various energy efficiency program initiatives. The Company shall, at least once every three years, be responsible for presenting an RGVSA Energy Efficiency Program summary at the Regulatory Body. The Regulatory Body is invited to provide its feedback on program growth, potential changes in the EE rate and the program parameters for the next three-year period at this stakeholder meeting. Individual cities will have the ability to opt-out of the RGVSA Energy Efficiency Program at the three-year mark by submitting this request in writing to the Company within the 10 days following the stakeholder meeting date. If no action is taken, the agreed-upon tariff will be implemented for the following three-year period.

REPORTING

The following documents will be filed with the Regulatory Body:

a) A schedule indicating the new EEP rate for each of the affected rate classes, to be filed within 20 days of implementation.

b) An annual report of the prior fiscal year collections and disbursements, to be filed within the 120 days following the prior fiscal year end. The annual report will also be made available on the Company's website. The annual filing shall include detailed calculations of the BCD and the Balancing Adjustments, as well as data on the total cost of the Energy Efficiency Program. Detailed tracking and reporting of program administration costs is also provided.

c) An annual budget for the following year will be provided to the Regulatory Body by the Company by October 15 each calendar year.

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE

1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE

Nothing shall be deemed to supersede the respective rights and obligations of Company and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service.

1.2 DEFINITIONS

The following definitions shall apply to the indicated words as used in this Tariff:

Adder:	Shall mean the Company's incremental cost to purchase natural gas.
Aggregation Areas:	Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances.
Btu:	Shall mean British thermal unit(s) and shall be computed on a temperature base of sixty degrees (60°) Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and "MMBtu" shall mean one million (1,000,000) Btu.
Commission or The Commission:	The Railroad Commission of Texas.
Company:	Texas Gas Service Company, a division of ONE Gas, Inc.
Customer:	Any person or organization now being billed for gas service whether used by him or her, or by others.
Cumulative Tolerance Limit:	Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier's Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.
Consumption Period:	Shall mean a volumetric billing period.
Day or Gas Day:	Shall mean the 24-hour period commencing at 9:00 a.m. (central clock time) on one calendar day and ending at 9:00 a.m. (central clock time) the following calendar day.
Dekatherm (Dth):	Shall mean 1,000,000 Btu's (1 MMBtu). This unit will be on a dry basis.

TEXAS GAS SERVICE COMPANY **RATE SCHEDULE T-TERMS**
Rio Grande Valley Service Area **Page 1 of 6**

Electronic Flow Measurement (EFM):	A device that remotely reads a gas meter.
Gas or Natural Gas:	Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.
Mcf:	Shall mean one thousand (1,000) cubic feet of Gas
Month:	Shall mean the period beginning at 9:00 a.m. central clock time on the first Day of each calendar month and ending at 9:00 a.m. Central clock time on the first Day of the next succeeding calendar month.
Monthly Tolerance Limit:	Shall mean five percent (5%) of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.
Payment in Kind (PIK):	Shall mean a reimbursement for lost and unaccounted for gas.
PDA:	Shall mean a predetermined allocation method.
Pipeline System:	Shall mean the current existing utility distribution facilities of Company located in the State of Texas.
Point of Delivery:	Shall mean the point or points where gas is delivered from the Pipeline System to Customer.
Point of Receipt:	Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer.
Point Operator:	Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.
Qualified Supplier:	Shall mean an approved supplier of natural gas for transportation to customers through the Company's pipeline system.
Regulatory Authority:	The City Council or equivalent municipal governing body of each respective city in the Rio Grande Valley Service Area, or the Railroad Commission of Texas, as applicable.
Service Area:	The area receiving gas utility service provided by the Company under the terms of this Tariff.
Tariff:	Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder.
Transportation Form:	Shall mean the Company approved selection of transportation service document.

Transportation Rate Schedule:	A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Company's distribution system.
Transportation Service:	The transportation by the Company of natural gas owned by someone other than the Company through the Company's distribution system.
Week:	Shall mean a period of seven (7) consecutive Days beginning at 9:00 a.m. central clock time on each Monday and ending at the same time on the next succeeding Monday.
Year:	Shall mean a period of three hundred sixty-five (365) consecutive Days, or three hundred sixty-six (366) consecutive Days when such period includes a February 29.

1.3 COMPANY'S RESPONSIBILITY

Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the Customer, at a mutually agreed upon Point of Receipt, less Payment in Kind (PIK).

a) In no event shall Company be required to expand, modify, construct, rearrange, or change the operations of the Pipeline System in order to receive gas from or on behalf of Customer or in order to deliver gas to Customer at any existing Points of Delivery. Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System.

1.4 CUSTOMER'S RESPONSIBILITY

Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:

a) Gas received by Company for the Customer shall be free from all adverse claims, liens, and encumbrances;

b) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas;

c) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customer's gas or the facilities of the Customer or others containing such gas prior to receipt into Company's facilities or after delivery to the Customer;

d) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company;

e) Customer acknowledges the Qualified Supplier's responsibilities under Section 1.5;

f) Transportation Service is not available for a term less than twelve (12) months. Termination of transportation service may, at the Company's sole discretion, delay Customer's request to resume transportation service;

g) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Company's sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs;

h) In the event Customer's source of gas supply is terminated by Customer's Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after thirty (30) calendar days advance notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.

1.5 QUALIFIED SUPPLIER'S RESPONSIBILITY

Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into mutually agreed upon Points of Receipt and shall act as the Customer's agent with respect to nominations, operational notices and resolution of imbalances.

a) Qualified Suppliers shall aggregate their Customers' volumes for balancing purposes, into Aggregation Areas, as determined, in the Company's sole discretion.

b) Qualified Supplier shall submit nominations to the Company's gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customer's facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination.

c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.

d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero (0) imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Customer shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero (0) imbalance as practicable.

e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Company's applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.

TEXAS GAS SERVICE COMPANY **RATE SCHEDULE T-TERMS**
Rio Grande Valley Service Area **Page 1 of 6**

1.6 IMBALANCES

Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.

a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.

b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.

c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.

d) A proportional share of any upstream pipeline transportation service charges and penalties incurred by the Company, that in whole or in part, are the result of Qualified Supplier's scheduling and/or managing the upstream transportation of the Customer's gas to Company's interconnection point(s) with the upstream pipeline(s). Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.

e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.

f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.

g) On or about fifteen (15) days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the sixth (6th) Day of the Month in which the statement requiring such data is to be rendered.

h) Both parties hereto shall have the right at any and all reasonable times within twenty four (24) months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.

TEXAS GAS SERVICE COMPANY **RATE SCHEDULE PIT**
Rio Grande Valley Service Area **Page 1 of 3**

PIPELINE INTEGRITY TESTING (PIT) RIDER

PURPOSE

The purpose of this Pipeline Integrity Testing Rider is to promote the public interest in pipeline safety by enabling the Company to recover the reasonable and necessary Pipeline Integrity Safety Testing expenses incurred by the Company during the prior year (including contractor costs but excluding the labor cost of TGS employees. These legally mandated operating and maintenance expenses shall be recovered through a separate monthly volumetric charge (the Pipeline Integrity Testing or "PIT" Surcharge) that shall be shown as a separate line item on the customer's monthly bill and calculated for each customer class as described below. Capital expenditures associated with the Pipeline Integrity Program shall continue to be recovered through base rates and any interim rate adjustments implemented pursuant to Texas Utilities Code Section 104.301.

APPLICABILITY

This Rider shall be applied to all gas sales and transportation customers within the service territory designated below, except special contract customers.

TERRITORY

This Rider shall apply throughout the Company's Rio Grande Valley Service Area ("RGVSA"), in the Incorporated Areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

QUALIFYING EXPENSES

This Rider applies only to the legally mandated safety testing of the Company's transmission lines in the RGVSA under the Pipeline Integrity Safety Testing Program. The operating and maintenance expense items that qualify for recovery under this Rider shall include the contractor costs associated with land and leak survey, permitting, and job order preparation and completion; the clearing of right-of-way; any needed notifications to adjacent businesses and residences; traffic control equipment and personnel; Direct Current Voltage Gradient ("DCVG"), Close Interval ("CI"), and other surveys to ensure the integrity of the pipeline system; any required rigid bypasses; flushing of the lines and testing and disposal of the flush water; hydrostatic testing of the lines and analysis and disposal of the test water; any required "pigging" of the lines in connection with safety testing; any required x-ray welding; metallurgical testing of the pipeline or components thereof; site restoration, painting, and clean-up; expenses associated with providing a supply of compressed natural gas ("CNG") to ensure uninterrupted service to customers during testing; and any other operating and maintenance expenses reasonably necessary to safely and

effectively perform required safety testing of the Company's pipelines in the RGVSA. In addition, unrecovered 2016 PIT expenses shall be included for recovery. Neither capital expenditures by the Company, nor the labor cost of TGS employees, shall be recovered under this Rider.

CALCULATION OF PIT SURCHARGES

The Pipeline Integrity Testing Surcharges established under this Rider shall be designed so as to recover the Total Testing Expense incurred in the prior year for Pipeline Integrity Safety Testing, and shall be calculated as follows:

The Total Annual Testing Expense shall be divided by the estimated average annual usage to produce the annual PIT Surcharge.

$$\text{PIT Surcharge} = \frac{\text{Total Annual Testing Expense}}{\text{Estimated Annual Usage}}$$

Based upon customer data for the prior calendar year and any other relevant factors, the estimated annual usage may be revised annually to account for customer growth, and the resulting revised PIT Surcharge shall be applied to each class for the ensuing 12-month recovery period.

ANNUAL RECONCILIATION

After completion of each annual recovery period, the total revenues collected under this Rider for that year shall be reconciled against the revenues previously calculated to be collected for that year, and the PIT Surcharge for each class shall be adjusted upward or downward so that the Company recovers any under recoveries or refunds any over recoveries that may have accrued under the Rider, plus monthly interest on those under recoveries or over recoveries at the cost of long-term debt approved in the Company's most recent general rate case in which rates were set by the regulatory authority for application to customers in the RGVSA Cities. The reconciliation report shall be filed with the regulatory authority on or before February 1 of each year. The regulatory authority shall review the reconciliation report and may request additional data supporting the reconciliation. The regulatory authority shall complete its review of the reconciliation within sixty days of each year's filing, and will authorize the succeeding PIT Surcharge after ordering any necessary adjustments based on its review of the reconciliation report so that the Company can implement the reconciled PIT Surcharges beginning with the first billing cycle for April of each succeeding year.

DEFERRED ACCOUNTING

The Company is authorized and directed to defer, as a regulatory asset, all Pipeline Integrity Safety Testing expenses incurred during the testing cycle starting on January 1, 2016 and all revenues specifically collected under this Rider shall be applied to the deferred expense account. The Company shall not earn a return on any regulatory asset created under this provision, and no such regulatory asset shall be included in the Company's invested capital (rate base) for ratemaking purposes.

TEXAS GAS SERVICE COMPANY **RATE SCHEDULE PIT**
Rio Grande Valley Service Area **Page 3 of 3**

ANNUAL REPORT & APPLICABLE PSCC

On or before February 1 after each calendar year, the Company shall file a reconciliation report with the RGVSA Cities showing all Pipeline Integrity Safety Testing expenses incurred during the previous calendar year and verifying the prior year's collections and any under recoveries or over recoveries accruing to date under this Rider. The report shall separately identify and list such expenses by account number and project number, and provide a description of each project. The report will also provide revenues collected by class by month for that year. Prior to the effective date of this Rider and on or before February 1st of each succeeding year while this Rider is in effect, the Company shall also file an Addendum to this Rider with the RGVSA Cities (a) identifying the PIT Surcharges that will be applied during the ensuing 12-month recovery period from April 1 through March 31 and (b) providing the underlying data and calculations on which each PIT Surcharge for that period is based.

NOTICE TO AFFECTED CUSTOMERS

In addition to the annual report and Addendum to this Rider required above, the Company shall provide, on or before March 31 after each calendar year, written notice to each affected customer of (a) the PIT Surcharge that will be applied during the ensuing 12-month period from April 1st through March 31, and (b) the effect the PIT Surcharge is expected to have on the average monthly bill for each affected customer class. The written notice shall be provided in both English and Spanish, shall be the only information contained on the piece of paper on which it is printed, and may be provided either by separate mailing or by insert included with the Company's monthly billing statements. The Company shall also file an affidavit annually with the RGVSA Cities certifying that notice has been provided to customers in this manner. The notice shall be presumed to be complete three calendar days after the date the separate mailing or billing statement is deposited in a postage-paid, properly addressed wrapper in a post office or official depository under care of the United States Postal Service. The initial notice shall be filed with, reviewed, and approved by the regulatory authority, and each subsequent notice shall follow the same format as that of the approved initial notice.

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area **RATE SCHEDULE PIT-RIDER**

PIPELINE INTEGRITY TESTING (PIT) SURCHARGE RIDER

A. APPLICABILITY

The Pipeline Integrity Testing Surcharge (PIT) rate as set forth in Section (B) below is pursuant to Rate Schedule PIT. This rate shall apply to the following rate schedules of Texas Gas Service Company in the incorporated areas of the Rio Grande Valley Service Area (RGVSA): 10, 20, 30, 40, T-1.

B. PIT RATE

$0.00 per Ccf

This rate will be in effect until all approved and expended pipeline integrity testing expenses are recovered under the applicable rate schedules.

C. OTHER ADJUSTMENTS

Taxes: Plus applicable taxes and fees (including franchise fees) related to above.

D. CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

TEXAS GAS SERVICE COMPANY **RATE SCHEDULE PSF**
All Service Areas **Page 1 of 3**

PIPELINE SAFETY AND REGULATORY PROGRAM FEES

TEXAS ADMINISTRATIVE CODE

TITLE 16 ECONOMIC REGULATION

PART 1 RAILROAD COMMISSION OF TEXAS

CHAPTER 8 PIPELINE SAFETY REGULATIONS

SUBCHAPTER C REQUIREMENTS FOR NATURAL GAS PIPELINES ONLY

Rule §8.201 Pipeline Safety and Regulatory Program Fees

(a) Application of fees. Pursuant to Texas Utilities Code, §121.211, the Commission establishes a pipeline safety and regulatory program fee, to be assessed annually against operators of natural gas distribution pipelines and pipeline facilities and natural gas master metered pipelines and pipeline facilities subject to the Commission's jurisdiction under Texas Utilities Code, Title 3. The total amount of revenue estimated to be collected under this section does not exceed the amount the Commission estimates to be necessary to recover the costs of administering the pipeline safety and regulatory programs under Texas Utilities Code, Title 3, excluding costs that are fully funded by federal sources for any fiscal year

(b) Natural gas distribution systems. The Commission hereby assesses each operator of a natural gas distribution system an annual pipeline safety and regulatory program fee of $1.00 for each service (service line) in service at the end of each calendar year as reported by each system operator on the U.S. Department of Transportation (DOT) Gas Distribution Annual Report, Form PHMSA F7100.1-1 due on March 15 of each year.

(1) Each operator of a natural gas distribution system shall calculate the annual pipeline safety and regulatory program total to be paid to the Commission by multiplying the $1.00 fee by the number of services listed in Part B, Section 3, of Form PHMSA F7100.1-1, due on March 15 of each year.

(2) Each operator of a natural gas distribution system shall remit to the Commission on March 15 of each year the amount calculated under paragraph (1) of this subsection.

(3) Each operator of a natural gas distribution system shall recover, by a surcharge to its existing rates, the amount the operator paid to the Commission under paragraph (1) of this subsection. The surcharge:

(A) shall be a flat rate, one-time surcharge;

TEXAS GAS SERVICE COMPANY **RATE SCHEDULE PSF**
All Service Areas **Page 2 of 3**

PIPELINE SAFETY PROGRAM FEES
(Continued)

(B) shall not be billed before the operator remits the pipeline safety and regulatory program fee to the Commission;

(C) shall be applied in the billing cycle or cycles immediately following the date on which the operator paid the Commission;

(D) shall not exceed $1.00 per service or service line ***(For calendar year 2016 the annual pipeline safety program fee, billed effective with meters read on and after March 29, 2017, Texas Gas Service Company will bill all customers a one-time customer charge per bill of $0.94, based on $1.00 per service line)***; and

(E) shall not be billed to a state agency, as that term is defined in Texas Utilities Code, §101.003.

(4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each operator of a natural gas distribution system shall file with the Commission's Gas Services Division and the Pipeline Safety Division a report showing:

(A) the pipeline safety and regulatory program fee amount paid to the Commission;

(B) the unit rate and total amount of the surcharge billed to each customer;

(C) the date or dates on which the surcharge was billed to customers; and

(D) the total amount collected from customers from the surcharge.

(5) Each operator of a natural gas distribution system that is a utility subject to the jurisdiction of the Commission pursuant to Texas Utilities Code, Chapters 101 - 105, shall file a generally applicable tariff for its surcharge in conformance with the requirements of §7.315 of this title, relating to Filing of Tariffs.

(6) Amounts recovered from customers under this subsection by an investor-owned natural gas distribution system or a cooperatively owned natural gas distribution system shall not be included in the revenue or gross receipts of the system for the purpose of calculating municipal franchise fees or any tax imposed under Subchapter B, Chapter 182, Tax Code, or under Chapter 122, nor shall such amounts be subject to a sales and use tax imposed by Chapter 151, Tax Code, or Subtitle C, Title 3, Tax Code.

(c) Natural gas master meter systems. The Commission hereby assesses each natural gas master meter system an annual pipeline safety and regulatory program fee of $100 per master meter system.

(1) Each operator of a natural gas master meter system shall remit to the Commission the annual pipeline safety and regulatory program fee of $100 per master meter system no later than June 30 of each year.

TEXAS GAS SERVICE COMPANY
All Service Areas **RATE SCHEDULE PSF**
Page 3 of 3

PIPELINE SAFETY PROGRAM FEES
(Continued)

(2) The Commission shall send an invoice to each affected natural gas master meter system operator no later than April 30 of each year as a courtesy reminder. The failure of a natural gas master meter system operator to receive an invoice shall not exempt the natural gas master meter system operator from its obligation to remit to the Commission the annual pipeline safety and regulatory program fee on June 30 each year.

(3) Each operator of a natural gas master meter system shall recover as a surcharge to its existing rates the amounts paid to the Commission under paragraph (1) of this subsection.

(4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each natural gas master meter system operator shall file with the Commission's Gas Services Division and the Pipeline Safety Division a report showing:

(A) the pipeline safety and regulatory program fee amount paid to the Commission;

(B) the unit rate and total amount of the surcharge billed to each customer;

(C) the date or dates on which the surcharge was billed to customers; and

(D) the total amount collected from customers from the surcharge.

(d) Late payment penalty. If the operator of a natural gas distribution system or a natural gas master meter system does not remit payment of the annual pipeline safety and regulatory program fee to the Commission within 30 days of the due date, the Commission shall assess a late payment penalty of 10 percent of the total assessment due under subsection (b) or (c) of this section, as applicable, and shall notify the operator of the total amount due to the Commission.

Source Note: The provisions of this §8.201 adopted to be effective September 8, 2003, 28 TexReg 7682; amended to be effective November 24, 2004, 29 TexReg 10733; amended to be effective May 15, 2005, 30 TexReg 2849; amended to be effective December 19, 2005, 30 TexReg 8428; amended to be effective April 18, 2007, 32 TexReg 2136; amended to be effective November 12, 2007, 32 TexReg 8121; amended to be effective September 21, 2009, 34 TexReg 6446; amended to be effective August 30, 2010, 35 TexReg 7743; amended to be effective November 14, 2011, 36 TexReg 7663

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area **RATE SCHEDULE RCE – INC.**

RATE CASE EXPENSE SURCHARGE

A. APPLICABILITY

The Rate Case Expense Surcharge (RCE) rate as set forth in Section (B) below is pursuant to City Ordinances. This rate shall apply to the following rate schedules of Texas Gas Service Company in the following incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas: 10, 20, 30, 40 and T-1.

B. RCE RATE

All Ccf during each billing period: $0.0107 per Ccf

This rate will be in effect until all approved and expended rate case expenses are recovered under the applicable rate schedules. Texas Gas Service Company will recover $293,930 in actual expense and up to $70,000 in estimated expense, not to exceed actual expense. In addition, TGS will recover $54,900 in requested regulatory expenses. The Rate Case Expense Surcharge will be a separate line item on the bill.

C. OTHER ADJUSTMENTS

Taxes: Plus applicable taxes and fees (including franchise fees for customers in incorporated areas) related to above.

D. CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area

TEXAS GAS SERVICE COMPANY

RULES AND REGULATIONS

RIO GRANDE VALLEY SERVICE AREA

Incorporated Areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas

Effective for Meters Read On and After October 18, 2017

Supersedes and Replaces Rules and Regulations pages dated January 27, 2014

Communications Regarding this Tariff
Should Be Addressed To:

Texas Gas Service Company
P. O. Box 531827
Harlingen, Texas 78553-1827

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area

TABLE OF CONTENTS

Section	Description
1	General Statement
2	Reserved for Future Rules
3	Rates and Utility Charges
4	Conditions of Service
5	Initiation of Service
6	Metering and Delivery of Gas
7	Installation of Equipment
8	Extension of Facilities
9	Customer Owned Systems
10	Security Deposits
11	Gas Measurement
12	Meter Reading and Accuracy
13	Billing and Payment of Bills
14	Quality of Gas
15	Service Work
16	Maintenance of Equipment
17	Discontinuance of Service
18	Re-establishment of Service
19	Notice
20	Average Bill Calculation Plan
21	Fees and Cash Deposits

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area

GENERAL STATEMENT

1.1 TARIFF APPLICABILITY

Texas Gas Service Company is a gas utility operating within the State of Texas. This Tariff applies to Texas Gas Service Company's Rio Grande Valley Service Area comprised of the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas. This Tariff supersedes and replaces all tariffs previously approved and applied in said service area.

Service under this Tariff is subject to the original jurisdiction of the municipalities in the Rio Grande Valley Service Area and the Railroad Commission of Texas. The Company will provide service to any person and/or business within its service area in accordance with the rates, terms and conditions provided for in its Tariff and regulations.

1.2 RATE SCHEDULES

All Customers shall be served under rate schedules filed with the municipality or Railroad Commission of Texas. Customers shall be assigned to rate schedules in accordance with the class of the particular Customer, the usage which will be made of the gas and that Customer's volume requirements. The Company shall advise an Applicant or Customer regarding the most advantageous rate for his usage if more than one rate is applicable. A Customer assigned to a rate schedule shall remain on that schedule for a minimum of one year except that an assignment made in error may be corrected immediately. In the event of a question regarding the Customer's classification, the questions shall be resolved by reference to the coding of the Customer's primary business in the latest edition of the Standard Industrial Classification Manual of the United States Government's Office Management and Budget.

1.3 DEFINITIONS

The following definitions shall apply to the indicated words as used in this Tariff:

Adder:	Shall mean the Company's incremental cost to purchase natural gas.
Aggregation Areas:	Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances.
Agricultural Service:	Service to Consumers engaged in agricultural production.
Applicant:	Any person, organization or group of persons or organizations making a formal request either orally or in writing for gas service from the Company.

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area

Automated Meter Reading (AMR):	A device that remotely reads a gas meter.
Average Day Usage:	The gas demand of a given Customer for gas in any one month divided by 30. Gas demand is considered to be equivalent to consumption during each billing month, provided however, that when service has been curtailed, demand shall be considered to be actual consumption plus estimated curtailment during the period.
Blanket Builder:	A builder or someone acting for a builder who is invoiced for the installation of yardlines.
Btu:	Shall mean British thermal unit(s) and shall be computed on a temperature base of sixty degrees (60°) Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and "MMBtu" shall mean one million (1,000,000) Btu.
Commercial Service:	Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for.
Commission or The Commission:	The Railroad Commission of Texas.
Company:	Texas Gas Service Company.
Consumer:	Any person or organization receiving gas service from the Company for his or her own appliances or equipment whether or not the gas is billed directly to him or her. (For example, a rental unit where the utilities are part of the rent, the landlord is a Customer and the tenant is a Consumer.)
Consumption Period:	Shall mean a volumetric billing period.
Customer:	Any person or organization now being billed for gas service whether used by him or her, or by others.
Cumulative Tolerance Limit:	Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier's Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.
Day or Gas Day:	Shall mean the 24-hour period commencing at 9:00 a.m. (central clock time) on one calendar day and ending at

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area

	9:00 a.m. (central clock time) the following calendar day.
Dekatherm (Dth):	Shall mean 1,000,000 Btu's (1 MMBtu). This unit will be on a dry basis.
Domestic Service:	Service to any Consumer which consists of gas service used directly for heating, air conditioning, cooking, water heating and similar purposes whether in a single or multiple dwelling unit.
Electronic Document:	Any document sent electronically via email or the internet.
Electronic Flow Measurement (EFM):	A device that remotely reads a gas meter.
Electronic Fund Transfer (EFT):	The process to convert a paper check or electronic bill payment request to an electronic transfer. Paper checks received by Company or their agents are destroyed.
Electronic Radio Transponder (ERT):	A device that remotely reads a gas meter.
Excess Flow Valve (EFV):	A safety device installed below ground inside the natural gas service line between the main and the meter intended to reduce the risk of accidents in limited situations.
Expedited Service:	Customer request for same day service or service during non-business hours for connection or reconnection of gas service.
Gas or Natural Gas:	Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.
General Rate Schedule:	A rate schedule available to all Customers of the appropriate class or classes for usages indicated therein.
Industrial Service:	Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual.
Irrigation or Irrigation Pumping Service:	(SIC Division A - Major Group 01) who use gas for operating engine-driven pumping equipment.

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area

Mcf:	Shall mean one thousand (1,000) cubic feet of Gas.
Month:	Shall mean the period beginning at 9:00 a.m. central clock time on the first Day of each calendar month and ending at 9:00 a.m. Central clock time on the first Day of the next succeeding calendar month.
Monthly Tolerance Limit:	Shall mean five percent (5%) of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.
Optional Rate Schedule:	A General Rate Schedule which may be selected by a Customer in lieu of another general schedule but which may require installation of special equipment.
Overtime Rate:	The fee charged by the Company to perform work outside its normal business hours or on holidays and includes changes to previously scheduled work that must be performed outside the Company's normal business hours.
Payment in Kind (PIK):	Shall mean a reimbursement for lost and unaccounted for gas.
PDA:	Shall mean a predetermined allocation method.
Pipeline System:	Shall mean the current existing utility distribution facilities of the Company located in the State of Texas.
Point of Delivery:	Shall mean the point or points where gas is delivered from the Pipeline System to Customer.
Point of Receipt:	Shall mean the point or points where the Company shall receive Gas into the Pipeline System from Customer.
Point Operator:	Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.
Power Generation Service:	Service to Consumers for the purpose of generating electricity. This service may be further divided into direct generation in which the gas is used to power the prime mover and indirect generation in which the gas is burned in a boiler and the generator is steam powered.
Qualified Supplier:	Shall mean an approved supplier of natural gas for transportation to customers through the Company's pipeline system.

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area

Regulatory Authority:	The City Council or equivalent municipal governing body of each respective city in the Rio Grande Valley Service Area, or the Railroad Commission of Texas, as applicable.
Service Area:	The area receiving gas utility service provided by the Company under the terms of this Tariff.
Special Rate Schedule:	A rate schedule designed for a specific Customer.
System:	Any group of interconnected pipelines and appurtenances owned or operated by the Company and independent from any other such group of facilities.
Tariff:	Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over the Company or the services provided hereunder.
Temporary Service:	Any service which will not be utilized continuously at the same location for a period of two or more years.
Transportation Form:	Shall mean the Company approved selection of transportation service document.
Transportation Rate Schedule:	A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Company's distribution system.
Transportation Service:	The transportation by the Company of natural gas owned by someone other than the Company through the Company's distribution system.
Week:	Shall mean a period of seven (7) consecutive Days beginning at 9:00 a.m. Central clock time on each Monday and ending at the same time on the next succeeding Monday.
Year:	Shall mean a period of three hundred sixty-five (365) consecutive Days, or three hundred sixty-six (366) consecutive Days when such period includes a February 29.

Section 2. [Reserved for future rules]

Section 3: RATES AND UTILITY CHARGES
Please see current Rate Schedules on file with each applicable Regulatory Authority.

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area

CONDITIONS OF SERVICE

4.1 PROVISION OF SERVICE

The Company will provide gas service to any person or organization located within the Rio Grande Valley Service Area from the Company's facilities or in certain cases, the facilities of its supplier, in accordance with the provisions of this Tariff including Rate Schedules and Rules of Service.

4.2 FEES AND CHARGES

All fees and charges made by the Company to provide and maintain utility services as provided for in this Tariff. If the Customer elects transportation service, the commodity cost of gas shall be determined between the Customer and the Customer's selected supplier.

4.3 RESALE OF GAS

Gas delivered by the Company shall not be redelivered or resold for the use thereof by others unless otherwise expressly agreed to in writing by the Company - except, however, that those Customers receiving gas for redistribution to the Customer's tenants may separately meter each tenant's distribution point for the purpose of prorating the Customer's actual amount of gas delivered among the various tenants on a per unit basis.

4.4 CONTINUITY OF SERVICE

a) Service interruptions

i) The Company shall make all reasonable efforts to prevent interruptions of service. When interruptions occur, the Company will reestablish service within the shortest possible time consistent with prudent operating principles so that the smallest number of Customers is affected.

ii) The Company shall make reasonable provisions to meet emergencies resulting from failure of service, and will issue instructions to its employees covering procedures to be followed in the event of an emergency in order to prevent or mitigate interruption or impairment of service.

iii) In the event of emergency or local disaster resulting in disruption of normal service, the Company may, in the public interest, interrupt service to other Customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

b) Record of interruption. Except for momentary interruptions which do not cause a major disruption of service, the Company shall keep a complete record of all interruptions, both emergency and scheduled. This record shall show the cause of interruptions, date, time

duration, location, approximate number of Customers affected, and, in cases of emergency interruptions, the remedy and steps taken to prevent recurrence, if applicable.

c) Report to Railroad Commission of Texas. The Commission shall be notified in writing within 48 hours of interruptions in service affecting the entire system or any major division thereof lasting more than four continuous hours. The notice shall also state the Company's belief as to the cause of such interruptions. If any service interruption is reported to the Commission otherwise (for example, as a curtailment report or safety report), such other report is sufficient to comply with the terms of this paragraph.

d) The procedure under which curtailments of service will be made is described in the Curtailment Plan on file with the Railroad Commission of Texas.

e) The Company does not guarantee uninterrupted service to any Customer and shall not be liable for damages resulting from any loss of service to any Customer.

4.5 AVAILABILITY OF TARIFF

A copy of this Tariff including all applicable rates can be requested through TGS's customer service number at 1-800-700-2443 (non-emergency number) or requested under the 'Contact Us' section of www.texasgasservice.com. Upon the request of any Customer or Applicant, the Company shall make copies of the Tariff which may be purchased by the Customer or Applicant through TGS's customer service. The Company may charge a fee for each copy not in excess of the Company's reasonable cost to reproduce the material.

4.6 CUSTOMER INFORMATION

The Company shall make available, during normal business hours, such additional information on Rates and Services as any Customer or Applicant may reasonably request. Upon any Customer's request, the Company shall inform the Customer how to read the Customer's meter. The Company shall annually provide each Customer with notice of the availability of a concise description in English and Spanish of the Customer's rights and the Company's obligations under this Tariff. A new Customer shall be provided with an informational brochure in the mail after requested service initiation or included with the first bill mailed.

4.7 CUSTOMER COMPLAINTS

Upon receipt of a complaint, either in writing or by telephone, from the Regulatory Authority on behalf of a Customer, the Company will make a suitable investigation and advise the Regulatory Authority and complainant of the results thereof. An initial response must be made by the next business day. The Company must make a final and complete response within 15 days from the date of the complaint, unless additional time is granted within the 15 day period.

4.8 LIMITATION OF LIABILITY

The Customer assumes all responsibility for all facilities and their installation, maintenance, operation, functionality, testing and condition thereof on the Customer's side of the point of delivery of gas to the property of the Customer or to the premises of the Consumer, as defined in Section 6.2. The Company is not liable to a Customer, and Customer shall indemnify, hold harmless, and defend

the Company and its employees or agents from any and all claims or liability for personal injury, damage to property, or any incidental, consequential, business interruption, or other economic damages or losses in any manner directly or indirectly connected to, arising from, or caused by acts or omissions of any person or party on the Customer's side of said point of delivery, as defined in Section 6.2.

The Company shall be liable to the Customer or Consumer only for personal injury or property damages from or caused directly by the negligent acts or omissions of the Company or its employees occurring on the Company's side of the point of delivery. The Company shall not be liable or responsible for personal injury, property damages, or any other loss or damages arising from or caused by the negligent or intentional act or omission of any person, other than an employee of the Company, who adjusts, repairs, disconnects, changes, alters, or tampers with the Company's meter or facilities in any way.

The Company shall be liable to third parties only for personal injury or property damage directly arising from the negligence or gross negligence of the Company or its employees when acting within the scope of their employment.

In no event shall the Company or its employees be liable for incidental, consequential, business interruption, or other economic damages or losses of Customer, Consumer, or third parties in any manner, directly or indirectly, arising from, caused by, or growing out of the interruption or termination of gas utility service.

The Customer shall make or procure conveyance to the Company of perpetual right-of-way across the property owned or controlled by the Customer that is satisfactory to the Company, provides clear access to Company's facilities, and enables the Company to provide service to Customer's property or the premises of the Consumer.

INITIATION OF SERVICE

5.1 REGULAR SERVICE

Application for service can be made by telephone or through the internet. Each Applicant must comply with the appropriate requirements of this Tariff before service shall be instituted. No written agreement shall be required for residential service under the standard provisions of this Tariff; commencement of service by the Company and the use of gas service by the Customer shall be evidence of such agreement. Any Customer requesting service under any special provision of this Tariff must execute a written agreement for service in the form prescribed by the Company designating those provisions which shall apply. Each Applicant may be required to produce an identification card bearing a photograph of Applicant and verifiable proof of their right to occupy a specific service address as of a specific date of occupancy.

5.2 SPECIAL CONTRACTS

Under certain special conditions, the Company may agree to rates, terms or conditions of service other than those provided in this Tariff. Such service must be established under the terms of a special contract or service agreement. To the extent that the provisions of any special contract are at variance with this Tariff, the provisions of the contract shall apply.

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area

5.3 TEMPORARY SERVICE

Temporary Service shall be furnished under the same rate schedules applicable to regular service of a similar kind.

5.4 FEES AND CHARGES

The Company shall charge a non-refundable fee to each Applicant to compensate for the cost involved in initiation or reconnection of service or when service is transferred from one name to another at any location, or whenever a meter is reset or relocated on the same premises at the request of the Customer, all as specified in Section 21.1 of this Tariff.

Whenever the Applicant requests expedited service, the Company will accomplish the work as expeditiously as possible and the Customer will be charged at the Company's approved rate for service work. Expedited service and the charges therefore shall be made only on request of the Applicant. Whenever service is furnished from the facilities of a third party and the Company must pay any special fees to that third party, the Company may, at its option, pass that charge plus 20 percent for handling through to the Applicant requesting service. See Section 21.1 relating to fees for the above.

5.5 ESTABLISHMENT OF CREDIT

Each Applicant for service shall be required to make a security deposit in accordance with Section 10 of this Tariff to establish and maintain a satisfactory credit standing.

These deposits shall be computed in the same manner for the same class of service, provided however, that a deposit shall be waived if:

a) The Applicant has been a Customer for the same kind of service within the last two years and did not have more than one occasion in which a bill for service from any such utility service account was delinquent and no disconnection for non-payment was made;

b) The Applicant furnishes an acceptable letter of credit;

c) The Applicant demonstrates a satisfactory credit rating by presentation of satisfactory credit references capable of quick, inexpensive verification (applicable to residential Customers only);

d) The Applicant is 65 years of age or older and has no outstanding balance for natural gas utility service which accrued within the last two years (applicable to residential Customers only);

e) The application is made for and in the name of an organization with an acceptable credit rating from an agency providing a credit rating service on a national basis;

f) The application is made for or guaranteed by an agency of the federal, state or local government; or

g) The Applicant has been determined to be a victim of family violence as defined by TEX. FAM. CODE ANN. § 71.004. This determination shall be evidenced by the applicant/s submission of a

certification letter developed by the Texas Council on Family Violence (made available on its Web site).

5.6 GROUNDS FOR REFUSAL TO SERVE

The Company may refuse service to any Applicant for any of the following reasons:

a) Failure to pay fees, advances or contributions or to make any deposit required for service under this Tariff;

b) Failure of the Applicant to furnish any service or meter location specified for service under this Tariff;

c) Existence of an unsafe condition such as a leak in the Applicant's piping system which, in Company's sole opinion, may endanger life or property;

d) The Applicant is indebted to the Company for the same class of utility service at the same or another service location within the Company's system; or

e) Delinquency in payment for gas service by another occupant if that person still resides at the premises to be served.

The right to refuse service shall terminate when the Applicant has complied with the Company's requirements or corrected the cause for the refusal to serve.

5.7 REASONABLE TIME

The Company shall have a reasonable amount of time to institute service following application therefore or execution of an agreement for service. The time may vary depending on approvals and permits required, the extent of the facilities to be built, and the Company's workload at the time.

METERING AND DELIVERY OF GAS

6.1 METER LOCATION

The Company shall have the sole right to determine the location of the meter in accordance with the needs of the service.

Each Applicant shall furnish and subsequently maintain a suitable location on his or her premises for the Company's meter and related facilities at a point selected by the Company. Meters shall be located where they will be safely accessible for reading and service, adequately ventilated and not subject to damage. Meters shall not be located within any enclosed area unless the enclosure is solely intended as a meter house. It may be necessary for the Company to install bollards or guard posts around the meters for safety.

6.2 POINT OF DELIVERY

The point of delivery of gas sold by the Company to the Customer shall be at the outlet side of the Company's meter, provided that in those cases in which the Customer owns a section of the

underground pipe between the Customer's property line and the meter, the point of delivery shall be at the property line. The title of all gas sold by the Company to the Consumer shall pass from the Company at the point of delivery. The point(s) of delivery and point(s) of redelivery for Transportation Service shall be as provided in the contract entered into between the Customer and the Company.

6.3 MULTIPLE METERS

Each Customer or group of Customers located on the same lot or tract of land may be served from a single meter location. The Company may, at its option, permit additional meter locations to simplify installation of facilities or provide better service. Whenever more than one meter location is permitted for the same Customer, the Company shall bill the usage through each meter separately, provided that any combined billings in effect at the time of adoption of this Tariff may be continued until the affected Customer discontinues service or upon order by the Regulatory Authority.

6.4 CONNECTION TO COMPANY FACILITIES

No Consumer shall make any connection or alteration of any kind on any of the Company's facilities upstream of the Company's meter or shall permit any other person to make such connection or alteration.

INSTALLATION OF EQUIPMENT

7.1 EQUIPMENT FURNISHED BY THE COMPANY

The Company shall furnish and install at its expense, the service pipe from the Company's existing main to the property line nearest the meter and the equipment related thereto, including meter valve and service regulator. Whenever the meter is located at any point other than the property line, the Company shall determine the estimated cost of that portion of the service between the property line and the meter set. This estimate shall be based on the size and footage to be installed, and charged in accordance with Section 8 and other applicable provisions of this Tariff. Although affixed to or buried in the Customer's property, the entire service and meter set shall become the property of the Company and shall be operated and maintained by the Company.

7.2 EQUIPMENT FURNISHED BY THE APPLICANT

The Applicant shall furnish and install at his or her expense, all piping and equipment required to conduct and utilize the gas furnished, from the outlet of the meter set to the point(s) of utilization and those portions of the service line and meter set not furnished by the Company as described in Section 7.1 above. The adequacy, safety and compliance with applicable codes and ordinances shall be the responsibility of the Applicant and no action of the Company in accordance with this Tariff shall release the Applicant of the responsibility for the facilities installed by him or her.

7.3 STATUTES, CODES AND ORDINANCES

All piping and installations owned by the Applicant shall comply with all applicable legal requirements, whether federal, state, county, municipal or otherwise and shall be properly designed for the pressures and volumes to be handled. In those locations where there are no applicable state or

local requirements the applicable provisions of the National Fuel Gas Code 54; ANSI Z223.1 and any amendments thereto shall apply.

7.4 CHECKS AND TESTS

The Company shall have the right to check new installations prior to initiation of service and to make any test of the Applicant's facilities it deems necessary.

7.5 REFUSAL TO SERVE

The Company shall refuse service to any Applicant who refuses entry for observation or whose facilities do not comply with the applicable provisions of this Tariff. The right to refuse service shall terminate with the correction of the condition(s) which was cause for refusal. Initiation of service, however, shall not be considered to be acceptance or approval by the Company of such facilities.

EXTENSION OF FACILITIES

8.1 EXTENSION OF MAINS

The Company shall install the necessary facilities to provide service to Applicants whose premises are located beyond the Company's existing distribution facilities in accordance with the provisions of this Section. The expenditure for such extensions must either be cost justified or the Applicant(s) and Company must mutually agree to terms that justify the installation.

8.2 DESIGN AND COST OF FACILITIES

As soon as practical after an application for service is received, the Company shall determine the extent of the facilities required to serve the new business and the cost thereof. This cost shall include all amounts to be spent for system improvements necessary to deliver the required gas, such as mains, regulator and meter stations, upgrading and/or reinforcement, all in accordance with the Company's current practice. Whenever the Company chooses to install facilities of greater capacity than would be required to serve the new business for which the application is being made or to permit supply from another source, the estimate of costs shall be based on only the size and capacity normally used to serve requirements similar to that of the Applicant.

8.3 ALLOWANCE FOR NEW BUSINESS

The Company shall also determine the number of existing permanent Customers located along the route of the extension expected to be served therefrom. To be included, the occupant of each premise must request service and demonstrate capability for using such service through a major gas burning appliance. Single or groups of individually owned mobile homes shall be included only if the wheels and hitch have been removed from each mobile home and/or substantial improvements have been made to the property. Mobile home parks may be served either through a master meter or individual meters served by a Company-owned system, provided that required mains can be installed and dedicated streets or rights-of-way have been provided to the Company for installation of facilities as evidenced by agreement executed on the Company's form. An allowance to be determined by the Company may be given for each Customer whose premises exist at the time of application to be served from the proposed main extension. In order to qualify for this allowance, the Customer must file an application and agree to initiate gas service upon completion of the Company's facilities.

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area

8.4 ADVANCES

The mutually agreed upon terms will determine the amount of advance required. The Applicant shall have 30 calendar days after notification of the amount required to execute an extension agreement on the Company's form and pay the required advance. At the end of that time, the Company may revise its estimates to reflect any changes in costs or conditions which will affect the amount of the advance. The Company may waive collection of any advance based on an economic analysis of the project.

8.5 CONSTRUCTION OF FACILITIES

As soon as practical after the advance has been paid or it has been determined that no advance will be required, the Company shall begin construction of the required facilities and thereafter prosecute the work with reasonable diligence. The Company shall not be responsible for delays in the construction of the facilities occasioned by events or conditions reasonably beyond the Company's control. Whenever the construction of the new facilities requires the acquisition of rights-of-way across the Applicants(s) land(s), these rights-of-way shall be provided by the Applicant(s) in the Company's name and on its form at no cost to the Company (except for fees involved in the recording of documents).

8.6 REVIEW OF ADVANCES

The Company shall review each extension agreement on the first anniversary of the signing of that agreement. Upon the Applicant(s) request if the extension provided for in the agreement has not been installed through no fault of the Company, the agreement shall be considered to be terminated and a complete refund made to the Applicant(s). Once the extension has been installed and service has been initiated, the Company shall thereafter review the extension agreement at its second through fifth execution date. At each review, the number of Customers then served directly from the extension shall be compared with the number served on the last prior anniversary date. A refund, shall be given for each additional Customer served, based on mutually agreed upon terms provided that the total of the refunds given does not exceed the cost of the extension of facilities.

8.7 REFUND LIMITATIONS

The Company may, at its sole option, make a refund at any time. In no case, however, shall a refund be given unless the number of Customers then served is greater than the number for whom refunds have previously been given. No refund shall be given which shall cause the total refunds to be greater than the total amount of the advance. No interest shall be paid on any advance made under the provisions of this Section. At the end of the five year period, any remaining amount of the advance shall be retained by the Company as a contribution in aid of construction.

8.8 DELIVERY OF REFUNDS

Upon Applicant(s) request, when a refund is due, a check in the appropriate amount and a letter setting forth the method of calculation of the refund and the balance remaining un-refunded shall be made to the person or business in whose name the extension agreement is made or to his or her assignee. If that letter is returned undelivered, the check shall be cancelled and the next review made without regard to that refund. All sums described in this Section which are returned undelivered and remain unclaimed in the Company's possession for a period of six months following expiration of the

five year period of the extension agreement shall be retained by the Company and considered a contribution in aid of construction.

CUSTOMER-OWNED SYSTEMS

9.1 INDIVIDUALLY METERED SYSTEMS

The Company shall not render service to any Customer through a meter not connected to a system owned by the Company or one of the Company's suppliers.

9.2 MASTER METERS

The Company shall provide service through a master meter into the piping systems of others to be distributed to more than one Consumer, except when the gas served is resold to those Consumers on either a commodity or separate cost of service basis; provided, however, that those Customers purchasing gas for redistribution to the Customer's own tenants only on the Customer's premises may separately meter each tenant distribution point for the purpose of prorating the Consumer's actual purchase price of gas delivered among the various tenants on a per unit basis, and further provided that the provisions of this Section 9 shall not preclude the Company from supplying natural gas to a third party for resale to the public as fuel for natural gas powered vehicles (NGV's).

SECURITY DEPOSITS

10.1 REQUIREMENTS

The Company shall require a security deposit from any present or prospective Customer in accordance with Sections 5.5 and 19.1 of this Tariff to guarantee payment of bills, and from any present Customer who during the last 12 consecutive months has on more than one occasion paid their utility bill after becoming delinquent. However, the deposit requirement may, at the option of the Company be based on annual usage experienced at the particular address with application of one-sixth of the annual amount as determined as the required deposit. If actual use is at least twice the amount of the estimated billings, a new deposit requirement may be calculated and an additional deposit may be required within two days. The deposit shall be refunded to residential Customers when the Customer has paid 12 consecutive bills without having service disconnected for non-payment, and without having one or more occasion in which a bill was delinquent or a payment was returned, and the Customer is not currently delinquent.

10.2 RECEIPTS

The Company shall maintain such records as may be necessary to permit any Customer to receive any deposit return to which he or she is entitled without presentation of the receipt. A record of any unclaimed deposits shall be maintained by the Company for at least 4 years.

10.3 INTEREST

The Company shall pay interest on all security deposits for the time held at the rate as set by the Public Utility Commission annually except when

a) The deposit is held 30 days or less;

b) Notice is sent to the Customer's last known address that the deposit is no longer required;
c) The service to which the deposit relates has been discontinued; or
d) All or any part of the deposit has been applied to a delinquent account.

Interest on deposits earned during the preceding year shall be paid to the Customer during the first quarter of each calendar year. Payment shall be made either by check or as a credit on the monthly bill at the Company's option.

10.4 RETURN OF DEPOSITS

Deposits on residential accounts returned to the Customer in accordance with Section 10.1 above shall be applied in the first calendar quarter following the month in which the good payment record is established. Whenever the deposit of any Customer is returned to the Customer, the Company shall pay all previously unpaid interest with the payment.

10.5 ACCEPTABLE FORMS OF DEPOSIT

Any one of the following forms of credit security may be accepted from Customers and Applicants for service:

a) A cash deposit of as much as one-sixth (1/6) the estimated annual billings for service requested; but no less than the minimum deposit set forth in Section 21.2;

b) A nontransferable, irrevocable letter of credit from an established financial institution, payable for as much as one-sixth (1/6) the estimated annual billings for services requested and, which can be drawn on for a minimum of two (2) years; but no less than the minimum deposit set forth in Section 21.2; or

c) A surety bond issued by a reputable insurance company which can be drawn on for a minimum of 2 years.

10.6 FRANCHISE AGREEMENTS

To the extent the terms of a franchise agreement are inconsistent with this Section, the terms of the franchise agreement controls.

GAS MEASUREMENT

11.1 PRESSURE

The standard serving and measurement pressure shall be 4 ounces (0.25 psig) or 7" Water Column above the standard atmospheric pressure in the area served. The atmospheric pressure and the standard serving pressure determined to be the average in the cities and environs of the Rio Grande Valley Service Area are 14.40 psia and 14.65 psia, respectively.

The Consumer and the Company may, at the Company's option, agree to a higher serving pressure. Service regulators shall be set as close as practical to the standard serving pressure under a load

condition of approximately 10 percent of meter capacity. Increases in serving pressure because of the inadequacy of the Consumer's facilities shall not be permitted.

11.2 UNIT OF MEASUREMENT

The standard unit of measurement shall be one hundred cubic feet (Ccf). A cubic foot shall be defined as the amount of gas which occupies a volume of one cubic foot at the standard serving pressure and at a temperature of 60 degrees Fahrenheit. Whenever the Company delivers gas at any pressure other than the standard serving pressure, volumes shall be corrected to the standard serving pressure in the manner provided in this Tariff, provided however, that such correction may be made to any other standard provided in the rate schedules or special agreement under which the Customer is served. The Company may, at its sole option, waive the correction of measurement for temperature deviation.

11.3 BILLING UNIT

Unless otherwise specified on the rate schedules or by special agreement, Customers shall be billed on the basis of Ccf measured at or corrected to the standard serving pressure. The index of the meter shall be the sole determinant of volumes passing through the meter. Whenever the meter reads directly in hundreds or smaller units, a reading of one-half a billing unit or more (500 Ccf or more) shall be considered a whole billing unit. Readings of less than one-half a unit shall be disregarded for billing. In those cases in which heating value is used as the billing unit, the calculation of the heating value in BTU's shall be made in accordance with Section 11.7 of this Tariff.

11.4 PRESSURE CORRECTION - STANDARD METERING

Whenever gas is delivered to any Customer served under a rate schedule which provides for standard metering, the Company shall correct actual volumes measured to volumes which would have been measured if the gas had been delivered at the standard serving pressure. Corrections shall be made by one of the following methods:

a) The Company may install pressure or pressure and temperature compensating measurement equipment whenever the cost of this equipment is justified by the volumes served. Such measurements shall be equipped with devices which mechanically or electronically correct the actual measured volumes in accordance with Boyle's Law. Variations in actual atmospheric pressure shall not be considered.

b) The Company may use factor billing whenever the volumes to be delivered are too small to justify special metering. The factor shall be determined by dividing the actual serving pressure by the standard serving pressure, both expressed in absolute units based on the standard atmospheric pressure in the area as specified in Section 11.1 hereof. This factor shall be applied to the measured volumes to determine the correct number of billing units.

11.5 METERING - SPECIAL POSITIVE DISPLACEMENT

Whenever gas is delivered to any Customer served under a rate schedule which provides for special metering and positive displacement or turbine type metering is used, all volumes shall be determined in accordance with the recommendations of the manufacturer of the meter. Meters may be read in actual volumes which shall then be corrected to the standard billing unit or may be furnished with

devices designed to correct the actual volumes to the standard billing units. The following criteria shall be used in the correction of volumes or design and calibration of correcting devices:

a) Pressure correction shall be made in accordance with Boyle's Law. Calculations based on pressure reading on a continuously recording chart shall use the average pressure indicated thereon applied to the measured volumes. Correcting devices shall be set at the specified serving pressure and the service regulators shall be adjusted as close to that pressure as practical. Corrections for deviations from Boyle's Law ("supercompressability") may be made whenever the volumes delivered justify the cost of making such corrections;

b) The flowing temperature of the gas shall be assumed to be 60 degrees Fahrenheit unless temperature correction is provided. Corrections shall be made in accordance with Charles' Law.

c) Whenever a continuously recording instrument is used, the average temperature indicated thereon shall be applied to the measured volumes. The specific gravity of the gas shall be assumed to be the value last indicated by test or reported by the upstream pipeline supplier prior to the installation of the metering facilities. Whenever subsequent reports or tests indicate significant changes in gravity, volume calculations shall be changed prospectively to reflect the new gravity.

11.6 METERING - SPECIAL ORIFICE

Whenever gas is delivered to any Customer served under a rate schedule with provisions for special metering and orifice metering is used, all volumes shall be determined in accordance with the recommendations for measuring gas contained in the American Gas Association's Gas Measurement Committee Report No. 3, Orifice Metering of Natural Gas (1992), and subsequent revisions thereof. Orifice meter charts shall be calculated using a standard integrating device or other method recognized in the industry. The following criteria shall be used in the correction of volumes or design and calibration of orifice metering:

a) Correction for deviation of gas from Boyle's Law shall be made in accordance with Report No. 3.

b) Temperature of gas passing the meter shall be assumed to be 60 degrees Fahrenheit unless suitable equipment has been installed to measure actual flowing temperature. The arithmetical average of the temperature recorded during each meter charge period while the gas is flowing shall be used in the computations of volumes during the period.

c) The standard atmospheric pressure for the area served shall be used for measurement irrespective of any variation in the actual barometric pressure.

d) The specific gravity of the gas shall be assumed to be the value last obtained in a spot test made with a gravity balance, impact type unit or other acceptable method. Tests shall be made as frequently as found necessary to assure accurate measurement.

11.7 BTU MEASUREMENT

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area

The heating value of gas for use in billing shall be defined as the gross thermal value of one cubic foot of gas at a pressure of 14.65 psia and temperature of 60 degrees Fahrenheit on a dry basis. The number of billing units delivered shall be determined by multiplying the heating value determined in accordance with this Section by the volumes delivered during the period, expressed in the same units and measured at, or corrected to 14.65 psia and 60 degrees Fahrenheit, and multiplying by the factor necessary to convert the heating value/measurement units to the billing units provided in the appropriate rate schedule. The heating value of the gas shall be determined using one of the following methods:

a) Processing a continuous sample of the main stream at the meter location through a recording calorimeter of a standard type;

b) Analysis of gas samples accumulated from the main stream at the meter location in a sample bottle of an approved type:

   i) passing the sample through a recording calorimeter of a standard type;

   ii) passing the sample through a flow calorimeter of a standard type; or

   iii) passing the sample through a chromatograph to determine the chemical composition and calculating the total heating value from the sum of the constituents.

11.8 CUSTOMER-OWNED METERS

A Customer may install and operate a meter or any other device to measure gas volumes, pressure, temperature, BTU content or specific gravity downstream of the point of delivery. Unless expressly otherwise agreed to by the Company and Customer, however, the Company's meter and equipment shall be the sole determinant of volumes for Company's billing purposes.

METER READING AND ACCURACY

12.1 METER READING

Meters shall be read as nearly as may be practical on the same day of each calendar month. Whenever a reading of a general service meter is missed or the meter is not registering, the Company shall estimate the amount of gas used during the period. Such estimates shall be based on either -

a) That Customer's use of gas during the same period(s) in previous years;
b) That Customer's normal use of gas during preceding months; or
c) The use of a similar Customer for the period missed.

If practical, an actual reading shall be made after two consecutive estimated bills. All meters in Special Service shall be read at least once a month. Whenever such a meter fails to register or is misread, the amount of gas used during the preceding period shall be estimated using data applicable to that Special Service Customer only. The Company will make a special reading of any meter upon request and payment of a service charge will be made in accordance with Section 21.1. The time of the special reading shall be agreed upon with the Customer so that he or she may be present. If the original reading was in error (subject to consumption between the two readings) the service charge will be refunded to the Customer.

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area

12.2 ACCESS TO THE METER

The Customer shall permit the Company safe access to the meter at all reasonable times for reading thereof and at all reasonable times for reading, maintenance, testing, or replacement of the meter. Upon the Customer's failure or refusal to grant such access, the Company may issue a written notice to the Customer, advising them the situation must be corrected and access granted within 20 days and that failure to do so can result in the disconnection of service and removal of the meter. Additional fees may apply and will be assessed to such Customer as specified in Section 21.1.

12.3 METER ACCURACY

The accuracy limit of all Company meters is established at two percent (2%) fast or slow. Any meter found to be registering outside of the limits of accuracy shall immediately be removed or repaired. As long as the meter is operating within the limits of accuracy, it shall be the conclusive determination as to the quantities of gas delivered to the Customer on whose service it is set.

12.4 METER TESTING AT CUSTOMER REQUESTS

The Company shall have the right to remove and/or test the meter used to determine the quantity of gas delivered. The Customer may request that the Company make a special test of the meter through which he or she is served. Requests for such tests shall be made in writing and the Company shall have 10 days after receipt of the request to remove the meter for testing or to test the meter in place. Tests on removed meters shall be conducted within a reasonable time. If the test is to be performed after the period of presumed accuracy listed by the manufacturer or if the test is to be performed for a residential or small commercial Customer for whom no such test has been performed within the previous four (4) years for the same Customer at the same location, no service charge will be assessed. Otherwise, the Customer shall pay a service charge for such test as specified in Section 21.1.

12.5 BILLING ADJUSTMENTS - GENERAL SERVICE

Whenever it has been determined that a meter reading and the subsequent billing has been in error, the Company shall recalculate the affected bill(s). If the date and amount of the error can be definitely fixed, the Company shall refund or may bill the affected Customer for the entire difference between the actual bills rendered and the amount which should have been billed. If a meter is found to have registered inaccurately (such as a meter found to be registering fast or slow), the Company shall refund or bill an amount equal to the difference between the actual bills rendered and the amount which would have been billed if the meter was 100 percent accurate during the time since the last previous test or six months, whichever is less. If the meter is found not to have registered, then the rebilling shall be limited to a three-month period previous to the time the meter is found not to be registering. The determination of amounts used but not metered is to be based on consumption during other like periods by the same Customer at the same location, when available, and on consumption under similar conditions at the same location or of other similarly situated Customers, when not available. Undercharges billed to the Customer may be repaid in a series of equal installments over a reasonable period of time. This Section shall not apply to meter errors found as a result of routine testing in the Company's or its designee's meter shop.

12.6 PROVISIONS FOR SPECIAL SERVICE

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area

The following modifications shall apply to the provisions of this Section for all Special Service rate schedules and service under special written agreements:

a) Orifice and turbine meters shall be tested at least four times per year at intervals not to exceed 120 days. Should the Customer so elect, tests shall be made in the presence of his or her representative.

b) Whenever a meter is found to be registering above or below the limits of accuracy, adjustment of the bill (either up or down) shall be limited to the monthly billing subsequent to the last meter test. The adjustment shall be made upon the basis of the best data available, using the first of the following methods, whichever is most appropriate:

   i) by using registration of Customer's check meter(s);

   ii) by correcting the error, if the percentage of error is ascertainable by calibration test or mathematical calculation; or

   iii) by estimating the quantity of gas delivered by comparison with deliveries during the preceding period under similar conditions when accurate registration was obtained.

12.7 PERIODIC TESTS

The Company shall make periodic tests of meters, associated devices and instruments to assure their accuracy. Such tests shall be scheduled within the calendar year or earlier, when the interval is stated in years; or within the calendar month, or earlier when the interval is stated in months. The basic periodic test interval shall be no longer than provided for in the manufacturer's recommendations, a copy of which is available upon request.

BILLING AND PAYMENT OF BILLS

13.1 RENDERING OF BILLS

Bills for all service shall be rendered monthly as promptly as feasible after the meter has been read. Bills shall be due and payable in full on or before the due date, which shall be stated on the face of the bill and shall not be earlier than fifteen (15) days after the bill is mailed (including electronic mail). Bills shall be considered to have been rendered when deposited in the United States Mail with postage prepaid thereon or, when the customer has elected to receive billings via electronic mail, when the electronic document has been sent. Payment shall be considered received when the correct amount has been received through a company authorized payment method. If not paid by the date due, the bill shall be considered delinquent.

13.2 BILLING PERIOD

Bills shall be rendered at regular monthly intervals unless otherwise authorized or unless service is rendered for a period of less than a month.

13.3 ESTIMATED BILLS

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area

In the event any meter cannot be read at the end of the billing period, the Company shall bill the Customer on the basis of an estimated consumption determined in accordance with Section 12.1 of this Tariff. The next bill based on actual reading after an estimated bill shall make any corrections necessary to bring the Customer's account to a current status for the actual consumption.

13.4 DISPUTED BILLS

a) In the event of a dispute between the Customer and the Company regarding the bill, the Company will make such investigation as is required by the particular case and report the results to the Customer. If the Customer wishes to obtain the benefits of subsection b) of this Section, notification of the dispute must be given to the Company prior to the date the bill becomes delinquent. In the event the dispute is not resolved, the Company shall inform the Customer of the complaint procedures of the appropriate regulatory authority.

b) Notwithstanding any other subsection of this section, the Customer shall not be required to pay the disputed portion of the bill which exceeds the amount of that Customer's average usage for the billing period at current rates until the earlier of the following: resolution of the dispute or the expiration of the 60-day period beginning on the day the disputed bill is issued. For purposes of this section only, the Customer's average usage for the billing period shall be the average of the Customer's usage for the same billing period during the preceding two years. Where no previous usage history exists, the average usage shall be estimated on the basis of usage levels of similar Customers and under similar conditions.

13.5 PAYMENT RE-PROCESSING FEE

The Company may charge or add to the Customer's account and collect a fee (as provided in Section 21.1d) to recover costs for reprocessing any payment, including paper check, electronic transfer payment, and debit and credit card payment, that has been rejected or returned to the Company by the bank for any reason other than bank error.

13.6 E-BILL

The Customer may at its option receive bills and notices via electronic mail, thereby eliminating paper bills and notices.

13.7 ALTERNATIVE PAYMENT OPTIONS

The Company may, at its option and discretion, contract with vendors to provide various payment options to Customers for paying their bills for gas service and to collect such payments. These alternative payment options may be performed electronically, telephonically, and/or may include payment by automatic bank draft, credit card, debit card, check, or cash.

QUALITY OF GAS

14.1 HEATING VALUE

Gas delivered to Consumers in all service areas shall have an average gross heating value of at least 900 British Thermal Units per cubic foot measured when saturated with water vapor at a pressure of 14.65 psia and temperature of 60 degrees Fahrenheit. Gas of lesser heating value may be delivered

for short periods, providing that the average heating value for the calendar month in which the reduction occurs is equal to or greater than the standard and that the burning characteristics of the gas are not significantly altered.

14.2 CHARACTER OF GAS

All gas furnished to Consumers in the Rio Grande Valley Service Area shall be of merchantable quality suitable for use in standard gas burning appliances. Merchantable quality shall mean that the gas must be commercially free from dust, resins, water and hydrocarbons in liquid form at the pressure and temperature at which the gas is delivered.

14.3 ODORIZATION

All gas shall be odorized with a chemical odorant at a sufficient rate to make it readily detectable. Gas containing enough natural odorant as prescribed by the Railroad Commission of Texas need not be odorized unless the odorant level drops below the acceptable level.

SERVICE WORK

15.1 CERTAIN SERVICES PROVIDED AT NO CHARGE

When a Customer or Consumer smells or detects natural gas and contacts the Company, the Company shall provide to the Consumer at no-charge to the Customer or Consumer leakage and pressure investigations to ensure that unsafe conditions do not exist. Where leakage or unsafe conditions are determined by the Company to be in the Customer's or Consumer's piping or equipment, the Customer or Consumer will be so advised and service will be discontinued until such time that all leakage and other unsafe conditions have been properly corrected by the Customer or Consumer. In addition, when service is initiated, gas air adjustments on a standard domestic and commercial gas range and water heater will be made.

Any other work performed on any Consumer's appliances or housepiping will be on a charge basis.

15.2 OTHER SERVICE

The Company may have personnel available for and may undertake other service work on the Consumer's premises on a charge basis, as time permits. Charges shall be made at the Company's standard rate in the Service Area and such work and the associated revenues and costs shall be considered non-utility.

15.3 EXPEDITED SERVICE

A Customer may request an expedited service. Charges may apply. (See Section 21 – Fees and Deposits)

15.4 NO ACCESS

A fee may be charged to a Customer who requests a specific time for service, if the Company agrees to the time, sends appropriate personnel to the appointed location and the Customer is not present to allow access to the premises. (See Section 21 – Fees and Deposits)

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area

15.5 MATERIALS OR EQUIPMENT FURNISHED BY THE COMPANY

The Company shall furnish and install the service pipe, and equipment related thereto, including meter valve and service regulator, from the Company's main to the Customer's meter. Although affixed to or buried in the Customer's property, the entire service line and meter set shall become the property of the Company and shall be operated and maintained by the Company.

15.6 MATERIALS OR EQUIPMENT FURNISHED BY THE APPLICANT

The Applicant shall furnish and install at his or her expense all piping, conversions of existing equipment, and appliances required to conduct and utilize the gas furnished by the Company. The adequacy, safety, and compliance with applicable codes and ordinances of piping, conversion equipment and appliances shall remain the responsibility of the Applicant and no action of the Company in accordance with this Tariff shall release the Applicant of the responsibility to furnish and install the facilities required by this Section.

15.7 CODES AND ORDINANCES

All piping, installations, and conversion equipment owned by the Applicant shall comply with all applicable federal, state, and city ordinances and shall be properly designed for the pressures and volumes to be handled. Where there are no appropriate ordinances, the applicable provisions of the National Fuels Gas Code 54; ANSI Z223.1, and any amendments thereto shall apply.

15.8 INSPECTIONS AND TESTS

The Company shall have the right to inspect new installations and/or conversions of appliances and equipment prior to initiation of service and to require any test or repair of the Applicant's facilities it deems necessary.

15.9 REFUSAL TO SERVE

The Company shall refuse service to any Applicant who refuses Company or Company's representatives access to or entry for observation or whose facilities do not comply with the applicable provision of this Tariff. The right to refuse service shall terminate upon satisfactory correction of the condition that was the cause for refusal. Initiation of service, however, shall not be considered acceptance or approval by the Company of such facilities.

MAINTENANCE OF EQUIPMENT

16.1 MAINTENANCE BY COMPANY

The Company shall maintain all facilities owned by it and shall be responsible for the safe conduct and handling of the gas until it passes the point of delivery. The Company's representative shall have the right to enter the Customer's premises at any reasonable time, in the event of an emergency at any time, to read the meter or make any necessary inspection, repair, adjustment, or replacement of any property owned by the Company.

16.2 MAINTENANCE BY THE CUSTOMER

The Customer shall maintain all facilities owned by him or her and shall be responsible for the safe conduct and handling of the gas after it passes the point of delivery. The Customer shall remove, repair or adjust any Customer-owned property which may pose a threat of damage to the property of the Company. The Customer shall take all reasonable means to assure that no one other than an employee of the Company shall adjust, repair, disconnect or change the meter or other Company facilities in any way. In case of loss or damage to the Company's property from the negligence or willful acts of the Customer or Consumer or the Customer's or Consumer's representatives, the Customer will reimburse the Company for all costs of repairing or replacing the damaged property, including any costs of collection such as attorney's fees.

16.3 LEAKS - RIGHT TO DISCONNECT FOR

The Customer or Consumer shall give the Company notice of any leaking or escaping gas as soon as it is detected. Upon receipt of this notice, the Company shall investigate the matter as promptly as feasible under the circumstances. If the Company's test indicates leakage in the Customer's or Consumer's facilities, the Company shall have the right to disconnect service immediately until the Customer or Consumer has had the condition corrected. If leakage is found to be from Company owned facilities, the Company shall have the right to disconnect service for a reasonable period of time until it can be corrected by the Company. The Company shall have the right to disconnect service immediately if any of the Customer's or Consumers appliances or equipment is, in the Company's opinion, operating in an unsafe manner.

16.4 FACILITIES CURRENTLY OWNED BY THE CUSTOMER

Any facilities downstream of the meter installed by the Customer shall remain the property and responsibility of the Customer. Whenever the condition of the facility is such that replacement is required, the work shall be done by the Company pursuant to the provisions of Section 16.7 of this Tariff. New facilities will continue to be installed pursuant to Sections 7.1 and 7.2 of this Tariff.

16.5 RESPONSIBILITY

Nothing in this Section shall make the Company responsible for the safe upkeep of any Customer or Consumer-owned facilities.

16.6 RELOCATION OF COMPANY FACILITIES

a) A charge of not more than actual cost may be made for relocating a meter or other Company equipment on the same premises at the request of the Customer or Consumer.

b) If the Company shall for its own convenience and not for the safety or convenience of the Customer, change the point of delivery or change the location of its equipment on private property, the Company shall bear the expense.

16.7 REPLACEMENT OF CUSTOMER-OWNED PIPING

a) When repair or replacement of Customer-owned piping becomes necessary due to deterioration of the line, damage to the line (except when caused by Customer or Customer's agent), relocation of the Company's distribution main, or for other safety reasons, the Company will relocate

Customer's meter to the exterior of the building wall, as close as possible to the existing stub out (where piping exits the structure), and will replace the service piping up to the stub out. The Company will own and be responsible for all service piping from the main line to the meter, and Customer will own and be responsible for all piping from the meter to the building.

b) The Customer may be billed for all costs of the meter relocate and pipeline replacement.

c) In the absence of any provision contained in a deed of dedication authorizing the Company to install the service piping and meter on Customer's premises, the owner of the premises shall execute an agreement establishing the meter location, authorizing the Company to install or replace the line, and granting Company access for such work. If the Customer or owner of the premises refuses to give Company personnel or Company authorized personnel appropriate access to the property for purposes of installation, the Customer will retain responsibility for his/her facilities and shall bear the expense of any replacement or repairs.

DISCONTINUANCE OF SERVICE

17.1 BY CUSTOMER

The Customer shall be responsible for all charges for gas service from the time Customer gives notice of the intention to discontinue service until the Company has read the meter or for five working days from the date of such notice, whichever is the shorter period of time.

17.2 FOR NON-PAYMENT

The Company shall have the right to discontinue service to any Customer for non-payment of bills or other charges authorized by this Tariff or the applicable rate schedules, following the due date specified in Section 13.1 hereof. Before discontinuing service for non-payment, the Company shall mail a separate written notice to the Customer in English and Spanish with the words "TERMINATION NOTICE" or similar language prominently displayed. This notice shall include a telephone number to contact the Company, the amount of the delinquent bill and the date by which the bill must be paid to avoid disconnection; and a statement of how to contact the Company in case of illness or other emergency. If a representative of the Company makes an attempt to collect a past due amount, a collection fee per visit shall be assessed to such Customers as specified in Section 21.1.

No Customer shall be disconnected for non-payment:

a) Within a period of 5 working days after mailing of the notice or the day following the date indicated in the notice, whichever is the later time.

b) After full payment of the delinquent bill except when there is not sufficient time to advise Company's service personnel of receipt of the payment.

c) Before 7:00 AM or after 7:00 PM on any day or on Friday, Saturday, Sunday, Holiday, or day before a holiday unless Company personnel are available the following day for the purpose of making collections or reconnecting service.

d) If within 5 working days after the date of delinquency of the bill the Company receives a written request from the Customer not to discontinue service for health reasons and the request

is accompanied by a written statement from a licensed physician. Upon receipt of such request, the Company will suspend termination of service for a period up to 20 days. The Customer shall sign an installment agreement which provides for payment of such service along with timely payments for subsequent monthly billings.

17.3 SPECIAL CONDITIONS

The Company shall have the right to discontinue service to any Consumer for any of the following reasons:

a) Without notice for the presence of what the Company considers to be an unsafe condition on the Consumer's premises or if an emergency exists;

b) Without notice for willful destruction or damage to or tampering with the Company's property by the Consumer or by others with knowledge or negligence of the Consumer;

c) Within 5 working days after written notice if the Consumer uses his or her equipment in any way which causes or creates a potential for adverse affect on the Company's service to others;

d) Without notice if failure to curtail by such Consumer endangers the supply to Consumers in Priority Class A or B;

e) 5 working days after written notice from the Company for refusal to grant Company personnel or its designee's access to the Consumer's premises at any reasonable time for any lawful purpose;

f) 5 working days after written notice from the Company for use, sale or delivery of gas in violation of the provisions of this Tariff or violation of any applicable laws, orders or ordinances, provided that disconnection may be made without notice if the violation creates an unsafe condition;

g) For Customers acquiring their own supplies of gas, the Company may discontinue service upon request of a Supplier, provided however, that the Supplier represents to the Company that notice has been given to the Customer by the Supplier of delinquency in payment at least five working days prior to Supplier's request for disconnection, and provided that Supplier agrees to indemnify and hold harmless the Company from any potential resulting liability;

h) If a Customer fails to uphold the terms of an individual installment agreement or contract; or within 5 working days after written or electronic notice, for Consumers enrolled in e-bill, that any payment including paper check, electronic transfer payment, and debit or credit card payment, that has been rejected or returned to the Company by the bank.

17.4 RIGHT OF ENTRY

The Company shall have the right to enter the Consumer's premises at any reasonable time to shut off service in accordance with this Tariff and to remove its meter and any other Company property. If the Company is required to take legal action to enforce its rights hereunder, the Company shall be entitled to recover all of its necessary expenses and fees including, but not limited to attorneys' fees.

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area

17.5 ABANDONMENT OF SERVICE

Unless requested by the Customer, service shall not be abandoned (permanent disconnection of any Customer other than a temporary Customer) without permission of the Regulatory Authority. Failure of the Customer to request reinstitution of service within a reasonable period of time after disconnection shall be considered a request for permanent discontinuance of service.

RE-ESTABLISHMENT OF SERVICE

18.1 FOR NON-PAYMENT

When service has been disconnected for non-payment, the Company shall require that the Customer pay the total amount of his or her account then due plus the prescribed reconnect fee or make satisfactory arrangements for that payment before service is reinstituted. In addition, the Company shall require that the Customer re-establish satisfactory credit in accordance with Section 5 of this Tariff.

18.2 FOR OTHER REASONS

If disconnection has been made by the Company for reasons other than non-payment, service shall not be reinstated until the condition for which it was terminated has been corrected to the Company's satisfaction. The Customer shall also be required to pay a reconnect fee before service is turned on. When service has been disconnected at the Customer's request for a period of one year or more, the request for service shall be treated as a new application. When service has been disconnected for less than one year, the request shall be treated in the same manner as a disconnection for non-payment.

18.3 RECONNECTION

The Company shall restore service as soon as feasible after receipt of a reconnection request and compliance with the requirements of this Section. The Company shall charge a non-refundable reconnection fee for all Customers in accordance with Section 21.1. The restoration of service will be accomplished as expeditiously as scheduling permits. If the Customer requests service after hours or earlier than reconnection would otherwise be scheduled, the Company shall offer expedited service in accordance with Section 21.1. Customer shall be advised that an additional fee will be charged and must agree to pay such charge. In the event the Company is required to make more than one call because the reason for disconnection has not been properly corrected, the reconnect fee may be charged for each call made. No fee shall be charged for any reconnection made after disconnection due to Company's operation. See Section 21.1 for fees.

NOTICE

19.1 GENERAL

Notice is required for all matters in this Tariff other than billing and payment of bills, which shall be deemed to have been given by the Customer when a letter with postage prepaid has been deposited in the United States Mail addressed to the Company at the office specified on the front sheet of this Tariff, and to the Customer when addressed to Customer at his or her last known service address, or to either party when directly communicated to the other party in person or by telephone.

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area

AVERAGE BILL CALCULATION PLAN

20.1 DESCRIPTION-RESIDENTIAL

Any residential Customer may elect to participate in the Company's Average Bill Calculation Plan ("ABC Plan"), or as such ABC Plan may be modified from time to time for payment of charges for gas service. In the event the Company modifies the ABC Plan, the Company shall notify individual Customers of those changes when the Customer requests enrollment. In general, the conditions under which a Customer may participate in the ABC Plan are set forth below:

a) The Company reserves the right to adjust the monthly ABC Plan payments of any Customer at any time for changes in conditions or rates;

b) The Company shall advise each Customer in the ABC Plan of the monthly ABC Plan payment to be paid by the Customer. Each participating Customer will receive a regular monthly gas bill which will reflect actual consumption and charges for that billing month and the amount of any debit or credit balance before the payment of that month's ABC Plan payment. The Customer shall continue to pay the monthly ABC Plan payment amount each month for gas service, notwithstanding the current gas service charge shown on the bill;

c) In addition to the monthly ABC Plan amount, any other charges incurred by the Customer shall be paid monthly when due;

d) Interest shall neither be charged to the Customer on accrued ABC Plan debit balances nor paid by the Company on accrued ABC Plan credit balances;

e) Any amount due the Customer or the Company will be settled and paid at the time a Customer, for any reason, ceases to be a participant in the ABC Plan;

f) Any Customer's participation in the ABC Plan may be discontinued by the Company if the monthly plan payment has not been paid on or before the due date of the monthly plan payment; and

g) If any Customer in the ABC Plan shall cease, for any reason, to participate in the ABC Plan, then the Company may deny that Customer's reentry into the ABC Plan until the following year.

FEES AND DEPOSITS

21.1 FEES

a) Initiation of Service:

i) Connect: (Section 5.4) $35.00

A connection fee shall be charged to any Applicant for the cost involved in initiation of service. This fee shall be charged when a meter is set and/or gas turned on.

ii) Read-In: (Section 5.4) $10.00

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area

A read-in fee shall be charged to any Applicant for the cost involved in initiation of service. This fee shall be charged when only a meter reading is required.

iii) Special Handling & Expedited Service: (Sections 5.4 and 15.3)

In addition to initiation of service fee above, a fee may be charged to any Applicant whose request to initiate service cannot be worked during normal business hours or requires special handling. Applicant must be advised that an additional fee will be charged and must agree to pay such charge. These charges include:

1) Special Handling $6.00

The Company may, at Applicant or Customer's request, provide special handling in order to meet the Applicant or Customer's requirements. Special handling does not include calling the Applicant/Customer in advance or A.M. or P.M. scheduling.

2) Expedited Service and Overtime Rate $67.50

The Applicant or Customer's request for expedited service may be scheduled at any time to fit the Company's work schedule, and an Expedited Service charge shall be collected. The Company shall not be obligated to provide Expedited Service when the personnel and resources to do so are not reasonably available.

b) Services - Others As stated below

Whenever service is furnished from the facilities of others and the Company must pay any special fees to the supplying Company, the Applicant may be requested to reimburse the Company for such charge.

c) Customer Requested Meter Test: (Section 12.4)

Positive Displacement	Charge
Up to 1500 cubic feet per hour	$80.00
Over 1500 cubic feet per hour	$100.00
Orifice Meters	
All sizes	$100.00

d) Payment Re-processing Fee: (Section 13.5) $25.00

e) Collection Fee: (Section 17.2) $12.00

A Collection Fee shall be charged to any Customer whose failure to respond to a termination notice necessitates the dispatch of a Company representative to attempt collection of payment from Customer.

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area

f) Reconnect Fees: (Section 13.3) $35.00

A reconnect fee shall be charged to any Customer whose service is terminated and then re-initiated unless terminated in error by the Company. This fee is the same as the Standard Initiation Fee charged for new service.

(i) Regular Labor and After Hours Rates $45.00 (Regular)
$67.50 (After Hours)

Charge for non-routine services including but not limited to repeat high bill investigations and building meter loops.

g) Special Read: (Section 12.1) $10.00

A special read fee shall be charged for customer requested reading of a meter of which estimated billing has been made. This is not in connection with Section 12.4.

h) Meter Exchange (Customer Request): (Section 16.6) $100.00 without ERT
$150.00 with ERT

A fee will be charged for customers requested meter exchanges when a meter is working properly or is done for the customer's convenience.

i) Unauthorized Consumption (Section 16.2) $20 plus expenses

Charges for the replacement of an illegally broken meter seal or locking device to the Customer who could be reasonably expected to benefit from gas service received through said meter.

j) No Access Fee (Section 15.4) $10.00

A fee charged to a Customer who schedules an appointment but fails to appear.

k) Meter Removal Fee (Section 12.2) $50.00

l) Account Research Fee $25.00/hr

A fee will be charged for Customer account information requiring research of accounting/billing information.

m) Excess Flow Valve Installation Fee $400.00

Pursuant to Code of Federal Regulations, §192.383(d) a fee for installation of an excess flow valve (EFV) will be assessed when a Customer requests such installation on the Customer's service line. The EFV will be installed at a date mutually agreeable to both Company and Customer, but after January 1, 2018. The Company reserves the sole right to conduct any required maintenance that may result from the installation. The customer shall be assessed a one-time installation fee.

TEXAS GAS SERVICE COMPANY
Rio Grande Valley Service Area

n) Meter Tampering – Residential: (Section 16.2) $100.00

A fee will be charged to repeat customers who knowingly tamper with Company property (i.e. broken meter locks, broken stop cocks, tampered meter dials, and broken meter blind seals).

21.2 DEPOSITS

a) Advances: (Section 8.4) As stated below

Estimated expenditure to serve the premises of new business beyond the existing distribution facilities of the Company.

b) Customer Deposits: (Section 10.1) As stated below

Minimum deposit residential:	$75.00
Minimum non residential deposit:	$250.00

TEXAS GAS SERVICE COMPANY **RATE SCHEDULE NO. 1-INC**
Rio Grande Valley Service Area **Page 1 of 4**

COST OF GAS CLAUSE

A. APPLICABILITY

This Cost of Gas Clause shall apply to all general service rate schedules of Texas Gas Service Company ("Company") in all its incorporated areas in the Rio Grande Valley Service Area including Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

B. DEFINITIONS

1. Cost of Gas - The rate per billing unit or the total calculation under this clause, consisting of the Commodity Cost, the Reconciliation Component, any surcharges or refunds, Uncollectible Cost of Gas, and the revenue associated fees and taxes.

2. Commodity Cost - The Cost of Purchased Gas multiplied by the Purchase Sales Ratio plus an adjustment for any known and quantifiable under or over collection prior to the end of the reconciliation period.

3. Cost of Purchased Gas – The estimated cost for gas purchased by the Company from its suppliers or the estimated weighted average cost for gas purchased by the Company from all sources where applicable. Such cost shall include not only the purchase cost of natural gas, but shall also include all reasonable costs for services such as gathering, treating, processing, transportation, capacity and/or supply reservation, storage, balancing including penalties, and swing services necessary for the movement of gas to the Company's city gate delivery points. The cost of purchased gas may also include costs related to the purchase and transportation of Renewable Natural Gas (RNG). Renewable Natural Gas is the term used to describe pipeline-quality biomethane produced from biomass. The cost of purchased gas shall also include the value of gas withdrawn from storage and shall include gains or losses from the utilization of natural gas financial instruments which are executed by the Company in an effort to mitigate price volatility.

4. Reconciliation Component - The amount to be returned to or recovered from customers each month from December through August as a result of the Reconciliation Audit.

5. Reconciliation Audit - An annual review of the Company's books and records for each twelve-month period ending with the production month of August to determine the amount of over or under collection occurring during such twelve-month period. The audit shall determine: (a) the total amount paid for gas purchased by the Company (per Section B(3) above) to provide

COST OF GAS CLAUSE
(Continued)

service to its general service customers during the period, including prudently incurred gains or losses on the use of natural gas financial instruments, (b) the revenues received from operation of the provisions of this cost of gas clause reduced by the amount of revenue associated fees and taxes paid by the Company on those revenues, (c) the total amount of refunds made to customers during the period and any other revenues or credits received by the Company as a result of relevant gas purchases or operation of this Cost of Gas Clause, (d) the total amount accrued during the period for imbalances under the transportation rate schedule(s) net of fees and applicable taxes, (e) the total amount of Uncollectible Cost of Gas during the period and (f) an adjustment, if necessary, to remove lost and unaccounted for gas during the period for volumes in excess of five (5) percent of purchases.

6. Purchase/Sales Ratio - A ratio determined by dividing the total volumes purchased by general service customers during the twelve (12) month period ending June 30 by the sum of the volumes sold to general service customers. For the purpose of this computation all volumes shall be stated at 14.65 psia. Such ratio as determined shall in no event exceed 1.0526 i.e. 1/(1 - .05) unless expressly authorized by the applicable regulatory authority.

7. Reconciliation Account - The account maintained by the Company to assure that over time it will neither over nor under collect revenues as a result of the operation of the Cost of Gas Clause. Entries shall be made monthly to reflect: (a) the total amounts paid to the Company's supplier(s) for gas applicable to general service customers as recorded on the Company's books and records (per Section B(3) above), including prudently incurred gains or losses on the use of natural gas financial instruments, (b) the revenues produced by the operation of this Cost of Gas Clause, (c) refunds, payments, or charges provided for herein or as approved by the regulatory authority, (d) amounts accrued pursuant to the treatment of imbalances under any transportation rate schedule(s), and (e) total amount of Uncollectible Cost of Gas during the period.

8. Uncollectible Cost of Gas – The amounts actually written off after the effective date of this rate schedule related to cost of gas.

C. COST OF GAS

In addition to the cost of service as provided under its general service rate schedules, the Company shall bill each general service customer for the Cost of Gas incurred during the billing period. The Cost of Gas shall be clearly identified on each customer bill.

TEXAS GAS SERVICE COMPANY **RATE SCHEDULE NO. 1-INC**
Rio Grande Valley Service Area **Page 3 of 4**

COST OF GAS CLAUSE
(Continued)

D. DETERMINATION AND APPLICATION OF THE RECONCILIATION COMPONENT

If the Reconciliation Audit reflects either an over-recovery or under-recovery of revenues, such amount, plus or minus the amount of interest calculated pursuant to Section E below, if any, shall be divided by the general service sales volumes, adjusted for the effects of weather, growth, and conservation for the period beginning with the December billing cycle through the August billing cycle preceding the filing of the Reconciliation Audit. The Reconciliation Component so determined to collect any revenue shortfall or to return any excess revenue shall be applied, subject to refund, for a nine (9) month period beginning with the December billing cycle and continuing through the next August billing cycle at which time it will terminate.

E. INTEREST ON FUNDS

Concurrently with the Reconciliation Audit, the Company shall determine the amount by which the Cost of Gas was over or under collected for each month within the period of audit. The Company shall debit or credit to the Reconciliation Account for each month of the reconciliation period: (1) an amount equal to the outstanding over collected balance multiplied by interest of 6 % per annum compounded monthly; or (2) an amount equal to the outstanding under collected balance multiplied by interest of 6 % per annum compounded monthly. The Company shall also be allowed to recover a carrying charge calculated based on the arithmetic average of the beginning and ending balance of gas in storage inventory for the prior calendar month times the authorized rate of return of 7.35 %.

F. SURCHARGE OR REFUND PROCEDURES

In the event that the rates and charges of the Company's supplier are retroactively reduced and a refund of any previous payments is made to the Company, the Company shall make a similar refund to its general service customers. Similarly, the Company may surcharge its general service customers for retroactive payments made for gas previously delivered into the system. Any surcharge or refund amount will be included in the Reconciliation Account.

Refunds or charges shall be entered into the Reconciliation Account as they are collected from or returned to the customers. For the purpose of this Section F, the entry shall be made on the same basis used to determine the refund or charge component of the Cost of Gas and shall be subject to the calculation set forth in Section (E) Interest on Funds, above.

G. COST OF GAS STATEMENT

The Company shall file a Cost of Gas Statement with the Regulatory Authority by the beginning of each billing month. The Cost of Gas Statement shall set forth: (a) the estimated Cost of Purchased

COST OF GAS CLAUSE
(Continued)

Gas; (b) that cost multiplied by the Purchase/Sales Ratio; (c) the amount of the Cost of Gas caused by any surcharge or refund; (d) the Reconciliation Component; (e) the revenue associated fees and taxes to be applied to revenues generated by the Cost of Gas; (f) the Cost of Gas calculation, including gains and losses from hedging activities for the month; and (g) the beginning and ending date of the billing period. The statement shall include all data necessary for the Regulatory Authority to review and verify the calculations of the Cost of Gas.

H. ANNUAL RECONCILIATION REPORT

The Company shall file an Annual Reconciliation Report with the Regulatory Authority which shall include, but not necessarily be limited to:

1. A tabulation of volumes of gas purchased and costs incurred by month for the twelve months ending August 31.

2. A tabulation of gas units sold to general service customers and related Cost of Gas clause revenues.

3. A description of all other costs and refunds made during the year and their effect on the Cost of Gas Clause to date.

4. A description of the imbalance payments made to and received from the Company's transportation customers within the service area, including monthly imbalances incurred, the monthly imbalances resolved, and the amount of the cumulative imbalance. The description should reflect the system imbalance and imbalance amount for each supplier using the Company's distribution system during the reconciliation period.

5. A description of Uncollectible Cost of Gas during the period and its effect on the Cost of Gas Clause to date.

This report shall be filed concurrently with the Cost of Gas Statement for December. If the Regulatory Authority determines that an adjustment to the Reconciliation Component is required, such adjustment shall be included in the Reconciliation Component for the next annual Reconciliation Audit following the date of such determination.

TEXAS GAS SERVICE COMPANY **RATE SCHEDULE T-1**
Rio Grande Valley Service Area **Page 1 of 2**

TRANSPORTATION SERVICE RATE

APPLICABILITY

Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule.

Service under this rate schedule is available for the transportation of customer-owned natural gas through the Company's distribution system The customer must arrange with its gas supplier to have the customer's gas delivered to one of the Company's existing receipt points for transportation by the Company to the customer's facilities at the customer's delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.

AVAILABILITY

Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Company's Rio Grande Valley distribution system which includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas. Such service shall be provided at any point on the Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.

COST OF SERVICE RATE

During each monthly billing period, a customer charge per meter per month listed by customer class as follows:

Commercial	$ 400.00	per month
Industrial	$ 400.00	per month
Public Authority	$ 400.00	per month

Plus – All Ccf per monthly billing period listed by customer class as follows:

Commercial	The First 5000 Ccf @	$ 0.31593 per Ccf
	All Over 5000 Ccf @	$ 0.04346 per Ccf

TEXAS GAS SERVICE COMPANY **RATE SCHEDULE T-1**
Rio Grande Valley Service Area **Page 2 of 2**

TRANSPORTATION SERVICE RATE

(Continued)

Industrial	The First 5000 Ccf @	$ 0.31229 per Ccf
	All Over 5000 Ccf @	$ 0.04346 per Ccf
Public Authority	The First 5000 Ccf @	$ 0.40819 per Ccf
	All Over 5000 Ccf @	$ 0.04346 per Ccf

ADDITIONAL CHARGES

1) A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder.

2) A charge will be made each month to recover the cost of any applicable franchise fees paid to the cities.

3) In the event the Company incurs a demand or reservation charge from its gas supplier(s) or transportation providers in the unincorporated areas of the Rio Grande Valley Service Area, the customer may be charged its proportionate share of the demand or reservation charge based on benefit received by the customer.

4) Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider RCE.

5) The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

SUBJECT TO

1) Tariff T-TERMS, General Terms and Conditions for Transportation.

2) Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Company's rate schedule which would otherwise be available to such customer.

3) Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

TEXAS GAS SERVICE COMPANY **RATE SCHEDULE WNA**
Rio Grande Valley Service Area **Page 1 of 2**

WEATHER NORMALIZATION ADJUSTMENT CLAUSE

APPLICABILITY

The Weather Normalization Adjustment Clause (WNA) shall apply to the following general service rate schedules of Texas Gas Service Company in the Incorporated Areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas. Texas Rate Schedules 10, 20, and 40. The WNA shall be effective during the September through May billing cycles.

PURPOSE

The WNA refunds over-collections or surcharges under-collections of revenue due to colder or warmer-than-normal weather, as established in the Company's most recent rate filing.

WNA MECHANISM

In order to reflect weather effects in a timely and accurate manner, the WNA adjustment shall be calculated separately for each billing cycle and rate schedule. The weather factor, determined for each rate schedule in the most recent rate case, shows the effect of one heating degree day on consumption for that rate schedule. During each billing cycle, the weather factor is multiplied by the difference between normal and actual heating degree days for the billing period and by the number of customers billed. This WNA volume adjustment is priced at the current cost of service rate per Ccf to determine a WNA revenue adjustment, which is spread to the customers in the billing cycle on a prorata basis. The WNA for each billing cycle and rate schedule shall be based on the following formula:

$$\text{WNA Rate} = \frac{\text{WNAD}}{\text{CV}}, \quad \text{where}$$

WNAD = Weather Normalization Adjustment Dollars to be collected from each billing cycle and rate schedule. This factor shall be based on the following formula:

WNAD = (HDD Diff * CB * WF) * COS rate, where

HDD Diff = (Normal HDD – Actual HDD), the difference between normal and actual heating degree days for the billing period.

CB = Number of customers billed for the billing period.

WEATHER NORMALIZATION ADJUSTMENT CLAUSE
(Continued)

WF = Weather factor determined for each rate schedule in the most recent rate case.

Residential 0.07259; Commercial 0.98320; Church 0.09139; Public Authority 1.42468

CV = Current Volumes for the billing period.

FILING WITH THE CITIES AND THE RAILROAD COMMISSION OF TEXAS (RRC)

The Company will file monthly reports showing the rate adjustments for each applicable rate schedule. Supporting documentation will be made available for review upon request. By each October 1, the Company will file with the Cities and the RRC an annual report verifying the past year's WNA collections or refunds.

TEXAS GAS SERVICE COMPANY - RIO GRANDE VALLEY SERVICE AREA
Test Year Ended December 31, 2016
Proof of Revenue - With Rate Schedule PIT

Line	Description	Bills	Volumes		Recommended Rates: Customer Charge	Recommended Rates: Usage Charges	Calculated Revenue at Recommended Rates		Assigned Revenue	Rounding Diff.
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
1	Residential	746,422			$ 15.52		11,584,465			
2			All Ccf	8,944,256		0.44453	3,975,990			
3	Residential Total							15,560,455	15,560,488	(33)
4										
5	Commercial									
6	Commercial	41,931			$ 70.00		2,935,157			
7	Church	3,402			$ 40.00		136,068			
8			All Ccf	17,977,986		0.31593	5,679,785			
9	Commercial Total							8,751,011	8,751,085	(75)
10										
11	Industrial	562			$ 150.00		84,370			
12			All Ccf	1,790,252		0.31229	559,078			
13	Industrial Total							643,448	643,447	0
14										
15	Public Authority	6,307			$ 45.00		283,815			
16			All Ccf	1,965,782		0.40819	802,412			
17	Public Authority Total							1,086,228	1,086,227	1
18										
19	Transportation - Commercial	240			$ 400.00		96,000			
20			First	5,000 1,185,015		0.31593	374,382			
21			Over	5,000 2,609,528		0.04346	113,410			
22	Transportation - Industrial	444			$ 400.00		177,600			
23			First	5,000 1,786,659		0.31229	557,956			
24			Over	5,000 8,010,267		0.04346	348,126			
25	Transportation - Public Authority	84			$ 400.00		33,600			
26			First	5,000 409,919		0.40819	167,325			
27			Over	5,000 473,112		0.04346	20,561			
28	Transportation Total							1,888,960	1,888,964	(4)
29	Total Revenue - All Classes									
30	Recommended Rate Revenue							27,930,101	27,930,211	
31	Current Rate Revenue							25,733,032	25,733,032	
32	Revenue Change							2,197,069	2,197,179	(110)

TEXAS GAS SERVICE COMPANY
RIO GRANDE SERVICE AREA
SETTLED DEPRECIATION/AMORTIZATION RATES FOR RATE FILING WITH TEST YEAR END DECEMBER 31, 2016

DEPRECIATION/AMORTIZATION RATES FOR RGVSA DIRECT, TGS DIVISION AND ONE GAS CORPORATE

LINE NO.	DESCRIPTION	RGVSA DIRECT ANNUAL DEPR/AMORT RATES	TGS DIVISION ANNUAL DEPR/AMORT RATES	ONE GAS CORPORATE ANNUAL DEPR/AMORT RATES
		(a)	(b)	(c)
	GATHERING AND TRANSMISSION PLANT			
1	(366) Meas/Reg Station Structures	2.7900%		
2	(367) Mains	2.2900%		
3	(368) Compressor Station Equip	2.3500%		
4	(369) Measure/Reg. Station Equipment 2)	4.0500%		
5	(371) Other Equipment	5.0400%		
	DISTRIBUTION PLANT			
6	(375.1) Structures & Improvements	2.4200%		
7	(376) Mains	1.8500%		
8	(376.9) Mains - Cathodic Protection Anodes 3)	6.6667% (Note 1)		
9	(378) Meas. & Reg. Station - General	2.1400%		
10	(379) Meas. & Reg. Station - C.G.	1.7000%		
11	(380) Services	2.3100%		
12	(381) Meters	3.8600%		
13	(382) Meter Installations	3.8600%		
14	(383) House Regulators	2.8800%		
15	(385) Indust. Meas. & Reg. Stat. Equipment	2.1100%		
16	(386) Other Property on Customer Premises	2.4400%		
	GENERAL PLANT			
17	(390.1) Structures & Improvements	3.5100%	2.7700%	
18	(390.2) Leasehold Equipment		17.3913%	10.1500%
19	(391.1) Office Furniture & Fixtures	6.6667%	6.6667%	6.6667%
20	(391.3) Office Machines			5.0000%
21	(391.4) Audio Visual Equipment			20.0000%
22	(391.6) Purchased Software			7.6923%
23	(391.6) Banner Software			7.6923%
24	(391.6) PowerPlant System			7.6923%
25	(391.6) Riskworks			7.6923%
26	(391.6) Maximo			7.6923%
27	(391.6) Dynamic Risk Assessment			7.6923%
28	(391.6) Concur Project			7.6923%
29	(391.6) Journey-Employee Count			7.6923%
30	(391.6) Journey-Employee-ODC Distrigas			7.6923%
31	(391.6) Ariba Software			7.6923%
32	(391.8) Micro Computer Software			20.0000%
33	(391.9) Computer & Equipment	10.0000%	14.2857%	
34	(392) Transportation Equipment	12.3000%	.	
35	(393) Stores Equipment	6.6667%		
36	(394) Tools, Shop & Garage	6.6667% (Note 2)	6.6667%	
37	(394.1) Tools, Shop & Garage	6.6667% (Note 2)		
38	(396) Major Work Equipment	11.6800%		
39	(397) Communication Equipment	6.6667%	6.6667%	5.0000%
40	(398) Miscellaneous General Plant		6.6667%	

Note 1: The recommended amortization period for Acct 376.9 is 15 years. The test year plant balance includes vintages older than the amortization period of 15 years; therefore, an accrual rate of 5.4800% was utilized in the cost of service schedules. Once the amortization period is approved, the retirements will be made and Dr. White's recommended amortization of 15 years (or rate of 6.6667%) will be utilized to calculate depreciation expense.

Note 2: The recommended amortization period for Acct 394 and 394.1 is 15 years. The test year plant balance includes vintages older than the amortization period of 15 years; therefore, an accrual rate of 6.6200% was utilized in the cost of service schedules. Once the amortization period is approved, the retirements will be made and Dr. White's recommended amortization of 15 years (or rate of 6.6667%) will be utilized to calculate depreciation expense.

RIO GRANDE VALLEY SERVICE AREA
SETTLED NET PLANT FOR RATE FILING WITH TEST YEAR END DECEMBER 31, 2016

NET PLANT FOR RGVSA DIRECT, TGS DIVISION AND ONEGAS CORPORATE

LINE NO.	DESCRIPTION	TOTAL RGVSA PLANT	TOTAL RGVSA CCNC	TOTAL RGVSA PLANT AND CCNC	TOTAL RGVSA ACCUMULATED RESERVES	TOTAL RGVSA NET PLANT
		(a)	(b)	(c)	(d)	(e)
	INTANGIBLE PLANT					
1	(301) Organization	$ -	$ -	$ -	$ -	$ -
2	(302) Franchises & Consents	-	-	-	-	-
3	(303) Misc. Intangible	-	-	-	-	-
4	Total Intangible Plant	$ -	$ -	$ -	$ -	$ -
	GATHERING AND TRANSMISSION PLANT					
5	(325) Land & Land Rights	$ -	$ -	$ -	$ -	$ -
6	(327) Field Comprss Station Strucutres	-	-	-	-	-
7	(328) Field Meas/Reg Station Structures	-	-	-	-	-
8	(329) Other Structures	-	-	-	-	-
9	(332) Field Lines	-	-	-	-	-
10	(333) Field Compressor Station Equip	-	-	-	-	-
11	(336) Purification Equipment	-	-	-	-	-
12	(337) Other Equip	-	-	-	-	-
13	(365) Land & Land Rights	60,856	-	60,856	-	60,856
14	(366) Meas/Reg Station Structures	27,231	-	27,231	(7,345)	19,886
15	(367) Mains	15,196,063	1,654,346	16,850,409	3,499,208	20,349,617
16	(368) Compressor Station Equip	19,687	-	19,687	(6,277)	13,410
17	(369) Measure/Reg. Station Equipment	5,814,167	486,056	6,300,223	606,042	6,906,265
18	(371) Other Equipment	53,866	1,638	55,504	298	55,802
19	(334) Field Meas/Reg Station Equipment	-	-	-	0	0
20	Total Gathering and Transmission Plant	$ 21,171,871	$ 2,142,040	$ 23,313,911	$ 4,091,926	$ 27,405,837
	DISTRIBUTION PLANT					
21	(374) Land & Land Rights	$ -	$ -	$ -	$ -	$ -
22	(374.1) Land & Land Rights	4,952	-	4,952	-	4,952
23	(374.2) Land & Land Rights	35,457	-	35,457	(38,497)	(3,040)
24	(375) Structures & Improvements	-	-	-	(91,633)	(91,633)
25	(375.1) Structures & Improvements	114,218	-	114,218	-	114,218
26	(375.2) Other Distr Systems Struct	-	-	-	-	-
27	(376) Mains	39,253,191	2,119,017	41,372,208	(11,736,272)	29,635,936
28	(376.9) Mains - Cathodic Protection Anodes	6,330,140	-	6,330,140	-	6,330,140
29	(377) Compressor Station Equipment	-	-	-	-	-
30	(378) Meas. & Reg. Station - General	2,923,018	127,404	3,050,421	(43,120)	3,007,301
31	(379) Meas. & Reg. Station - C.G.	799,981	692,538	1,492,519	21,378	1,513,897
32	(380) Services	28,084,419	359,200	28,443,619	(6,290,501)	22,153,118
33	(380.1) Ind Service Line Equip	-	53,820	53,820	-	53,820
34	(380.2) Comm Service Line Equip	(3,147)	79,584	76,437	-	76,437
35	(380.4) Yard Lines-Customer Svc	-	5,615	5,615	-	5,615
36	(380.6) Services - Tie-Ins Total	-	-	-	-	-
37	(381) Meters	10,999,635	103,163	11,102,797	(5,548,068)	5,554,729
38	(382) Meter Installations	-	3,245	3,245	(3,572)	(327)
39	(383) House Regulators	3,361,895	4,175	3,366,069	(2,006,332)	1,359,738
40	(385) Indust. Meas. & Reg. Stat. Equipment	623,549	208,813	832,362	167,365	999,728
41	(386) Other Property on Customer Premises	6,144	-	6,144	(6,144)	-
42	(387) Meas. & Reg. Stat. Equipment	-	-	-	-	-
43	Total Distribution Plant	$ 92,533,451	$ 3,756,573	$ 96,290,024	$ (25,575,397)	$ 70,714,627
	GENERAL PLANT					
44	(389) Land & Land Rights	-	-	-	-	-
45	(389.1) Land & Land Rights	127,368	-	127,368	-	127,368
46	(390) Structures & Improvements	-	-	-	-	-
47	(390.1) Structures & Improvements	1,650,526	-	1,650,526	(784,317)	866,209
48	(390.2) Leasehold Improvements	116,353	442	116,795	(27,605)	89,190
49	(391) Office Furniture & Equipment	-	(22)	(22)	-	(22)
50	(391.1) Office Furniture & Equipment	306,706	-	306,706	(116,735)	189,970

RIO GRANDE VALLEY SERVICE AREA
SETTLED NET PLANT FOR RATE FILING WITH TEST YEAR END DECEMBER 31, 2016

NET PLANT FOR RGVSA DIRECT, TGS DIVISION AND ONEGAS CORPORATE

LINE NO.	DESCRIPTION	TOTAL RGVSA PLANT	TOTAL RGVSA CCNC	TOTAL RGVSA PLANT AND CCNC	TOTAL RGVSA ACCUMULATED RESERVES	TOTAL RGVSA NET PLANT
		(a)	(b)	(c)	(d)	(e)
51	(391.19) Airplane Hanger Furniture	-	-	-	-	-
52	(391.2) Data Processing Equipment	-	-	-	-	-
53	(391.3) Office Machines	79,669	-	79,669	(6,173)	73,496
54	(391.4) Audio Visual Equipment	32,544	81,776	114,321	(8,973)	105,348
55	(391.5) Artwork	-	-	-	-	-
56	(391.6) Ariba Software	1,891	-	1,891	(749)	1,143
57	(391.6) Banner Software	1,527,018	125,770	1,652,788	(1,329,195)	323,593
58	(391.6) Concur Project	1,341	-	1,341	(1,341)	-
59	(391.6) Dynamic Risk Assessment	-	-	-	-	-
60	(391.6) Journey-Employee Count	52,025	-	52,025	(12,456)	39,570
61	(391.6) Journey-Employee-ODC Distrigas	1,751,039	-	1,751,039	(290,901)	1,460,138
62	(391.6) Maximo	79,272	-	79,272	(40,528)	38,744
63	(391.6) PowerPlant System	20,832	-	20,832	(4,253)	16,579
64	(391.6) Purchased Software	1,215,411	161,375	1,376,786	(340,474)	1,036,312
65	(391.6) Riskworks	-	-	-	-	-
66	(391.8) Micro Computer Software	76,210	-	76,210	(31,766)	44,444
67	(391.9) Computer & Equipment	1,782,687	-	1,782,687	(915,925)	866,762
68	(392) Transportation Equipment	3,018,607	202,674	3,221,281	(5,244)	3,216,037
69	(392.2) Pickup Trucks & Vans	-	32,868	32,868	-	32,868
70	(392.6) Aircraft	-	-	-	-	-
71	(393) Stores Equipment	13,701	-	13,701	(9,357)	4,344
72	(394) Tools, Shop & Garage	2,509,410	6,475	2,515,885	(1,086,779)	1,429,106
73	(394.1) Tools	-	66,822	66,822	-	66,822
74	(394.2) Shop Equipment	-	-	-	-	-
75	(395) CNG Equipment	-	-	-	-	-
76	(396) Major Work Equipment	367,978	26,348	394,326	-	394,326
77	(397) Communication Equipment	4,432,667	-	4,432,667	(607,313)	3,825,354
78	(397.2) Telephone Equipment	-	-	-	-	-
79	(398) Miscellaneous General Plant	-	-	-	631	631
80	Total General Plant	$ 19,163,254	$ 704,528	$ 19,867,782	$ (5,619,451)	$ 14,248,331
81	Total Plant In Service	$ 132,868,576	$ 6,603,141	$ 139,471,717	$ (27,102,922)	$ 112,368,795

TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC., STATEMENT OF INTENT TO INCREASE GAS UTILITY RATES WITHIN THE INCORPORATED AREAS OF THE RIO GRANDE VALLEY SERVICE AREA

AFFIDAVIT OF KATE NORMAN

Before me, the undersigned authority, on this date personally appeared Kate Norman, known to me to be the person whose name is subscribed below, and being by me first duly sworn, stated upon oath as follows:

1. "My name is Kate Norman. I am over 18 years of age, of sound mind and fully competent to make this affidavit. Each statement of fact herein is true and of my own personal knowledge.

2. I am a partner with the Austin, Texas law firm of Parsley Coffin Renner LLP and have practiced law in Travis County since 2005. I have extensive experience representing and defending clients before the Railroad Commission of Texas ("Commission") and Public Utility Commission of Texas.

3. I am counsel of record for Texas Gas Service Company, a division of ONE Gas, Inc. ("TGS" or the "Company") for its Statement of Intent to Increase Gas Utility Rates Within the Incorporated Areas of the Rio Grande Valley Service Area ("RGVSA"). My firm was engaged to assist in the presentation of the Company's rate filing involving the RGVSA, which was filed with the cities of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, Laguna Vista, La Joya, La Villa, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas on June 15, 2017. Attached to this Affidavit are invoices supporting the $250,854 in rate case expenses incurred by TGS in this proceeding and which TGS seeks to recover through a surcharge for Company, consultant and legal expenses through August 31, 2017. This amount includes legal expenses incurred preparing the filing, expenses incurred by professional consultants retained to provide testimony, public notice costs, and incidental expenses. The invoices are detailed and itemized and support $75,957.55 in actual legal expenses, $120,538.73 in actual consulting expenses and $54,358.21 in actual Company expenses.

4. I have reviewed the billings of Parsley Coffin Renner LLP submitted to TGS for legal services performed in this proceeding, and I affirm that those billings accurately reflect the time spent and expenditures incurred by Parsley Coffin Renner LLP on TGS's behalf. The charges and rates of my firm are reasonable and consistent with those billed by others for similar work, and the rates are comparable to rates charged by other professionals with the same level of expertise and experience. The hours spent to perform the tasks assigned to Parsley Coffin Renner LLP were necessary to complete those tasks in a professional manner on a timely basis and the nature of the work performed is typical of a rate proceeding such as this case. The nature of this work included the preparation of testimony and other aspects of the Company's rate filing package, answering discovery questions, and addressing settlement issues. There was no duplication of services, and the Company's request for a rate change was warranted.

Further, the work was relevant and reasonably necessary to the proceeding, and the complexity and expense of the work was commensurate with both the complexity of the issues in the proceedings and the amount of the rate increase sought and granted.

5. In addition to the amounts incurred through August 31, 2017, TGS has and will continue to incur additional expenses for work performed to finalize settlement documents and seek approval of the settlement agreement by the RGV Cities of Alamo, Alton, Brownsville, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Pharr, Port Isabel, Rancho Viejo, San Benito, and Weslaco, Texas. Based on my experience in administrative proceedings, including proceedings in which the parties seek approval of a Unanimous Settlement Agreement as in this case, I estimate those expenses from September 1, 2017 through completion of the case will be approximately $35,000, bringing the total amount of actual and estimated TGS costs necessary to complete this proceeding to $285,854.

6. In addition to legal expenses, TGS incurred other rate case expenses, which included expenses incurred by professional consultants retained to provide testimony, preparation of the filing, public notice, responding to discovery, and incidental expenses. Actual detailed and itemized invoices supporting these expenses through August 31, 2017 are attached. The total amount of other rate case expenses incurred through August 31, 2017, is $174,896.94.

7. No portion of the fees or expenses that TGS seeks to recover is or will be for luxury items, such as limousine service, sporting events, alcoholic beverages, hotel movies, or other entertainment. The charges for copies, printing, overnight courier service, transcripts, and other expenses and costs were necessary for the prosecution of the case and are reasonable.

8. TGS's total amount of rate case expenses as reflected in the Unanimous Settlement Agreement and for which TGS requests recovery is $285,854, which includes $35,000 in estimated expenses.

9. TGS seeks recovery only of those expenses that are actually incurred, and any rate case expense surcharge will collect from ratepayers only the amount actually incurred and authorized for recovery. I note, however, that the estimated expenses presume approval of the Unanimous Settlement Agreement. TGS reserves the right to revise this estimate to the extent that additional litigation becomes necessary."

Kate Norman

Kate Norman

SWORN TO AND SUBSCRIBED before me on this 27th day of September 2017, by Kate Norman.

Lauretta Robinson

Notary Public in and for the State of Texas

LAURETTA T ROBINSON
NOTARY PUBLIC
State of Texas
Comm. Exp. 12-03-2018

[redacted]ely Energy Services, LLC.

[redacted]keway Centre Ct., Ste 110
[redacted]eway, TX 78734
[redacted] 45-2804221
[redacted]ne # 512-261-4152
[redacted]# 512-233-2597

Date	Invoice #
4/30/2017	111808

Bill To

Texas Gas Services
Attn: Stacey McTaggart
1301 S. Mopac Expressway, Suite 400
Austin, TX 78746

Due Date	Project
4/30/2017	RGV Rate Case

Serviced	Resource	Description	Qty	Rate	Amount
1/31/2017	JMS	Phone call with Stacey B. re rate case timeline.	0.25	165.00	41.25
3/22/2017	JMS	Update ADIT calculation to include Stacey B. adjustments to plant and accumulated depreciation.	0.5	165.00	82.50
3/23/2017	JMS	Adjust update for difference in corporate allocation factors. Send update ADIT amounts to Stacey B.	0.75	165.00	123.75
4/21/2017	JMS	Draft RGV rate case ADIT testimony and send to team.	1	165.00	165.00

2017 RIO GRANDE VALLEY SA IS RATE CASE TYE DEC 2016

091.082.7700.010002 Task: 718662
Consultants
Exp. org: 7022

X [redacted]

Thank you for your business.

Total $412.50

[redacted]

ely Energy Services, LLC.

keway Centre Ct., Ste 110
eway, TX 78734
45-2804221
ne # 512-261-4152
512-233-2597

Date	Invoice #
5/31/2017	111818

Bill To

Texas Gas Services
Attn: Stacey McTaggart
1301 S. Mopac Expressway, Suite 400
Austin, TX 78746

Due Date	Project
5/31/2017	RGV Rate Case

Serviced	Resource	Description	Qty	Rate	Amount
5/8/2017	JMS	Respond to e-mail from Stacey B.	0.5	165.00	82.50
5/9/2017	JMS	Conference call re testimony.	0.75	165.00	123.75
5/10/2017	JMS	Updates to testimony.	3.25	165.00	536.25
5/18/2017	JMS	Review e-mail from Stacey re testimony. Make revision and send to team.	1.5	165.00	247.50

2017 Rio Grande Valley I/S Rate Case TYE Dec 2016
091.082.7700.010002 Task: 718662
Consultants
Exp. org: 7022

X [redacted]

Thank you for your business.

Total $990.00

FINANCIAL CONCEPTS AND APPLICATIONS, INC.
3907 RED RIVER
AUSTIN, TEXAS 78751

(512) 458-4644

fincap@texas.net
Fax (512) 458-4768

April 30, 2017

Ms. Stacey L. McTaggart
Director of Financial and Regulatory Analysis
Texas Gas Services Company
1301 South MoPac Boulevard
Suite 400
Austin, Texas 78746

DUE ON RECEIPT

Reference No.: 01843
Taxpayer ID No.: [redacted]

Consulting Services:	Research, Analysis, and Testimony Preparation Re: Rate of Return for Texas Gas Service's Rio Grande ValleyService Area	
	For the Period: hrough April 30, 2017	
Professional Time:	Bruce H. Fairchild	
	14.5 hours @ $ 400	$ 5,800
Total		**$ 5,800**

2017 Rio Grande Valley I/S Rate Case TYE Dec 2016
091.082.7700.010002 Task: 718662
Consultants
Exp. org: 7022

Bruce H. Fairchild

Attachment

X [redacted]

X [redacted]

FINCAP, INC.
TIME LOG FOR TEXAS GAS SERVICE -- Rio Grande Valley
February - April 2017

Month	Date	Description	Time
Bruce H. Fairchild			
Feb	2	Call with SB re: RGV case participation and scheduling	0.5
Mar	5	Preparation of draft schedules	1.0
	6	Preparation of draft schedules	4.0
	7	Preparation of draft schedules	1.0
	24	Conference call re: preliminary analyses	1.0
Apr	11	Preparation of draft testimony	2.0
	13	Preparation of draft testimony	1.0
	27	Preparation of final schedules	1.5
	28	Preparation of final schedules	2.5
		Total	**14.5**

FINANCIAL CONCEPTS AND APPLICATIONS, INC.
3907 RED RIVER
AUSTIN, TEXAS 78751

(512) 458-4644

fincap2@texas.net
Fax (512) 458-4768

May 31, 2017

Ms. Stacey L. McTaggart
Director of Financial and Regulatory Analysis
Texas Gas Services Company
1301 South MoPac Boulevard
Suite 400
Austin, Texas 78746

DUE ON RECEIPT

Reference No.: 01843
Taxpayer ID No.: [redacted]

Consulting Services: Research, Analysis, and Testimony Preparation Re: Rate of Return for Texas Gas Service's Rio Grande ValleyService Area

For the Period:
May 1 through May 31, 2017

Professional Time:	Bruce H. Fairchild		
	15.0 hours @ $ 400	$	6,000
Total		**$**	**6,000**

2017 Rio Grande Valley I/S Rate Case TYE Dec 2016
091.082.7700.01000 2 Task: 718662
Consultants
Exp. org: 7022

Bruce H. Fairchild

Attachment X [redacted]
X [redacted]

FINCAP, INC.
TIME LOG FOR TEXAS GAS SERVICE -- Rio Grande Valley
May 2017

Month	Date	Description	Time
Bruce H. Fairchild			
May	3	Draft testimony	1.0
	4	Draft testimony	3.5
	5	Draft testimony and review schedules	3.5
	8	Draft testimony and review schedules	1.0
	10	Calls re: status of filing and schedule	0.5
	12	Preparation of final testimony and schedules	1.0
	19	Conference call; preparation of final testimony and schedules	2.0
	23	Finalize testimony and schedules, prepare workpapers	2.5
		Total	**15.0**

Foster Associates Consultants, LLC
17595 S. Tamiami Trail, Suite 260
Fort Myers, FL 33908

(239) 267-1600

Invoice

Invoice No: 1874
Date: 3/8/2017
Work Order No: 3355

Bill To:
Texas Gas Service
Atten: Accounts Payable
1301 South Mopac Expressway, Suite 400
Austin, TX 78746

Description	Hours	Rate	Amount
For professional services rendered from January 1 through February 28, 2017 for telephone discussions, development of statements, review of prior filing and research of reserve transfers for the 2017 technical update for Texas Gas Service - RGV.			
Agreement No. ENTPSA-101-2014-11429-3 Contact: Stacey Metaggart			
Labor:			
Senior Consultant	16.5	395.00	6,517.50
Consultant	3.5	290.00	1,015.00
2017 Rio Grande Valley IA II Rate Case TYE Dec 2016 091.082.7700.010002 Task: 7816C2 Consultants Exp org: 7022			
x [redacted]			
x [redacted] 3/10/2017			
		TOTAL AMOUNT DUE	**$7,532.50**

Foster Associates Consultants, LLC
17595 S. Tamiami Trail, Suite 260
Fort Myers, FL 33908

(239) 267-1600

Invoice

Invoice No: 1893
Date: 4/13/2017
Work Order No: 3355

Bill To:

Texas Gas Service
Atten: Accounts Payable
1301 South Mopac Expressway, Suite 400
Austin, TX 78746

Description	Hours	Rate	Amount
For professional services rendered from March 1 through March 31, 2017 for database development and reconciliation including the development of the 2017 update and testimony for the Texas Gas RGV service area and conference calls regarding 2015 study.			
Agreement No. ENTPSA-101-2014-11429-3 Contact: Stacey Metaggart			
Labor:			
Senior Consultant	67.5	395.00	26,662.50
Consultant	40	290.00	11,600.00
Support Staff	2	130.00	260.00
		TOTAL AMOUNT DUE	$38,522.50

2017 Rio Grande Valley 1/S Rate Case TYE Dec. 2016
091.082.7700.010002 Task: 718662
Consultants
Exp. org: 7022

X [redacted]

X [redacted] 4/18/2017

Foster Associates Consultants, LLC
17595 S. Tamiami Trail, Suite 260
Fort Myers, FL 33908

(239) 267-1600

Invoice

Invoice No: 1904
Date: 5/8/2017
Work Order No: 3355

Bill To:
Texas Gas Service
Atten: Accounts Payable
1301 South Mopac Expressway, Suite 400
Austin, TX 78746

Description	Hours	Rate	Amount
For professional services rendered from April 1 through April 30, 2017 for telephone consultations, preparation of testimony and work papers for the 2017 technical update for Texas Gas Service RGV.			
Agreement No. ENTPSA-101-2014-11429-3 Contact: Stacey Metaggart			
Labor:			
Senior Consultant	9	395.00	3,555.00
Support Staff	4	130.00	520.00

2017 RIO GRANDE VALLEY SA IS RATE CASE TYE DEC 2016
091.082.7700.010002 Task: 718662
Consultants
Exp. org: 7022

X [redacted]

	TOTAL AMOUNT DUE	$4,075.00

Foster Associates Consultants, LLC
17595 S. Tamiami Trail, Suite 260
Fort Myers, FL 33908

(239) 267-1600

Invoice

Invoice No: 1932
Date: 6/8/2017
Work Order No: 3355

Bill To:
Texas Gas Service
Atten: Accounts Payable
1301 South Mopac Expressway, Suite 400
Austin, TX 78746

Description	Hours	Rate	Amount
For professional services rendered from May 1 through May 31, 2017 for telephone consultations, testimony and exhibits for 2017 RGV technical update.			
Agreement No. ENTPSA-101-2014-11429-3 Contact: Stacey Metaggart			
Labor: Senior Consultant	5.5	395.00	2,172.50

2017 RIO GRANDE VALLEY SA IS RATE CASE TYE DEC 2016
091.082.7700.010002 Task: 718662
Consultants
Exp. org: 7022

X [redacted]

	TOTAL AMOUNT DUE	$2,172.50

F. Jay Cummings, Consulting Economist

January 30, 2017

INVOICE

Re: 2017 Rio Grande Valley Rate Case

Billing Period: January 2017

Billing Period Professional Services		
Fees for Professional Services	$	4,666.66
Federal Income Tax Withholding on Fees for Professional Services (1)	$	(1,306.66)
Fees for Professional Services Net of Income Tax Withholding	$	3,360.00
Reimbursable Expenses (receipts attached)	$	-
Total Payment Due for Billing Period (2)	$	3,360.00

(1) Federal income tax withheld at a rate of 28% per Consulting Agreement Between Texas Gas Service, a Division of ONE Gas, Inc. and F. Jay Cummings, Consulting Economist, dated November 25, 2015. Tax withheld on behalf of Francis J. Cummings.

(2) Fees for Professional Services Net of Income Tax Withholding plus Reimbursable Expenses. Remit Total Payment Due payable to Francis J. Cummings to:

F. Jay Cummings
2619 Colby Street, No. C
Dallas, Texas 75204

'017 Rio Grande Valley IS Rate Case TYE DEC. 2014
091.082.7700.010002 → $4,666.66
Task: 718662

Consultants
Exp. org: 7022

($1,306.66) ← Tax withholding
091.0000.0000.2320120.00
000000

$3,360.00

X [redacted]

F. Jay Cummings, Consulting Economist
2619 Colby Street, No. C
Dallas, Texas 75204

RE: 2017 Rio Grande Valley Rate Case

Date	Description	Hours	Amount
1/2/2017	Prepare initial data requirements for class cost of service ("CCOS") study	1.00	$ 250.00
1/3/2017	Telephone call with Teresa Serna re: CCOS study initial data requirements	0.75	187.50
1/3/2017	Prepare CCOS study model template with links and classification and allocation factors consistent with GUD No. 10506	4.50	1,125.00
1/4/2017	Prepare transportation rate design model, based on individual customer usage, accommodating rate consolidation with rate blocks; test revenue calculation accuracy with historical usage	3.75	937.50
1/7/2017	Prepare transportation rate design model, based on individual customer usage, accommodating rate consolidation with rate blocks; test revenue calculation accuracy with historical usage	3.25	812.50
1/24/2017	Review mains data and identify issues for resolution	0.50	125.00
1/24/2017	Analyze January 2016 usage by class, review meters and regulators cost data, and prepare weighted meters and regulator factors by class	2.33	583.33
1/24/2017	Review services cost data and prepare weighted factors by class	0.25	62.50
1/26/2017	Review updated mains footage and cost date; prepare zero-intercept and minimum system studies for distribution mains	1.75	437.50
1/27/2017	Telephone call with Stacey McTaggart re: case issues	0.25	62.50
1/30/2017	Telephone call with Stacey Borgstadt, Sephanie Houle, Teresa Serna, and Crystal Turner re: case scheduling and issues	0.33	83.33
	Total Professional Services	18.67	$ 4,666.66
	Federal Tax Withholding on Fees for Professional Services		$ (1,306.66)
	Fees for Professional Services Net of Tax Withholding		$ 3,360.00
	Reimbursable Expenses (receipts attached):		$ -
	Billing Period Total Due (Net of Tax Withholding)		$ 3,360.00

F. Jay Cummings, Consulting Economist

March 1, 2017

INVOICE

Re: 2017 Rio Grande Valley Rate Case

Billing Period: February 2017

Billing Period Professional Services		
Fees for Professional Services	$	3,762.50
Federal Income Tax Withholding on Fees for Professional Services (1)	$	(1,053.50)
Fees for Professional Services Net of Income Tax Withholding	$	2,709.00
Reimbursable Expenses (receipts attached)	$	-
Total Payment Due for Billing Period (2)	$	2,709.00

(1) Federal income tax withheld at a rate of 28% per Consulting Agreement Between Texas Gas Service, a Division of ONE Gas, Inc. and F. Jay Cummings, Consulting Economist, dated November 25, 2015. Tax withheld on behalf of Francis J. Cummings.

(2) Fees for Professional Services Net of Income Tax Withholding plus Reimbursable Expenses. Remit Total Payment Due payable to Francis J. Cummings to:

F. Jay Cummings
2619 Colby Street, No. C
Dallas, Texas 75204

17 Rio Grande Valley 15 Rate Case TYE Dec. 2016
091.082.7700.010002 → $3,762.50
Task: 718662
($1,053.50) ← Tax withholding
091.0000.0000.232020.00.0000
$2,709.00
Consultants
cp- org: 7022

[redacted]

F. Jay Cummings, Consulting Economist
2619 Colby Street, No. C
Dallas, Texas 75204

RE: 2017 Rio Grande Valley Rate Case

Date	Description	Hours	Amount
2/16/2017	Prepare 10-yearrate history by class for incorporated areas and the environs	1.50	$ 375.00
2/21/2017	Review customer deposit, service order, and pay agreement data; prepare deposit and Account 903 allocation factors	0.75	187.50
2/21/2017	Review odorization plant and expense data; incorporate data by account into the class cost of service ("CCOS") study model	1.75	437.50
2/21/2017	Prepare portions of draft direct testimony; research Railroad Commission orders, and outline issues to be addressed	3.50	875.00
2/22/2017	Prepare class revenue allocation, rate design, proof of revenue, and customer bill impact model template	2.25	562.50
2/28/2017	Review class weather normalization and billing determinant data and prepare system peak demand and non-residential demand allocation factors	1.00	250.00
2/28/2017	Review proof of revenue by class and incorporate margin and unadjusted and adjusted volumes by class in the CCOS study model	1.25	312.50
2/28/2017	Review class service charge data from the call center and prepare class direct assignments of service charges with Company recommended charge changes	0.05	12.50
2/28/2017	Incorporate class billing determinant data into rate design and customer bill impact model; prepare transportation rate design analysis template with and without consolidation of the two current transportation rates	3.00	750.00
	Total Professional Services	15.05	$ 3,762.50
	Federal Tax Withholding on Fees for Professional Services		$ (1,053.50)
	Fees for Professional Services Net of Tax Withholding		$ 2,709.00
	Reimbursable Expenses (receipts attached):		$ -
	Billing Period Total Due (Net of Tax Withholding)		$ 2,709.00

F. Jay Cummings, Consulting Economist

April 1, 2017

INVOICE

Re: 2017 Rio Grande Valley Rate Case

Billing Period: March 2017

Billing Period Professional Services		
Fees for Professional Services	$	5,416.66
Federal Income Tax Withholding on Fees for Professional Services (1)	$	(1,516.66)
Fees for Professional Services Net of Income Tax Withholding	$	3,900.00
Reimbursable Expenses (receipts attached)	$	50.87
Total Payment Due for Billing Period (2)	$	3,950.87

(1) Federal income tax withheld at a rate of 28% per Consulting Agreement Between Texas Gas Service, a Division of ONE Gas, Inc. and F. Jay Cummings, Consulting Economist, dated November 25, 2015. Tax withheld on behalf of Francis J. Cummings.

(2) Fees for Professional Services Net of Income Tax Withholding plus Reimbursable Expenses. Remit Total Payment Due payable to Francis J. Cummings to:

F. Jay Cummings
2619 Colby Street, No. C
Dallas, Texas 75204

017 Rio Grande Valley IS Rate Case TYE Dec. 2016
091.082.7700.010002 → $5,467.53
Task: 718662
Consultants
Exp. org: 7022
($1,516.66) ← Tax withholding
091.0000.0000.232020.00.000000

X [redacted]

F. Jay Cummings, Consulting Economist
2619 Colby Street, No. C
Dallas, Texas 75204

RE: 2017 Rio Grande Valley Rate Case

Date	Description	Hours	Amount
3/1/2017	Prepare transportation rate design and bill impact model that incorporates both rate schedule consolidation and retention of separate T-1 and T-2 rates	1.50	$ 375.00
3/13/2017	Telephone call with Teresa Serna re: case issues	0.33	83.33
3/15/2017	Review service line composition data and incorporate into class allocation factor calculations	0.25	62.50
3/15/2017	Review accounting schedule model and incorporate plant and expense account structure into class cost of service ("CCOS") study model	2.00	500.00
3/15/2017	Prepare preliminary links between accounting schedules and CCOS study plant, reserve, other rate base, operating expense, and depreciation expense components	2.75	687.50
3/15/2017	Identify depreciation expense differences within the accounting schedules and communicate and explain source of some differences	0.75	187.50
3/15/2017	Analyze administrative and general expense components and incorporate into CCOS study model	0.50	125.00
3/15/2017	Prepare preliminary class revenue allocation and rate design by class based on current accounting schedules and CCOS study	2.25	562.50
3/21/2017	Telephone call with Stacey Borgstat re: case issues	0.33	83.33
3/23/2017	Telephone call with Teresa Serna re: case issues	0.25	62.50
3/23/2017	Telephone call with Stacey Borgstat re: case issues	0.50	125.00
3/23/2017	Revise CCOS study model to incorporate revised accounting schedule cost components and to link to schedule components	0.67	166.67
3/23/2017	Telephone call with Stacey McTaggart re: case issues	0.33	83.33
3/23/2017	Update CCOS study model with revised accounting schedule entries; review and revise class revenue allocation and rate design	3.75	937.50
3/23/2017	Telephone call with Stacey Borgstat, Stacey McTaggart, Teresa Serna, Janet Buchanan, Bo Harrison, Kenton Odom, and Rosemary Leath re: transportation and other tariff issues	0.50	125.00
3/29/2017	Telephone call with Teresa Serna re: case issues	0.50	125.00
3/29/2017	Update transportation volumes by customer and links to rate design model	0.25	62.50
3/30/2017	Update CCOS study model with revised accounting schedule entries; review and revise class revenue allocation and rate design	1.00	250.00
3/30/2017	Review and revise transportation rate design, including incorporation of effect on rate design of customers switching from T-1 to T-2 with design that retains two transportation rates and separate customer bills impacts with and without rate consolidation	1.75	437.50
3/31/2017	Review updated revenue, billing determinant, and accounting schedule files an incorporate into CCOS study and class revenue allocation and rate design model	0.50	125.00

F. Jay Cummings, Consulting Economist
2619 Colby Street, No. C
Dallas, Texas 75204

RE: 2017 Rio Grande Valley Rate Case

Date	Description	Hours	Amount
3/31/2017	Review and revise transportation rate design calculations with and without rate consolidation	1.00	250.00
	Total Professional Services	20.17	$ 5,416.66
	Federal Tax Withholding on Fees for Professional Services		$ (1,516.66)
	Fees for Professional Services Net of Tax Withholding		$ 3,900.00
	Reimbursable Expenses (receipts attached):		
3/2/2017	Printer cartridge		$ 40.04
3/9/2017	Typing paper		$ 10.83
	Total		$ 50.87
	Billing Period Total Due (Net of Tax Withholding)		$ 3,950.87

We received your order

Thanks for shopping with HP

March 2, 2017

Dear Francis Cummings,

Thank you for your HP.com Store order.

- Your order number is **H374376376**

We received your order and have begun the order confirmation process. Selected delivery method is: **Next Business Day**.

Items ordered

Product details	Status	Qty	Extended price
HP 901XL High Yield Black Original Ink Cartridge Product number: CC654AN#140	Processing	1	$36.99

Subtotal:	$36.99
Shipping & handling:	$0.00
TX Tax:	$3.05
Total:	**$40.04**

Ship to address

Francis Cummings
2619 COLBY STREET
C
DALLAS, TX 75204

Payment information

VISA: $40.04

Francis Cummings
2619 COLBY STREET
C
DALLAS, TX 75204

can return it, with the Original Receipt.

Office DEPOT
OfficeMax

OFFICE DEPOT STORE #2220
8317 WESTCHESTER DRIVE
DALLAS, TX 75225
PHONE (214) 750-3700

03/09/2017 16.9.2 11:16 AM
STR 2220 REG 3 TRN 8782 EMP 454886

SALE

Product ID	Description	Total
968627	PPR 8.5X11 500	
2 @ 8.29		16.58
Promotion		-6.58
	You Pay	**10.00SS**

Typing Paper

Subtotal:	10.00
Sales Tax:	0.83
Total:	10.83
Visa 6783:	10.83

AUTH CODE 009557
TDS Chip Read
[redacted] Visa Credit
TVR 0080008000
CVS No Signature Required

****

JAY CUMMINGS 1963547607
Please create your online rewards account at officedepot.com/rewards. You must complete your account to claim your rewards and view your status.

Total Savings:
$6.58

****

WE WANT TO HEAR FROM YOU!

Participate in our online customer survey and receive a coupon for **$10 off your next qualifying purchase of $50 or more on office supplies, furniture and more.** (Excludes Technology. Limit 1 coupon per household/business.)

Visit www.officedepot.com/feedback and enter the survey code below:
N4V7 G6HG JKYQ

F. Jay Cummings, Consulting Economist

May 1, 2017

INVOICE

Re: 2017 Rio Grande Valley Rate Case

Billing Period: March 2017

Billing Period Professional Services		
Fees for Professional Services	$	6,958.33
Federal Income Tax Withholding on Fees for Professional Services (1)	$	(1,948.33)
Fees for Professional Services Net of Income Tax Withholding	$	5,010.00
Reimbursable Expenses (receipts attached)	$	69.26
Total Payment Due for Billing Period (2)	$	5,079.26

(1) Federal income tax withheld at a rate of 28% per Consulting Agreement Between Texas Gas Service, a Division of ONE Gas, Inc. and F. Jay Cummings, Consulting Economist, dated November 25, 2015. Tax withheld on behalf of Francis J. Cummings.

(2) Fees for Professional Services Net of Income Tax Withholding plus Reimbursable Expenses. Remit Total Payment Due payable to Francis J. Cummings to:

F. Jay Cummings
2619 Colby Street, No. C
Dallas, Texas 75204

2017 RIO GRANDE VALLEY SA IS RATE CASE TYE DEC 2016
091.082.7700.010002 ----------> $7,027.59
Task: 718662
Tax Withholding
091.0000.0000.2320120.00.000000 -----> ($1,948.33)
$5,079.26

Consultants
Exp. org: 7022

X [redacted]

X Ok. 5/2/2017 [redacted]

F. Jay Cummings, Consulting Economist
2619 Colby Street, No. C
Dallas, Texas 75204

RE: 2017 Rio Grande Valley Rate Case

Date	Description	Hours	Amount
4/1/2017	Prepare historical T-1 and T-2 bill analysis, highlighting declining usage at which rate switching becomes economical and increasing coverage of T-2 customers by the minimum bill	0.75	$ 187.50
4/1/2017	Review and finalize class cost of service ("CCOS") study structure, updating all links and formulas, and review for consistency	2.00	500.00
4/3/2017	Prepare draft of direct testimony, including calculations supporting and included in testimony	2.25	562.50
4/3/2017	Revise class revenue allocation and rate design model to add instructions re: rate design for each customer class and to add links among sheets to minimize manual changes that are required; check internal consistency within model	1.00	250.00
4/4/2017	Telephone call with Teresa Serna re: transportation rate design, revenue shifts, and customer bill impacts	0.67	166.67
4/4/2017	Telephone call with Stacey McTaggart re: case issues	0.33	83.33
4/4/2017	Prepare class revenue change analysis with pipeline integrity costs ("PIT") included in the revenue requirement versus collection of these costs through Rate Schedule PIT	0.75	187.50
4/5/2017	Review and revise rate design for various customer classes based on bill impact considerations	0.50	125.00
4/5/2017	Prepare draft of direct testimony and several exhibits	2.00	500.00
4/6/2017	Telephone call with Stacey McTaggart, Stacey Borgstat, and Nicole Simmons re: class revenue allocation and rate design	1.00	250.00
4/6/2017	Prepare CCOS study, class revenue allocation, and rate design based on approval of Rate Schedule PIT	1.50	375.00
4/6/2017	Review and revise draft testimony pertain to revenue allocation and rate design recommendation with approval of Rate Schedule PIT	0.33	83.33
4/7/2017	Develop breakeven analysis between sales and transportation service, assess alternative rate designs, and review and revise testimony re: non-residential rate design	1.67	416.67
4/11/2017	Update CCOS studies (with and without Rate Schedule PIT) and class revenue allocation, rate design, and customer bill impacts	0.50	125.00
4/11/2017	Telephone call with Teresa Serna re: class revenue change calculations	0.25	62.50
4/11/2017	Revise transportation rate design formulas to accommodate separate rates for commercial, industrial, and public authority transportation and build cell formulas to allow for multiple bill impact comparisons	1.75	437.50
4/12/2017	Prepare transportation rate design with first block rates that match corresponding sales service rates; analyze incorporated and environs usage for current T-1 and T-2 customers based on sales service		

F. Jay Cummings, Consulting Economist
2619 Colby Street, No. C
Dallas, Texas 75204

RE: 2017 Rio Grande Valley Rate Case

Date	Description	Hours	Amount
	classification and develop bill impacts for current T-1 and T-2 customers for each classification and area in which there are customers classification and area in which there are customers	2.50	625.00
4/12/2017	Telephone call with Nicole Simmons re: transportation rate design	0.33	83.33
4/12/2017	Telephone call with Teresa Serna re: revenue increase calculations	0.25	62.50
4/13/2017	Prepare draft testimony sections re: transportation rate design and its benefits	0.75	187.50
4/15/2017	Prepare draft testimony	1.50	375.00
4/24/2017	Review updated accounting schedules and incorporate revenue requirement in CCOS studies (with and without Rate Schedule PIT); update class revenue allocation and rate design for revised revenue requirement and verify accuracy of formulas and calculations	1.33	333.33
4/25/2017	Prepare comparison of recommendations with and without Rate Schedule PIT	0.50	125.00
4/26/2017	Update CCOS studies (with and without Rate Schedule PIT), class revenue allocation, and rate design with revised revenue requirement	0.25	62.50
4/26/2017	Prepare testimony exhibits and distribute for group discussion	0.67	166.67
4/27/2017	Telephone call with Stacey McTaggart, Stacey Borgstat, Nicole Simmons, Stephanie Houle, and Crystal Turner re: CCOS study, class revenue allocation, and rate design	1.00	250.00
4/28/2017	Prepare testimony and exhibits, including appendix exhibits	1.50	375.00
	Total Professional Services	27.83	$ 6,958.33
	Federal Tax Withholding on Fees for Professional Services		$ (1,948.33)
	Fees for Professional Services Net of Tax Withholding		$ 5,010.00
	Reimbursable Expenses (receipts attached):		
4/13/2017	Printer cartridges		$ 69.26
	Total		$ 69.26
	Billing Period Total Due (Net of Tax Withholding)		$ 5,079.26

Limited time only! HP Days Sale: Save up to 60%, plus get free shipping and returns. Shop now.

1-877-203-6108

Order placed

Back to shopping

Thank you for placing your order!

$69.26

Order number:
H375032983

Order details sent to:
fjaycumm@sbcglobal.net

Transaction time:
12:42 PM ET on Apr 13, 2017

Your order

Product name	Estimated ship date	Qty.	Total
HP 901XL High Yield Black Original Ink Cartridge SKU:CC654AN#140	Apr 13,2017 Ready to ship	2	$73.98

Order Details

Shipping method:
Next Business Day

Shipping Address:
Francis Cummings
2619 Colby Street
C
Dallas TX 75204
214-880-0994

Contact email:
fjaycumm@sbcglobal.net

Payment method:
creditcard

Billing address:
Francis Cummings
2619 Colby Street
C
Dallas TX 75204
512-750-4939

Sub-Total	$73.98
Discount applied	$10.00
Shipping & handling:	Free
TX Tax:	$5.28
Total	$69.26

F. Jay Cummings, Consulting Economist

June 1, 2017

INVOICE

Re: 2017 Rio Grande Valley Rate Case

Billing Period: May 2017

Billing Period Professional Services		
Fees for Professional Services	$	3,833.33
Federal Income Tax Withholding on Fees for Professional Services (1)	$	(1,073.33)
Fees for Professional Services Net of Income Tax Withholding	$	2,760.00
Reimbursable Expenses (receipts attached)	$	42.79
Total Payment Due for Billing Period (2)	$	2,802.79

(1) Federal income tax withheld at a rate of 28% per Consulting Agreement Between Texas Gas Service, a Division of ONE Gas, Inc. and F. Jay Cummings, Consulting Economist, dated November 25, 2015. Tax withheld on behalf of Francis J. Cummings.

(2) Fees for Professional Services Net of Income Tax Withholding plus Reimbursable Expenses. Remit Total Payment Due payable to Francis J. Cummings to:

F. Jay Cummings
2619 Colby Street, No. C
Dallas, Texas 75204

2017 RIO GRANDE VALLEY SA IS RATE CASE TYE DEC 2016
091.082.7700.010002 ----------> $3,876.12
Task: 718662
Tax Withholding
091.0000.0000.2320120.00.000000 -----> ($1,073.33)
$2,802.79

Consultants
Exp. org: 7022

X [redacted]

F. Jay Cummings, Consulting Economist
2619 Colby Street, No. C
Dallas, Texas 75204

RE: 2017 Rio Grande Valley Rate Case

Date	Description	Hours	Amount
5/1/2017	Prepare direct testimony and exhibits	1.50	$ 375.00
5/1/2017	Analyze alternative transportation rate designs with and without Rate Schedule PIT, including effects of rate switching where applicable	3.00	750.00
5/2/2017	Prepare direct testimony and exhibits	1.75	437.50
5/2/2017	Telephone call with Caron Lawhorn, David Scalf, Stacey McTaggart, Stacey Borgstat, Nicole Simmons, Stephanie Houle, and Crystal Turner re: CCOS study, class revenue allocation, and rate rate design and customer bill impacts	0.50	125.00
5/3/2017	Prepare analysis of dollar impact of current T-1 customers switching to sales service with the recommended rate design	1.25	312.50
5/3/2017	Prepare direct testimony and exhibits	2.25	562.50
5/16/2017	Update CCOS studies, class revenue allocations, and rate designs (with and without approval of the pipeline integrity expense rider), revising links to conform to final accounting schedules; verify accuracy of formulas and CCOS study components	1.00	250.00
5/16/2017	Prepare revised testimony exhibits	0.33	83.33
5/16/2017	Review comments and revise direct testimony based on comments from reviewers; distribute testimony and exhibits	0.75	187.50
5/23/2017	Review comments and questions re: testimony and exhibits; prepare revisions	1.25	312.50
5/23/2017	Prepare for conference call	0.25	62.50
5/23/2017	Telephone call with Stephanie Houle, Evan Johnson, Stacey McTaggart, and Stacey Borgstat re: testimony and exhibits	0.33	83.33
5/24/2017	Prepare work papers and forward electronic work papers, verifying accuracy of formulas and links among files	1.00	250.00
5/30/2017	Telephone call with Stacey Borgstat re: case issues	0.17	41.67
	Total Professional Services	15.33	$ 3,833.33
	Federal Tax Withholding on Fees for Professional Services		$ (1,073.33)
	Fees for Professional Services Net of Tax Withholding		$ 2,760.00
	Reimbursable Expenses (receipts attached):		
5/2/2017	USB drives (for work papers)		$ 29.19
5/12/2017	Typing paper		6.50
5/24/2017	Priority mail (work papers)		7.10
	Total		$ 42.79
	Billing Period Total Due (Net of Tax Withholding)		$ 2,802.79

amazon.com

Details for Order #114-9370275-9035408

Print this page for your records.

Order Placed: May 2, 2017
Amazon.com order number: 114-9370275-9035408
Order Total: $29.19

Not Yet Shipped

Items Ordered	Price
2 of: *SanDisk 16GB 2.0 Flash Cruzer Glide USB Drive (SDCZ60-016G-B35)* Sold by: Amazon.com LLC Condition: New	$8.00

Shipping Address:
Francis J Cummings
2619 Colby Street
No. C
Dallas, TX 75204
United States

Shipping Speed:
Same-Day Delivery

Payment information

Payment Method:
[redacted]

Billing address
Francis J Cummings
2619 Colby Street
No. C
Dallas, TX 75204
United States

Item(s) Subtotal:	$16.00
Shipping & Handling:	$10.97
Total before tax:	$26.97
Estimated tax to be collected:	$2.22
Grand Total:	**$29.19**

To view the status of your order, return to Order Summary.

Conditions of Use | Privacy Notice © 1996-2017, Amazon.com, Inc. or its affiliates

Office DEPOT
OfficeMax

OFFICE DEPOT STORE 322
5111 Greenville Avenue
Dallas, TX 75206
(214) 365-9840

05/12/2017 17.3.2 10:34 AM
STR 322 REG 2 TRN 8342 EMP 649394

SALE

Product ID	Description	Total
968627	PPR 8.5X11 500	8.29SS
Instant Savings		-2.29
	You Pay	**6.00SS**

Subtotal:	6.00
Sales Tax:	0.50
Total:	6.50
Cash:	11.50
CHANGE:	(5.00)

****
JAY CUMMINGS 1963547607
Please create your online rewards account at officedepot.com/rewards. You must complete your account to claim your rewards and view your status.

Total Savings:
$2.29

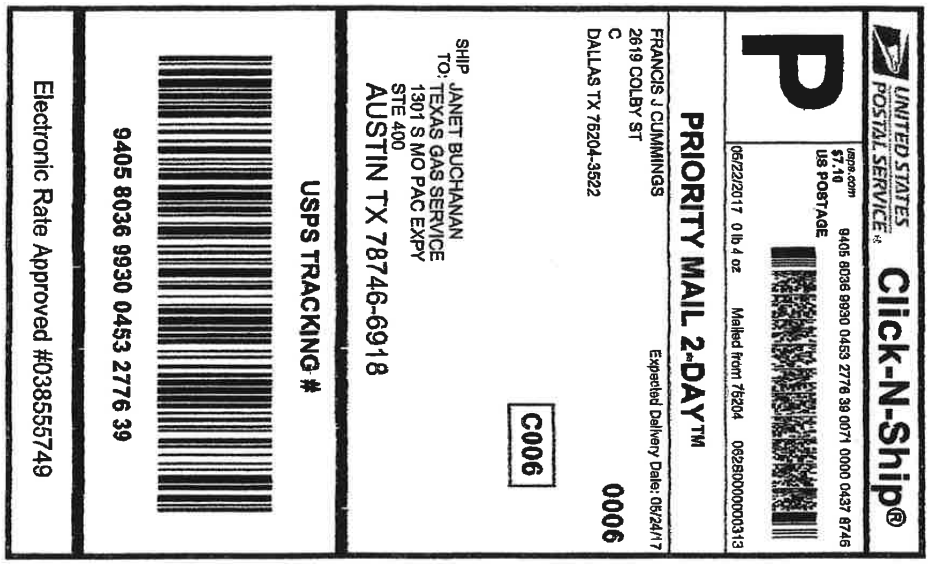
****
WE WANT TO HEAR FROM YOU!

Participate in our online customer survey and receive a coupon for **$10 off your next qualifying purchase of $50 or more on office supplies, furniture and more.** (Excludes Technology. Limit 1 coupon per household/business.)

Visit www.officedepot.com/feedback
and enter the survey code below:
B4VT 2FEZ WSPN
****

22VTPA3P533YX46WW

5/12/17
Typing Paper
#6.50



Cut on dotted line.

Instructions

1. Each Click-N-Ship® label is unique. Labels are to be used as printed and used only once. DO NOT PHOTO COPY OR ALTER LABEL.
2. Place your label so it does not wrap around the edge of the package.
3. Adhere your label to the package. A self-adhesive label is recommended. If tape or glue is used, DO NOT TAPE OVER BARCODE. Be sure all edges are secure.
4. To mail your package with PC Postage®, you may schedule a Package Pickup online, hand to your letter carrier, take to a Post Office™, or drop in a USPS collection box.
5. Mail your package on the "Ship Date" you selected when creating this label.

Click-N-Ship® Label Record

USPS TRACKING # / Insurance Number:
9405 8036 9930 0453 2776 39

Trans. #:	406229988	Priority Mail® Postage:	$7.10
Print Date:	05/22/2017	Insurance Fee	$0.00
Ship Date:	05/22/2017	Total	$7.10
Expected Delivery Date:	05/24/2017		
Insured Value:	$50.00		

From: FRANCIS J CUMMINGS
2619 COLBY ST
C
DALLAS TX 75204-3522

To: JANET BUCHANAN
TEXAS GAS SERVICE
1301 S MO PAC EXPY
STE 400
AUSTIN TX 78746-6918

Send Workpapers on May 23, 2017

* Retail Pricing: Priority Mail rates apply. There is no fee for USPS Tracking® service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.

UNITED STATES POSTAL SERVICE® *Thank you for shipping with the United States Postal Service!*
Check the status of your shipment on the USPS Tracking® page at usps.com

F. Jay Cummings, Consulting Economist

August 1, 2017

INVOICE

Re: 2017 Rio Grande Valley Rate Case

Billing Period: July 2017

Billing Period Professional Services		
Fees for Professional Services	$	83.33
Federal Income Tax Withholding on Fees for Professional Services (1)	$	(23.33)
Fees for Professional Services Net of Income Tax Withholding	$	60.00
Reimbursable Expenses (receipts attached)	$	-
Total Payment Due for Billing Period (2)	$	60.00

(1) Federal income tax withheld at a rate of 28% per Consulting Agreement Between Texas Gas Service, a Division of ONE Gas, Inc. and F. Jay Cummings, Consulting Economist, dated November 25, 2015. Tax withheld on behalf of Francis J. Cummings.

(2) Fees for Professional Services Net of Income Tax Withholding plus Reimbursable Expenses. Remit Total Payment Due payable to Francis J. Cummings to:

F. Jay Cummings
2619 Colby Street, No. C
Dallas, Texas 75204

2017 RIO GRANDE VALLEY SA IS RATE CASE TYE DEC 2016
091.082.7700.010002 ----------> $ 83.33
Task: 718662
Tax Withholding
091.0000.0000.2320120.00.000000 -----> ($ 23.33)
$ 60.00
Consultants
Exp. org: 7022

X [redacted]

F. Jay Cummings, Consulting Economist
2619 Colby Street, No. C
Dallas, Texas 75204

RE: 2017 Rio Grande Valley Rate Case

Date	Description	Hours	Amount
7/12/2017	Review request for information ("RFI") 1-16, direct testimony, and exhibits, and prepare response; provide input on RFI 1-7 as requested	0.33	$ 83.33
	Total Professional Services	0.33	$ 83.33
	Federal Tax Withholding on Fees for Professional Services		$ (23.33)
	Fees for Professional Services Net of Tax Withholding		$ 60.00
	Reimbursable Expenses (receipts attached):		
	Total		$ -
	Billing Period Total Due (Net of Tax Withholding)		$ 60.00

INVOICE

Invoice Information

Firm/Vendor:	Parsley Coffin
Office:	Austin
Invoice Number:	6456
Date of Invoice:	03/22/2017
Billing Period:	01/26/2017 - 02/28/2017
Date Posted:	03/22/2017
Invoice Description/Comment:	2017 RGV Rate Case

Amount Approved

Approved Total	**$307.50**
Invoice Currency:	**USD**
Date Approved:	04/06/2017
Final Approver:	[redacted]
Approved Fees	$307.50
Approved Expenses	$0.00
Comments to AP:	

Accounting Code Allocations

OM or PROJECT	GL Account	Task Code	Expenditure Org	Expense Type	Amount	Percentage	Comment
PROJECT	091.082.7700.010002	718662			$307.50	100%	

Vendor Address & Tax Information in Legal Tracker

Parsley Coffin
98 San Jacinto Blvd., Ste. 1450
Austin, Texas 78701

Tel:
Fax:

Remittance Address

Vendor Tax ID:
VAT ID: --
GST ID: --
HST ID: --
PST ID: --

Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Amount Billed

Billed Total	**$307.50**
Invoice Currency:	USD
Billed Fees	$307.50
Billed Expenses	$0.00

Approval History

User	Action	Date	Amount	Comment
[redacted]	Posted	03/22/2017	$307.50	
[redacted]	Approved	03/23/2017	$307.50	
[redacted]	Approved	03/27/2017	$307.50	
[redacted]	Approved	04/06/2017	$307.50	
Serengeti Administrator	AP Batch Run	04/06/2017	$307.50	Batch ID: 003000141 (Sent to AP: 04/06/2017 3:01:27 PM)

Additional Financial Information

Oracle ERP Vendor Number:	75208
Site Code:	AUSTIN
Name of Invoice File in .Zip:	Parsley Coffin - 6456.html
Comments to Firm:	
AP Route:	Default

Matter Information

Matter Name (Short):	2017 RGV SA IS Rate Case TYE Dec 2016
Matter ID:	201700010
Lead Company Person:	[redacted]
Organizational Unit:	ONE Gas, Inc. > 091 - TGS
Practice Group:	Legal Department > Rates & Regulatory
Law Firm Matter No.:	500.087
Country (in Matter):	United States

Invoice Line Items:

Date	Description	Narrative	Timekeeper	Units	Rate	Adjust	Taxes	TaxType%	Amount
01/26/2017	-	Review/Analyze RGV rate case preparation issues	Norman, Kate	0.3	$375.00				$112.50
02/28/2017	-	Review/Analyze issues re R. White draft testimony	Johnson, Evan D.	0.6	$325.00				$195.00

INVOICE

Invoice Information

Firm/Vendor:	Parsley Coffin
Office:	Austin
Invoice Number:	6484
Date of Invoice:	04/20/2017
Billing Period:	03/02/2017 - 03/31/2017
Date Posted:	04/20/2017
Invoice Description/Comment:	2017 RGV Rate Case

Amount Approved

Approved Total	**$447.50**
Invoice Currency:	**USD**
Date Approved:	05/09/2017
Final Approver:	[redacted]
Approved Fees	$447.50
Approved Expenses	$0.00
Comments to AP:	

Accounting Code Allocations

OM or PROJECT	GL Account	Task Code	Expenditure Org	Expense Type	Amount	Percentage	Comment
PROJECT	091.082.7700.010002	718662			$447.50	100%	

Vendor Address & Tax Information in Legal Tracker

Parsley Coffin
98 San Jacinto Blvd., Ste. 1450
Austin, Texas 78701

Tel:
Fax:

Remittance Address

Vendor Tax ID:
VAT ID: --
GST ID: --
HST ID: --
PST ID: --

Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Amount Billed

Billed Total	**$447.50**
Invoice Currency:	USD
Billed Fees	$447.50
Billed Expenses	$0.00

Approval History

User	Action	Date	Amount	Comment
[redacted]	Posted	04/20/2017	$447.50	
[redacted]	Approved	04/21/2017	$447.50	
[redacted]	Approved	05/01/2017	$447.50	
[redacted]	Approved	05/09/2017	$447.50	
Serengeti Administrator	AP Batch Run	05/09/2017	$447.50	Batch ID: 003000156 (Sent to AP: 05/09/2017 3:01:42 PM)

Additional Financial Information

Oracle ERP Vendor Number: 75208
Site Code: AUSTIN
Name of Invoice File in .Zip: Parsley Coffin - 6484.html
Comments to Firm:
AP Route: Default

Matter Information

Matter Name (Short): 2017 RGV SA IS Rate Case TYE Dec 2016
Matter ID: 201700010
Lead Company Person: [redacted]
Organizational Unit: ONE Gas, Inc. > 091 - TGS
Practice Group: Legal Department > Rates & Regulatory
Law Firm Matter No.: 500.087
Country (in Matter): United States

Invoice Line Items:

Date	Description	Narrative	Timekeeper	Units	Rate	Adjust	Taxes	TaxType%	Amount
03/02/2017	-	Communicate with client S. Houle, et al. re R. White draft testimony	Johnson, Evan D.	0.3	$325.00				$97.50
03/14/2017	-	Communicate with client S. Houle, et al. re case strategy	Norman, Kate	0.5	$375.00				$187.50
03/28/2017	-	Review/Analyze R. White draft testimony	Johnson, Evan D.	0.5	$325.00				$162.50

INVOICE

Invoice Information

Firm/Vendor:	Parsley Coffin
Office:	Austin
Invoice Number:	6502
Date of Invoice:	05/16/2017
Billing Period:	04/05/2017 - 04/30/2017
Date Posted:	05/16/2017
Invoice Description/Comment:	2017 RGV Rate Case

Amount Approved

Approved Total	**$13,025.00**
Invoice Currency:	**USD**
Date Approved:	07/03/2017
Final Approver:	[redacted]
Approved Fees	$13,025.00
Approved Expenses	$0.00
Comments to AP:	

Accounting Code Allocations

OM or PROJECT	GL Account	Task Code	Expenditure Org	Expense Type	Amount	Percentage	Comment
PROJECT	091.082.7700.010002	718662			$13,025.00	100%	

Vendor Address & Tax Information in Legal Tracker

Parsley Coffin
98 San Jacinto Blvd., Ste. 1450
Austin, Texas 78701

Tel:
Fax:

Remittance Address

Vendor Tax ID:
VAT ID: --
GST ID: --
HST ID: --
PST ID: --

Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Amount Billed

Billed Total	**$13,025.00**
Invoice Currency:	USD
Billed Fees	$13,025.00
Billed Expenses	$0.00

Approval History

User	Action	Date	Amount	Comment
[redacted]	Posted	05/16/2017	$13,025.00	
[redacted]	Approved	05/17/2017	$13,025.00	
[redacted]	Approved	05/18/2017	$13,025.00	
[redacted]	Approved	06/12/2017	$13,025.00	
[redacted]	Approved	06/19/2017	$13,025.00	
[redacted]	Approved	06/29/2017	$13,025.00	
[redacted]	Approved	07/03/2017	$13,025.00	
Serengeti Administrator	AP Batch Run	07/03/2017	$13,025.00	Batch ID: 003000179 (Sent to AP: 07/03/2017 3:01:32 PM)

Additional Financial Information

Oracle ERP Vendor Number:	75208
Site Code:	AUSTIN
Name of Invoice File in .Zip:	Parsley Coffin - 6502.html
Comments to Firm:	
AP Route:	Default

Matter Information

Matter Name (Short):	2017 RGV SA IS Rate Case TYE Dec 2016
Matter ID:	201700010
Lead Company Person:	[redacted]
Organizational Unit:	ONE Gas, Inc. > 091 - TGS

Practice Group: Legal Department > Rates & Regulatory
Law Firm Matter No.: 500.087
Country (in Matter): United States

Invoice Line Items:

Date	Description	Narrative	Timekeeper	Units	Rate	Adjust	Taxes	TaxType%	Amount
04/05/2017	-	Communicate with client S. Houle re case status	Norman, Kate	0.3	$375.00				$112.50
04/05/2017	-	Research issues re J. Cummings draft testimony	Johnson, Evan D.	0.3	$325.00				$97.50
04/05/2017	-	Review/Analyze R. White draft testimony	Johnson, Evan D.	0.9	$325.00				$292.50
04/10/2017	-	Review/Analyze R. White draft testimony	Johnson, Evan D.	0.7	$325.00				$227.50
04/11/2017	-	Review/Analyze R. White draft testimony and depreciation study	Johnson, Evan D.	2.3	$325.00				$747.50
04/12/2017	-	Review/Analyze depreciation study	Johnson, Evan D.	1.7	$325.00				$552.50
04/12/2017	-	Review/Analyze T. Serna testimony	Montes, Gene	0.4	$400.00				$160.00
04/13/2017	-	Review/Analyze D. Scalf testimony	Norman, Kate	2.4	$375.00				$900.00
04/13/2017	-	Review/Analyze R. White draft testimony	Johnson, Evan D.	0.6	$325.00				$195.00
04/14/2017	-	Communicate w/other external R. White re draft testimony	Johnson, Evan D.	0.5	$325.00				$162.50
04/14/2017	-	Review/Analyze R. White draft testimony	Johnson, Evan D.	0.7	$325.00				$227.50
04/14/2017	-	Review/Analyze D. Scalf and C. King testimony	Norman, Kate	1.6	$375.00				$600.00
04/17/2017	-	Communicate with client S. Houle re testimony review	Norman, Kate	0.3	$375.00				$112.50
04/17/2017	-	Review/Analyze H. Cunningham testimony	Montes, Gene	0.5	$400.00				$200.00
04/18/2017	-	Review/Analyze R. White draft testimony	Johnson, Evan D.	0.6	$325.00				$195.00
04/18/2017	-	Review/Analyze J. Hatfield and J. Jarrett testimony	Norman, Kate	2.1	$375.00				$787.50
04/18/2017	-	Review/Analyze H. Cunningham testimony	Montes, Gene	0.8	$400.00				$320.00
04/18/2017	-	Communicate w/other external R. White re draft testimony	Johnson, Evan D.	0.4	$325.00				$130.00
04/24/2017	-	Communicate with client S. Houle, et al. re J. Jarrett testimony	Norman, Kate	1	$375.00				$375.00
04/24/2017	-	Communicate with client S. Houle re testimony and case issues	Norman, Kate	0.9	$375.00				$337.50
04/24/2017	-	Review/Analyze J. Jarrett and J. Branz testimony	Norman, Kate	3.7	$375.00				$1,387.50
04/24/2017	-	Review/Analyze T. Lyons draft testimony	Johnson, Evan D.	0.8	$325.00				$260.00
04/25/2017	-	Review/Analyze C. King testimony	Norman, Kate	0.3	$375.00				$112.50
04/25/2017	-	Communicate with client S. Houle, et al. re C. King testimony	Norman, Kate	0.8	$375.00				$300.00
04/25/2017	-	Review/Analyze T. Lyons draft testimony	Johnson, Evan D.	0.9	$325.00				$292.50
04/26/2017	-	Communicate with client S. Houle, et al. re P. Dominguez testimony	Norman, Kate	0.9	$375.00				$337.50
04/26/2017	-	Communicate w/other external T. Lyons re draft testimony	Johnson, Evan D.	0.6	$325.00				$195.00
04/26/2017	-	Communicate with client S. Houle, et al. re D. Scalf testimony	Norman, Kate	1.5	$375.00				$562.50
04/26/2017	-	Review/Analyze T. Lyons draft testimony	Johnson, Evan D.	0.7	$325.00				$227.50
04/27/2017	-	Review/Analyze P. Raab testimony	Montes, Gene	2.3	$400.00				$920.00
04/27/2017	-	Review/Analyze J. Simpson testimony	Norman, Kate	1.1	$375.00				$412.50

04/27/2017 -	Communicate w/other external B . Fairchild re testimony	Norman, Kate	0.3	$375.00	$112.50
04/28/2017 -	Review/Analyze 2016 COSA settlement issues for rate case purposes	Norman, Kate	0.8	$375.00	$300.00
04/28/2017 -	Review/Analyze C. Turner testimony	Santos, Mark	1.7	$425.00	$722.50
04/28/2017 -	Communicate with client S. Houle re testimony issues	Norman, Kate	0.4	$375.00	$150.00

INVOICE

Invoice Information

Firm/Vendor:	Parsley Coffin
Office:	Austin
Invoice Number:	6526
Date of Invoice:	06/21/2017
Billing Period:	05/01/2017 - 05/31/2017
Date Posted:	06/21/2017
Invoice Description/Comment:	2017 RGV Rate Case

Amount Approved

Approved Total	**$28,675.00**
Invoice Currency:	**USD**
Date Approved:	07/31/2017
Final Approver:	[redacted]
Approved Fees	$28,675.00
Approved Expenses	$0.00
Comments to AP:	

Accounting Code Allocations

OM or PROJECT	GL Account	Task Code	Expenditure Org	Expense Type	Amount	Percentage	Comment
PROJECT	091.082.7700.010002	718662			$28,675.00	100%	

Vendor Address & Tax Information in Legal Tracker

Parsley Coffin
98 San Jacinto Blvd., Ste. 1450
Austin, Texas 78701

Tel:
Fax:

Remittance Address

Vendor Tax ID:
VAT ID: --
GST ID: --
HST ID: --
PST ID: --

Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Amount Billed

Billed Total	**$28,675.00**
Invoice Currency:	USD
Billed Fees	$28,675.00
Billed Expenses	$0.00

Approval History

User	Action	Date	Amount	Comment
[redacted]	Posted	06/21/2017	$28,675.00	
[redacted]	Approved	06/22/2017	$28,675.00	
[redacted]	Approved	06/26/2017	$28,675.00	
[redacted]	Approved	07/03/2017	$28,675.00	
[redacted]	Approved	07/04/2017	$28,675.00	
[redacted]	Approved	07/07/2017	$28,675.00	
[redacted]	Approved	07/31/2017	$28,675.00	
Serengeti Administrator	AP Batch Run	07/31/2017	$28,675.00	Batch ID: 003000189 (Sent to AP: 07/31/2017 3:01:56 PM)

Additional Financial Information

Oracle ERP Vendor Number: 75208
Site Code: AUSTIN
Name of Invoice File in .Zip: Parsley Coffin - 6526.html
Comments to Firm:
AP Route: Default

Matter Information

Matter Name (Short): 2017 RGV SA IS Rate Case TYE Dec 2016
Matter ID: 201700010
Lead Company Person: [redacted]
Organizational Unit: ONE Gas, Inc. > 091 - TGS

Practice Group: Legal Department > Rates & Regulatory
Law Firm Matter No.: 500.087
Country (in Matter): United States

Invoice Line Items:

Date	Description	Narrative	Timekeeper	Units	Rate	Adjust	Taxes	TaxType%	Amount
05/01/2017	-	Communicate with client S. Houle re testimony issues	Norman, Kate	0.6	$375.00				$225.00
05/01/2017	-	Review/Analyze testimony drafts	Norman, Kate	4.1	$375.00				$1,537.50
05/01/2017	-	Review/Analyze notice and protective agreement	Norman, Kate	0.7	$375.00				$262.50
05/01/2017	-	Review/Analyze draft testimony issues	Santos, Mark	0.4	$425.00				$170.00
05/02/2017	-	Review/Analyze deadlines for case	Norman, Kate	0.4	$375.00				$150.00
05/02/2017	-	Communicate with client S. Houle, et al. re draft testimony	Santos, Mark	0.2	$425.00				$85.00
05/02/2017	-	Communicate with client S. Houle re testimony issues	Norman, Kate	0.5	$375.00				$187.50
05/02/2017	-	Review/Analyze J. Branz testimony	Norman, Kate	4.4	$375.00				$1,650.00
05/03/2017	-	Communicate with client S. Houle, et al. re J. Branz testimony	Norman, Kate	1.2	$375.00				$450.00
05/03/2017	-	Review/Analyze D. Scalf testimony	Norman, Kate	1.4	$375.00				$525.00
05/03/2017	-	Review/Analyze J. Branz testimony issues	Norman, Kate	0.8	$375.00				$300.00
05/04/2017	-	Review/Analyze D. Scalf testimony	Norman, Kate	0.3	$375.00				$112.50
05/04/2017	-	Review/Analyze SOI filing issues	Norman, Kate	0.4	$375.00				$150.00
05/05/2017	-	Communicate with client S. Houle, et al. re D. Scalf testimony	Norman, Kate	1.4	$375.00				$525.00
05/05/2017	-	Review/Analyze P. Dominguez testimony	Norman, Kate	0.2	$375.00				$75.00
05/05/2017	-	Review/Analyze J. Branz testimony issues	Norman, Kate	0.4	$375.00				$150.00
05/05/2017	-	Communicate with client S. Houle re case issues	Norman, Kate	0.5	$375.00				$187.50
05/05/2017	-	Review/Analyze R. White and T. Lyons draft testimony	Johnson, Evan D.	1.1	$325.00				$357.50
05/08/2017	-	Review/Analyze J. Branz and D. Scalf testimony issues	Norman, Kate	1.1	$375.00				$412.50
05/08/2017	-	Communicate with client S. Houle re confidential materials	Norman, Kate	0.3	$375.00				$112.50
05/08/2017	-	Review/Analyze P. Dominguez testimony	Montes, Gene	2.5	$400.00				$1,000.00
05/09/2017	-	Communicate with client S. Houle, et al. re J. Simpson testimony	Norman, Kate	0.6	$375.00				$225.00
05/09/2017	-	Review/Analyze D. Scalf testimony issues	Norman, Kate	0.3	$375.00				$112.50
05/09/2017	-	Communicate with client S. Houle, et al. re C. Turner and J. Branz testimony	Norman, Kate	3.3	$375.00				$1,237.50
05/09/2017	-	Communicate with client C. Turner, et al. re draft testimony	Santos, Mark	1	$425.00				$425.00
05/09/2017	-	Review/Analyze issues re R. White draft testimony	Johnson, Evan D.	0.6	$325.00				$195.00
05/09/2017	-	Communicate w/other external R. White re draft testimony	Johnson, Evan D.	0.5	$325.00				$162.50
05/10/2017	-	Draft/Revise statement of intent	Roberts, Justin	1.3	$250.00				$325.00
05/10/2017	-	Review/Analyze issues re R. White draft testimony	Johnson, Evan D.	0.7	$325.00				$227.50
05/10/2017	-	Communicate with client S. Houle, et al. re C. King testimony	Norman, Kate	0.3	$375.00				$112.50
05/11/2017	-	Review/Analyze C. Turner draft testimony	Johnson, Evan D.	0.6	$325.00				$195.00

05/11/2017 -	Review/Analyze J. Hatfield testimony	Norman, Kate	0.8	$375.00	$300.00
05/11/2017 -	Review/Analyze T. Lyons draft testimony	Johnson, Evan D.	0.5	$325.00	$162.50
05/11/2017 -	Communicate with client S. Houle, et al. re case strategy	Norman, Kate	0.6	$375.00	$225.00
05/11/2017 -	Review/Analyze B. Fairchild draft testimony	Santos, Mark	1.4	$425.00	$595.00
05/11/2017 -	Communicate with client S. Borgstadt, et al. re incentive compensation testimony	Santos, Mark	0.3	$425.00	$127.50
05/11/2017 -	Review/Analyze B. Fairchild testimony	Norman, Kate	1.2	$375.00	$450.00
05/11/2017 -	Communicate with client S. Houle, et al. re case issues	Norman, Kate	0.4	$375.00	$150.00
05/12/2017 -	Communicate with client S. Houle, et al. re C. Turner testimony	Norman, Kate	0.4	$375.00	$150.00
05/12/2017 -	Review/Analyze J. Jarrett testimony	Norman, Kate	1.1	$375.00	$412.50
05/12/2017 -	Review/Analyze rate case issues	Norman, Kate	0.4	$375.00	$150.00
05/12/2017 -	Review/Analyze C. Turner testimony issues	Norman, Kate	0.9	$375.00	$337.50
05/12/2017 -	Communicate with client C. Turner re draft testimony	Santos, Mark	0.4	$425.00	$170.00
05/12/2017 -	Draft/Revise statement of intent	Roberts, Justin	0.8	$250.00	$200.00
05/12/2017 -	Review/Analyze issues re R. White draft testimony	Johnson, Evan D.	0.6	$325.00	$195.00
05/12/2017 -	Communicate w/other external B. Fairchild re testimony	Norman, Kate	0.2	$375.00	$75.00
05/15/2017 -	Review/Analyze SOI and notice	Norman, Kate	1.2	$375.00	$450.00
05/15/2017 -	Review/Analyze J. Branz, C. King and C. Turner testimony	Norman, Kate	1.7	$375.00	$637.50
05/16/2017 -	Review/Analyze S. Borgstadt testimony and related issues	Norman, Kate	3.2	$375.00	$1,200.00
05/16/2017 -	Review/Analyze J. Cummings draft testimony	Johnson, Evan D.	0.7	$325.00	$227.50
05/17/2017 -	Review/Analyze J. Cummings draft testimony and exhibits	Johnson, Evan D.	1.7	$325.00	$552.50
05/18/2017 -	Review/Analyze J. Cummings and T. Lyons draft testimony	Johnson, Evan D.	2.8	$325.00	$910.00
05/18/2017 -	Review/Analyze J. Cummings exhibits	Azarani, Emma	0.8	$175.00	$140.00
05/19/2017 -	Communicate with client S. Houle, et al. re T. Lyons draft testimony	Johnson, Evan D.	0.8	$325.00	$260.00
05/19/2017 -	Communicate with client S. Houle, et al. re B. Fairchild testimony	Norman, Kate	0.5	$375.00	$187.50
05/19/2017 -	Communicate with client S. Houle re testimony status	Norman, Kate	0.3	$375.00	$112.50
05/19/2017 -	Review/Analyze S. Borgstadt testimony	Norman, Kate	0.9	$375.00	$337.50
05/19/2017 -	Review/Analyze testimony and SOI filing issues	Norman, Kate	0.5	$375.00	$187.50
05/19/2017 -	Review/Analyze T. Lyons and J. Cummings draft testimony	Johnson, Evan D.	2.6	$325.00	$845.00
05/22/2017 -	Communicate with client S. Houle, et al. re draft testimony	Norman, Kate	1.8	$375.00	$675.00
05/22/2017 -	Review/Analyze D. Scalf testimony issues	Norman, Kate	0.3	$375.00	$112.50
05/23/2017 -	Review/Analyze T. Lyons and J. Cummings draft testimony	Johnson, Evan D.	1	$325.00	$325.00
05/23/2017 -	Communicate with client S. Houle re testimony issues	Norman, Kate	1.4	$375.00	$525.00
05/23/2017 -	Communicate with client S. Borgstadt re testimony	Norman, Kate	0.4	$375.00	$150.00
05/23/2017 -	Review/Analyze S. Borgstadt and D. Scalf testimony	Norman, Kate	2.7	$375.00	$1,012.50
05/24/2017 -	Communicate with client S. Houle re testimony	Norman, Kate	1.6	$375.00	$600.00
05/24/2017 -	Review/Analyze S. McTaggart and S. Borgstadt testimony	Norman, Kate	3.2	$375.00	$1,200.00
05/25/2017 -	Communicate with client S. Houle, et al. re testimony	Norman, Kate	1	$375.00	$375.00

05/25/2017 -	Review/Analyze J. Jarrett and S. McTaggart testimony	Norman, Kate	0.9	$375.00	$337.50
05/26/2017 -	Review/Analyze S. McTaggart testimony	Norman, Kate	0.8	$375.00	$300.00
05/26/2017 -	Review/Analyze J. Cummings and T. Lyons draft testimony	Johnson, Evan D.	1.1	$325.00	$357.50
05/30/2017 -	Review/Analyze T. Lyons draft testimony	Johnson, Evan D.	0.4	$325.00	$130.00
05/30/2017 -	Review/Analyze J. Branz testimony	Norman, Kate	0.7	$375.00	$262.50
05/30/2017 -	Review/Analyze SOI preparation issues	Norman, Kate	0.6	$375.00	$225.00
05/31/2017 -	Communicate w/other external B. Fairchild re testimony	Norman, Kate	0.2	$375.00	$75.00
05/31/2017 -	Communicate with client S. Houle re case status	Norman, Kate	0.2	$375.00	$75.00
05/31/2017 -	Review/Analyze SOI preparation issues	Norman, Kate	0.6	$375.00	$225.00
05/31/2017 -	Draft/Revise witness testimony affidavits	Azarani, Emma	0.7	$175.00	$122.50

INVOICE

Invoice Information

Firm/Vendor:	Parsley Coffin
Office:	Austin
Invoice Number:	6554
Date of Invoice:	07/25/2017
Billing Period:	06/01/2017 - 06/30/2017
Date Posted:	07/25/2017
Invoice Description/Comment:	2017 RGV Rate Case

Amount Approved

Approved Total	**$20,132.55**
Invoice Currency:	**USD**
Date Approved:	07/31/2017
Final Approver:	[redacted]
Approved Fees	$12,030.00
Approved Expenses	$8,102.55
Comments to AP:	

Accounting Code Allocations

OM or PROJECT	GL Account	Task Code	Expenditure Org	Expense Type	Amount	Percentage	Comment
PROJECT	091.082.7700.010002	718662			$20,132.55	100%	

Vendor Address & Tax Information in Legal Tracker

Parsley Coffin
98 San Jacinto Blvd., Ste. 1450
Austin, Texas 78701

Tel:
Fax:

Remittance Address

Vendor Tax ID:
VAT ID: --
GST ID: --
HST ID: --
PST ID: --

Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Amount Billed

Billed Total	**$20,132.55**
Invoice Currency:	USD
Billed Fees	$12,030.00
Billed Expenses	$8,102.55

Approval History

User	Action	Date	Amount	Comment
[redacted]	Posted	07/25/2017	$20,132.55	
[redacted]	Approved	07/27/2017	$20,132.55	
[redacted]	Approved	07/28/2017	$20,132.55	
[redacted]	Approved	07/28/2017	$20,132.55	
[redacted]	Approved	07/28/2017	$20,132.55	
[redacted]	Approved	07/29/2017	$20,132.55	
[redacted]	Approved	07/31/2017	$20,132.55	
Serengeti Administrator	AP Batch Run	07/31/2017	$20,132.55	Batch ID: 003000189 (Sent to AP: 07/31/2017 3:01:56 PM)

Additional Financial Information

Oracle ERP Vendor Number:	75208
Site Code:	AUSTIN
Name of Invoice File in .Zip:	Parsley Coffin - 6554.html
Comments to Firm:	
AP Route:	Default

Matter Information

Matter Name (Short):	2017 RGV SA IS Rate Case TYE Dec 2016
Matter ID:	201700010
Lead Company Person:	[redacted]
Organizational Unit:	ONE Gas, Inc. > 091 - TGS

Practice Group: Legal Department > Rates & Regulatory
Law Firm Matter No.: 500.087
Country (in Matter): United States

Invoice Line Items:

Date	Description	Narrative	Timekeeper	Units	Rate	Adjust	Taxes	TaxType%	Amount
06/01/2017	-	Review/Analyze J. Branz testimony workpapers	Azarani, Emma	0.7	$175.00				$122.50
06/05/2017	-	Review/Analyze SOI filing documents	Norman, Kate	0.8	$375.00				$300.00
06/05/2017	-	Review/Analyze testimony, exhibits and workpapers for final rate filing package	Azarani, Emma	6.3	$175.00				$1,102.50
06/06/2017	-	Review/Analyze filing requirements re depreciation expense	Johnson, Evan D.	0.3	$325.00				$97.50
06/06/2017	-	Review/Analyze SOI filing issues	Norman, Kate	1.2	$375.00				$450.00
06/06/2017	-	Communicate with client S. Houle re case issues	Norman, Kate	0.4	$375.00				$150.00
06/06/2017	-	Review/Analyze SOI and notice	Norman, Kate	1.9	$375.00				$712.50
06/06/2017	-	Communicate with client S. Houle re notice and SOI	Norman, Kate	0.4	$375.00				$150.00
06/06/2017	-	Review/Analyze testimony, exhibits and workpapers for final rate filing package	Azarani, Emma	5.5	$175.00				$962.50
06/07/2017	-	Review/Analyze T. Lyons workpapers	Johnson, Evan D.	0.7	$325.00				$227.50
06/07/2017	-	Review/Analyze SOI and RFP issues	Norman, Kate	2.4	$375.00				$900.00
06/07/2017	-	Review/Analyze testimony, exhibits and workpapers for final rate filing package	Azarani, Emma	6.8	$175.00				$1,190.00
06/08/2017	-	Review/Analyze T. Lyons workpapers	Johnson, Evan D.	1.6	$325.00				$520.00
06/08/2017	-	Review/Analyze testimony, exhibits and workpapers for final rate filing package	Azarani, Emma	10.9	$175.00				$1,907.50
06/08/2017	-	Review/Analyze and compare tariffs to proposed notice	Azarani, Emma	1	$175.00				$175.00
06/08/2017	-	Review/Analyze SOI issues	Norman, Kate	1.3	$375.00				$487.50
06/09/2017	-	Review/Analyze T. Lyons workpapers	Johnson, Evan D.	0.6	$325.00				$195.00
06/09/2017	-	Review/Analyze testimony, exhibits and workpapers for final rate filing package	Azarani, Emma	6.1	$175.00				$1,067.50
06/09/2017	-	Review/Analyze SOI filing and related issues	Norman, Kate	1.4	$375.00				$525.00
06/11/2017	-	Review/Analyze SOI preparation issues	Norman, Kate	0.8	$375.00				$300.00
06/15/2017	-	Communicate w/other external G. Gay re city contact info	Norman, Kate	0.2	$375.00				$75.00
06/20/2017	-	Communicate with client S. Houle re case status	Norman, Kate	0.3	$375.00				$112.50
06/20/2017	-	Review/Analyze issues re city receipt of filing	Norman, Kate	0.2	$375.00				$75.00
06/22/2017	-	Review/Analyze issues re integrated model	Norman, Kate	0.6	$375.00				$225.00
06/13/2017	E107 - Delivery Services/Messengers	Delivery services/messengers - Federal Express - TGS RGVSA SOI	Norman, Kate	1	$1,666.44				$1,666.44
06/13/2017	E102 - Outside Printing	Outside printing - Rainmaker - RGVSA Cities SOI	Norman, Kate	1	$6,436.11				$6,436.11

rainmaker
Document Technologies

PLEASE PAY FROM THIS INVOICE
Remit Payment to:
301 Congress Avenue
Suite 250
Austin, Texas 78701

Invoice

Date	Invoice #
6/13/2017	41269

Bill To	Ship To
Parsley Coffin Renner Attn: Accounts Payable 98 San Jacinto Blvd. Suite 1450 Austin, TX 78701	Parsley Coffin Renner 98 San Jacinto Blvd. Suite 1450 Austin, TX 78701

Ordered By	Reference Number	Terms	Rep	Project Number	Delivery Date
Shelley Morgan	500.087	Due on receipt	AG	06170110	6/13/2017

Description of Services Provided	Qty	Rate	Amount
Digital Black and White Prints - x46, 2-sided per instructions, custom tabs inserted, 3-hole punched and placed in provided acco binders	46,876	0.10	4,687.60T
Digital Color Prints - x10, 2-sided and stapled	1,320	0.50	660.00T
Custom Tabs	1,196	0.50	598.00T

Subtotal	$5,945.60
Sales Tax (8.25%)	$490.51
Total	$6,436.11
Payments/Credits	$0.00
Balance Due	$6,436.11

Customer Signature

Thank you for choosing
Rainmaker Document Technologies!!

Phone Number	Fax Number	Federal Tax ID Number
512.472.9911	512.472.6161	43-2033387

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392342371 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$48.08
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Alonzo Perez, Mayor
City of Elsa
216 E. 4th Street
ELSA TX 78543
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.29
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
DAS Extended Comm	2.60
Total charges	**$48.08**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201711:36
Service area code	A5
Signed by	L.MORENO

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392342670 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$45.41
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Chris Boswell, Mayor
City of Harlingen
118 E TYLER AVE
HARLINGEN TX 78550
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.22
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
Total charges	**$45.41**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201709:33
Service area code	A2
Signed by	G.GARCIA

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392343231 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$45.41
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Diana Martinez, Mayor
City of Alamo
420 N TOWER RD
ALAMO TX 78516
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.22
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
Total charges	**$45.41**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201709:36
Service area code	A4
Signed by	I.IBARRA

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392343573 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$45.41
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Martin Cepeda, Mayor
City of Hidalgo
704 E TEXANO DR
HIDALGO TX 78557
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.22
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
Total charges	**$45.41**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201709:55
Service area code	A4
Signed by	V.VILLAGOMEZ

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392343595 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$45.41
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Irene Munoz, Mayor
City of Donna
307 S 12TH ST
DONNA TX 78537
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.22
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
Total charges	**$45.41**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201709:58
Service area code	A4
Signed by	I.LIMON
View signature proof of delivery	

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392343610 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$45.41
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Marco Sanchez, Mayor
Town of Combes
21626 Hand Road
COMBES TX 78535
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.22
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
Total charges	**$45.41**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201708:46
Service area code	A2
Signed by	J.DUARTE

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392343838 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$45.41
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Richard H. Garcia, Mayor
City of Edinburg
415 W UNIVERSITY DR
EDINBURG TX 78539
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.22
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
Total charges	**$45.41**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201709:21
Service area code	A4
Signed by	S.RODRIGUEZ

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392344168 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$46.70
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Tony Martinez, Mayor
City of Brownsville
1034 E LEVEE ST
BROWNSVILLE TX 78520
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	8.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	54.11
Fuel Surcharge	1.25
Weekday Delivery	0.00
Automation Bonus Discount	-8.66
Total charges	**$46.70**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201709:55
Service area code	A2
Signed by	J.GUTIERREZ

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392344293 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$48.08
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Robert Schmaizried, Mayor
City of EdCouch
211 W. Southern
EDCOUCH TX 78538
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.29
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
DAS Extended Comm	2.60
Total charges	**$48.08**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201710:13
Service area code	A5
Signed by	S.MONTALVO

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392344411 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$45.41
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Salvador Vela, Mayor
City of Alton
509 S. Alton Blvd.
MISSION TX 78573
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.22
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
Total charges	~~$45.41~~

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201709:36
Service area code	A4
Signed by	E.CORDOVA
View signature proof of delivery	

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392456727 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$48.08
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Alma Moron, Mayor
City of La Villa
916 S. Mike Chapa
LA VILLA TX 78562
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.29
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
DAS Comm	2.60
Total charges	**$48.08**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201710:05
Service area code	A5
Signed by	B.RODRIGUEZ

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392457263 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$45.41
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

George Rivera, Mayor
City of Palm Valley
1313 N STUART PLACE RD
HARLINGEN TX 78552
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.22
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
Total charges	**$45.41**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201708:33
Service area code	A2
Signed by	N.VARGAS

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392457517 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$45.41
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Henry Hinojosa, Mayor
City of Mercedes
400 S OHIO AVE
MERCEDES TX 78570
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.22
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
Total charges	**$45.41**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery -

Delivery date	06/14/201708:58
Service area code	A2
Signed by	E.RDZ

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392457642 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$45.41
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Jose Salinas, Mayor
City of La Joya
101 N LEO AVE
LA JOYA TX 78560
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.22
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
Total charges	**$45.41**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201710:06
Service area code	A7
Signed by	J.TOVAR

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392457734 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$45.41
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Jim Darling, Mayor
City of McAllen
1300 Houston Ave.
MCALLEN TX 78501
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.22
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
Total charges	**$45.41**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201710:13
Service area code	A4
Signed by	M.ZAPATA

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392458204 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$48.08
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Jose G. Solis, Mayor
City of Lyford
13550 Main Ave.
LYFORD TX 78569
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.29
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
DAS Extended Comm	2.60
Total charges	**$48.08**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201709:29
Service area code	A4
Signed by	O.REYNA
View signature proof of delivery	

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392458340 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$46.70
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Norberto Salinas, Mayor
City of Mission
1201 E 8TH ST
MISSION TX 78572
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	8.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	54.11
Fuel Surcharge	1.25
Weekday Delivery	0.00
Automation Bonus Discount	-8.66
Total charges	**$46.70**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201709:56
Service area code	A4
Signed by	J.LOYA

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392458546 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$45.41
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Susie Houston, Mayor
City of Laguna Vista
122 Fernandez
SAN BENITO TX 78586
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.22
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
Total charges	**$45.41**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201709:41
Service area code	A2
Signed by	A.BECKER

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392458616 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$45.41
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Olga H. Maldonado, Mayor
City of La Feria
115 E COMMERCIAL AVE
LA FERIA TX 78559
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.22
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
Total charges	**$45.41**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201708:54
Service area code	A2
Signed by	M.MARTINEZ

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392459016 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$48.08
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Polo Narvaez, Mayor
City of Los Fresnos
200 N BRAZIL ST
LOS FRESNOS TX 78566
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.29
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
DAS Extended Comm	2.60
Total charges	**$48.08**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201709:23
Service area code	A2
Signed by	M.GONZALEEZ

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392724936 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$45.41
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Ambrosio"Amos" Hernandez, Mayo
City of Pharr
118 S. Cage Blvd.
PHARR TX 78577
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.22
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
Total charges	**$45.41**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201709:16
Service area code	A4
Signed by	M.GUTTIEREZ

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392725038 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$45.41
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Cyndie Rathbun, Mayor
Town of Rancho Viejo
3301 Carmen Ave.
OLMITO TX 78575
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.22
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
Total charges	**$45.41**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201708:50
Service area code	A2
Signed by	M.BATRIS
View signature proof of delivery	

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392725667 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$45.41
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Arturo Aleman, Mayor
City of Progreso
300 N. FM 1015 Rd.
PROGRESO TX 78579
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.22
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
Total charges	**$45.41**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201709:47
Service area code	A2
Signed by	A.ESPINOSA

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392725976 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$45.41
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Gerardo Perez, Mayor
City of Palmview
400 W. Veterans Blvd.
MISSION TX 78572
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.22
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
Total charges	**$45.41**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201710:35
Service area code	A4
Signed by	E.PERREZ

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392726023 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$48.08
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Juan Jose Zamora, Mayor
City of Port Isabel
305 E MAXAN ST
PORT ISABEL TX 78578
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.29
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
DAS Comm	2.60
Total charges	**$48.08**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201710:14
Service area code	A7
Signed by	M.TRUJILLO

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392726137 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$45.41
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Ramiro J. Rodriguez, Jr., Mayo
City of Palmhurst
4417 N. Shary Rd.
MISSION TX 78573
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.22
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
Total charges	**$45.41**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201709:19
Service area code	A4
Signed by	G.CRUZ

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392726160 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$48.08
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Gilbert Gonzales, Mayor
City of Raymondville
142 S 7TH ST
RAYMONDVILLE TX 78580
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.29
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
DAS Extended Comm	2.60
Total charges	**$48.08**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201710:05
Service area code	A7
Signed by	D.GARZA

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392726365 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$48.08
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Gustavo Olivares, Mayor
City of Rio Hondo
121 N ARROYO BLVD
RIO HONDO TX 78583
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.29
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
DAS Extended Comm	2.60
Total charges	**$48.08**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201709:38
Service area code	A2
Signed by	L.GARZA

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392726505 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$45.41
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

R. Dave Kusch
City of Primera
22893 N STUART PLACE RD
HARLINGEN TX 78552
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.22
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
Total charges	**$45.41**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201709:24
Service area code	A2
Signed by	M.FLORES
View signature proof of delivery	

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392726711 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$45.41
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Rodrigo Lopez, Mayor
City of Penitas
1111 S. FM 1427
PENITAS TX 78576
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.22
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
Total charges	**$45.41**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201709:53
Service area code	A4
Signed by	M.MORALES

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392878479 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$48.08
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Andres Contreras, Mayor
City of Santa Rosa
411 S. 6th St.
SANTA ROSA TX 78593
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.29
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
DAS Extended Comm	2.60
Total charges	**$48.08**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201709:25
Service area code	A2
Signed by	M.GONZALEZ
View signature proof of delivery	

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392879306 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$45.41
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Celeste Z. Sanchez, Mayor
CIty of San benito
401 N. Sam Houston
SAN BENITO TX 78586
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.22
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
Total charges	**$45.41**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201710:19
Service area code	A2
Signed by	Y.LOPEZ

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392879821 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$45.41
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

David Suarez, Mayor
City of Weslaco
255 S KANSAS AVE
WESLACO TX 78596
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.22
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
Total charges	**$45.41**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201709:26
Service area code	A2
Signed by	M.LOPEZ

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779392879946 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$45.41
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

FedEx has audited this shipment for correct packag Read More..
Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..
The package weight exceeds the maximum for the pac Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Mario Garza, Mayor
City of San Juan
709 S. Nebraska St.
SAN JUAN TX 78589
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	7.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	52.61
Fuel Surcharge	1.22
Weekday Delivery	0.00
Automation Bonus Discount	-8.42
Total charges	**$45.41**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201710:06
Service area code	A4
Signed by	V.CASAREZ

View signature proof of delivery

Back

FedEx

FedEx Billing Online

Tracking ID Details

Back

Tracking ID Summary

Help Hide

Billing Information

Tracking ID no.	<Prev 779393985517 Next>
Invoice no.	2-366-32629
Account no.	4851-0094-6
Bill date	06/13/2017
Total Billed	$95.89
Tracking ID Balance due	**$0.00**
Status	Paid CC

View Invoice History
View signature proof of delivery

Messages

Distance Based Pricing, Zone 3
Fuel Surcharge - FedEx has applied a fuel surcharg Read More..

Transaction Details

Help Hide

Sender Information

Kate Norman
Parsley Coffin Renner LLP
98 San Jacinto Blvd.
AUSTIN TX 78701
US

Recipient Information

Naomi Perales
Texas Gas Service Company
5602 East Grimes Road
HARLINGEN TX 78550
US

Shipment Details

Ship date	06/13/2017
Payment type	Shipper
Service type	FedEx Priority Overnight
Zone	03
Package type	Customer Packaging
Weight	36.00lbs
Pieces	1
Meter No.	101188998
Declared value	$0.00

Charges

Transportation Charge	111.10
Fuel Surcharge	2.57
Weekday Delivery	0.00
Automation Bonus Discount	-17.78
Total charges	**$95.89**

Original Reference

Customer reference no.	500.087
Department no.	
Reference #2	TGS RGVSA SOI
Reference #3	

Proof of Delivery

Delivery date	06/14/201709:07
Service area code	A2
Signed by	R.MARTINEZ

View signature proof of delivery

Back

INVOICE

Invoice Information

Firm/Vendor:	Parsley Coffin
Office:	Austin
Invoice Number:	6577
Date of Invoice:	08/21/2017
Billing Period:	07/06/2017 - 07/31/2017
Date Posted:	08/21/2017
Invoice Description/Comment:	2017 RGV Rate Case

Amount Approved

Approved Total

Invoice Currency: USD

Date Approved:

Final Approver:

Approved Fees

Approved Expenses

Comments to AP:

Accounting Code Allocations

OM or PROJECT	GL Account	Task Code	Expenditure Org	Expense Type	Amount	Percentage	Comment
PROJECT	091.082.7700.010002	718662				100%	

Vendor Address & Tax Information in Legal Tracker

Parsley Coffin
98 San Jacinto Blvd., Ste. 1450
Austin, Texas 78701

Tel:
Fax:

Remittance Address

Vendor Tax ID:
VAT ID: --
GST ID: --
HST ID: --
PST ID: --

Sales Tax ID: --
QST ID: --
Withholding Tax ID: --

Amount Billed

Billed Total	**$6,350.00**
Invoice Currency:	USD
Billed Fees	$6,350.00
Billed Expenses	$0.00

Approval History

User	Action	Date	Amount	Comment
[redacted]	Posted	08/21/2017	$6,350.00	
[redacted]	Approved	08/24/2017	$6,350.00	
[redacted]	Approved	08/25/2017	$6,350.00	
[redacted]	Approved	08/28/2017	$6,350.00	
[redacted]	Approved	08/29/2017	$6,350.00	
[redacted]	Approved	08/29/2017	$6,350.00	
[redacted]	Pending			

Additional Financial Information

Oracle ERP Vendor Number:	75208
Site Code:	AUSTIN
Name of Invoice File in .Zip:	Parsley Coffin - 6577.html
Comments to Firm:	
AP Route:	Default

Matter Information

Matter Name (Short):	2017 RGV SA IS Rate Case TYE Dec 2016
Matter ID:	201700010
Lead Company Person:	[redacted]
Organizational Unit:	ONE Gas, Inc. > 091 - TGS
Practice Group:	Legal Department > Rates & Regulatory

Law Firm Matter No.: 500.087
Country (in Matter): United States

Invoice Line Items:

Date	Description	Narrative	Timekeeper	Units	Rate	Adjust	Taxes	TaxType%	Amount
07/06/2017	-	Review/Analyze Cities 1st RFIs	Norman, Kate	0.3	$375.00				$112.50
07/13/2017	-	Communicate with client S. Houle re draft discovery responses	Norman, Kate	0.4	$375.00				$150.00
07/13/2017	-	Review/Analyze draft discovery responses	Norman, Kate	1.8	$375.00				$675.00
07/13/2017	-	Review/Analyze tariffs for discovery responses	Azarani, Emma	5.4	$175.00				$945.00
07/13/2017	-	Review/Analyze draft discovery responses	Santos, Mark	0.8	$425.00				$340.00
07/13/2017	-	Review/Analyze draft discovery responses	Johnson, Evan D.	0.3	$325.00				$97.50
07/14/2017	-	Review/Analyze discovery issues	Montes, Gene	1.3	$400.00				$520.00
07/14/2017	-	Review/Analyze discovery issues	Norman, Kate	1.4	$375.00				$525.00
07/17/2017	-	Research re Lyons workpapers	Azarani, Emma	1	$175.00				$175.00
07/17/2017	-	Communicate with client S. Borgstadt and S. Houle re discovery responses	Norman, Kate	0.5	$375.00				$187.50
07/17/2017	-	Review/Analyze draft discovery responses	Norman, Kate	2.8	$375.00				$1,050.00
07/17/2017	-	Review/Analyze draft discovery responses	Montes, Gene	1	$400.00				$400.00
07/18/2017	-	Review/Analyze and finalize draft discovery responses	Norman, Kate	0.9	$375.00				$337.50
07/18/2017	-	Review/Analyze and finalize responses to Cities 1st RFIs	Azarani, Emma	3.1	$175.00				$542.50
07/19/2017	-	Draft/Revise correspondence to Cities' counsel distributing TGS RFI responses	Norman, Kate	0.2	$375.00				$75.00
07/26/2017	-	Review/Analyze draft discovery responses	Johnson, Evan D.	0.3	$325.00				$97.50
07/28/2017	-	Review/Analyze Cities 2nd RFIs	Montes, Gene	0.3	$400.00				$120.00

PARSLEY COFFIN RENNER LLP

P. O. Box 13366
Austin, TX 78711
512-879-0900
Federal I.D. No. 27-0934461

Joe McCormick
ONE Gas, Inc. - Texas Gas Service Company
First Place Tower
15 E. 5th Street
Tulsa, OK 74103

Statement Date: September 22, 2017
Statement No. 6600
Client No. 500.087
Page: 1

RE: 2017 RGV SA IS Rate TYE Dec 2016

Fees

					Rate	Hours	
08/01/2017	KWN	L310	A104	Review/Analyze discovery responses	375.00	1.10	412.50
08/02/2017	EDJ	L310	A104	Review/Analyze draft discovery responses	325.00	0.60	195.00
	GM1	L310	A104	Review/Analyze draft discovery responses	400.00	1.50	600.00
08/03/2017	EDJ	L310	A104	Review/Analyze draft discovery responses	325.00	0.50	162.50
	KWN	L310	A104	Review/Analyze discovery responses	375.00	0.50	187.50
	GM1	L310	A104	Review/Analyze draft discovery responses	400.00	2.40	960.00
08/07/2017	KWN	L310	A104	Review/Analyze discovery responses	375.00	2.20	825.00
08/08/2017	KWN	L310	A104	Review/Analyze discovery responses	375.00	1.40	525.00
	ERA	L310	A104	Review/Analyze draft discovery responses	175.00	1.80	315.00
08/09/2017	KWN	L310	A104	Review/Analyze discovery responses	375.00	0.30	112.50
08/14/2017	KWN	L310	A104	Review/Analyze draft discovery responses	375.00	1.20	450.00
	KWN	L310	A106	Communicate with client S. Houle re discovery	375.00	0.20	75.00
08/15/2017	KWN	L310	A106	Communicate with client S. Borgstadt re discovery	375.00	0.20	75.00
	KWN	L310	A104	Review/Analyze discovery issues	375.00	0.40	150.00
08/16/2017	KWN	L310	A104	Review/Analyze draft discovery responses	375.00	0.60	225.00
08/17/2017	KWN	L310	A104	Review/Analyze draft discovery responses	375.00	1.10	412.50
08/18/2017	KWN	L310	A104	Review/Analyze and finalize discovery responses	375.00	0.90	337.50
	ERA	L310	A104	Review/Analyze draft discovery responses	175.00	2.50	437.50
08/21/2017	KWN	L160	A104	Review/Analyze issues re settlement timing	375.00	0.20	75.00
08/23/2017	KWN	L160	A104	Review/Analyze issues re settlement timing	375.00	0.30	112.50
08/24/2017	KWN	L160	A104	Review/Analyze issues re scheduling settlement meetings	375.00	0.40	150.00

ONE Gas, Inc. - Texas Gas Service Co
Account No. 500.087
RE: 2017 RGV SA IS Rate TYE Dec 20

Statement Date: 09/22/2017
Statement No. 6600
Page No. 2

					Rate	Hours	
08/25/2017	KWN	L120	A104	Review/Analyze issues re relationship between incorporated and environs SOIs	375.00	0.60	225.00
				For Current Services Rendered		20.90	7,020.00

Recapitulation

Timekeeper	Hours	Rate	Total
Kate Norman	11.60	$375.00	$4,350.00
Emma Azarani	4.30	175.00	752.50
Evan D. Johnson	1.10	325.00	357.50
Gene Montes	3.90	400.00	1,560.00

Total Current Work 7,020.00

Balance Due $7,020.00

Task Code Summary

		Fees	Expenses
L120	Analysis/Strategy	225.00	0.00
L160	Settlement/Non-Binding ADR	337.50	0.00
L100		562.50	0.00
L310	Written Discovery	6457.50	0.00
L300	Discovery	6,457.50	0.00

PAUL H. RAAB
ECONOMIC CONSULTING

5313 PORTSMOUTH ROAD
BETHESDA, MD 20816
(301) 320-7549 • FAX: (301) 320-8369

TGS - April 1, 2017

Ms. Julie Hatfield
Energy Efficiency/Conservation Program Manager
Texas Gas Service Company
1301 South Mopac Expressway, Suite 400
Austin, TX 78746

INVOICE

Professional fees and expenses related to EM&V services performed for Texas Gas Service in its RGV service area (detail attached):

Professional Fees	$	5,900
Out-of-Pocket Expenses	$	-
Federal Express	$	-
TOTAL	$	5,900

2017 Rio Grande Valley SA IS Rate Case TYE Dec. 2016
091.082.7700.010002 Task: 718662
Consultants
Exp. org: 7022

[redacted]

[redacted]
4/12/2017

I040117.11

DETAILED INVOICE - HOURS BREAKDOWN

Date	Consultant	Hours	Expenses	Task
3/27	Raab - RGV	8.0		RGV Testimony
3/28	Raab - RGV	8.0		RGV Testimony
3/29	Raab - RGV	4.0		RGV Testimony
	TOTALS	20.0	$ -	

TOTAL INVOICE - FEE COMPUTATION

Consultant	Hours	Rate	Fees
Raab - EM&V	0.0	$ 295	$ -
Raab - El Paso	0.0	$ 295	$ -
Raab - RGV	20.0	$ 295	$ 5,900
Raab - CTX	0.0	$ 295	$ -
	20.0		$ 5,900

PAUL H. RAAB
ECONOMIC CONSULTING

5313 PORTSMOUTH ROAD
BETHESDA, MD 20816
(301) 320-7549 • FAX: (301) 320-6369

TGS - May 1, 2017

Ms. Julie Hatfield
Energy Efficiency/Conservation Program Manager
Texas Gas Service Company
1301 South Mopac Expressway, Suite 400
Austin, TX 78746

INVOICE

Professional fees and expenses related to EM&V services performed for Texas Gas Service in its RGV service area (detail attached):

Professional Fees	$	7,080
Out-of-Pocket Expenses	$	-
Federal Express	$	-
TOTAL	$	7,080

2017 RIO GRANDE VALLEY SA IS RATE CASE TYE DEC 2016

091.082.7700.010002 Task: 718662
Consultants
Exp. org: 7022

X [redacted]

X [redacted]

5/15/2017

I050117.11

DETAILED INVOICE - HOURS BREAKDOWN

Date	Consultant	Hours	Expenses	Task
4/4	Raab - RGV	4.0		RGV Testimony
4/5	Raab - RGV	8.0		RGV Testimony
4/6	Raab - RGV	4.0		RGV Testimony
4/7	Raab - RGV	4.0		RGV Testimony
4/14	Raab - RGV	4.0		RGV Testimony
	TOTALS	24.0	$ -	

TOTAL INVOICE - FEE COMPUTATION

Consultant	Hours	Rate	Fees
Raab - EM&V	0.0	$ 295	$ -
Raab - El Paso	0.0	$ 295	$ -
Raab - RGV	24.0	$ 295	$ 7,080
Raab - CTX	0.0	$ 295	$ -
	24.0		$ 7,080

PAUL H. RAAB
ECONOMIC CONSULTING

5313 PORTSMOUTH ROAD
BETHESDA, MD 20816
(301) 320-7549 • FAX: (301) 320-6369

TGS - June 1, 2017

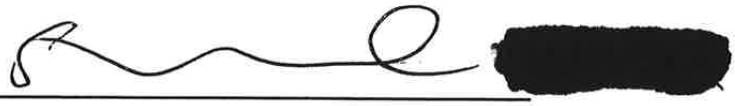
Ms. Julie Hatfield
Energy Efficiency/Conservation Program Manager
Texas Gas Service Company
1301 South Mopac Expressway, Suite 400
Austin, TX 78746

INVOICE

Professional fees and expenses related to EM&V services performed for Texas Gas Service in its RGV service area (detail attached):

Professional Fees	$	2,065
Out-of-Pocket Expenses	$	-
Federal Express	$	-
TOTAL	$	2,065

2017 Rio Grande Valley I/S Rate Case TYE Dec 2016
091.082.7700.01 0002 Task: 718662
Consultants
Exp. org: 7022

X 

I060117.11

DETAILED INVOICE - HOURS BREAKDOWN

Date	Consultant	Hours	Expenses	Task
5/3	Raab - RGV	1.0		RGV Testimony
5/4	Raab - RGV	1.0		RGV Testimony
5/5	Raab - RGV	4.0		RGV Testimony
5/26	Raab - RGV	1.0		RGV Testimony
	TOTALS	7.0	$ -	

TOTAL INVOICE - FEE COMPUTATION

Consultant	Hours	Rate	Fees
Raab - EM&V	0.0	$ 295	$ -
Raab - El Paso	0.0	$ 295	$ -
Raab - RGV	7.0	$ 295	$ 2,065
Raab - CTX	0.0	$ 295	$ -
	7.0		$ 2,065

scottmadden
MANAGEMENT CONSULTANTS

Smart. Focused. Done Right.

ScottMadden, Inc.
2626 Glenwood Avenue
Suite 480
Raleigh, NC 27608
919-781-4191
scottmadden.com

April 27, 2017

Invoice Number: 012365

Stacey McTaggart
Texas Gas Service
IV Barton Skyway
1301 S. MoPac Expressway
Austin, TX 78746

In Reference To: Professional services provided in March 2017 for project 365-001
TGS CWC Testimony

	Amount
Professional Fees	
	$ 3,210.00
Total Fees and Expenses for Current Month	**$ 3,210.00**
Total Fees and Expenses Due	**$ 3,210.00**

If you have any questions regarding this invoice, please let me know. Please remit payment in U.S. funds to: Accounts Receivable, ScottMadden, Inc., 2626 Glenwood Avenue, Suite 480, Raleigh, NC 27608. Thank you for retaining ScottMadden.

Sincerely,

Timothy Lyons
Partner

ScottMadden, Inc.
Tax ID: [redacted]

2017 Rio Grande Valley I/S Rate Case TYE Dec. 2016
091.082.7700.010002 Task: 718662
Consultants
Exp. org: 7022

X [redacted]

Project **TGS CWC Testimony**
In Reference to: **Professional services provided in March 2017 for project 365-001**

		Current Hours	Rate	Current Amount
Professional Fees				
Timothy Lyons	3/3/2017	0.50	295.00	147.50
Research, analysis, prepare work product				
Timothy Lyons	3/4/2017	3.50	295.00	1,032.50
Research, analysis, prepare work product				
Timothy Lyons	3/6/2017	0.50	295.00	147.50
Research, analysis, prepare work product				
Joshua Kaushansky	3/28/2017	2.00	270.00	540.00
Model and workpapers audit; testimony.				
Joshua Kaushansky	3/31/2017	4.00	270.00	1,080.00
Model, workpaper updates.				
Ava Dodge	3/31/2017	1.50	175.00	262.50
Invoice input				
Professional Fees		12.00		3,210.00

scottmadden
MANAGEMENT CONSULTANTS

Smart. Focused. Done Right

ScottMadden, Inc.
2626 Glenwood Avenue
Suite 480
Raleigh, NC 27608
919-781-4191
scottmadden.com

March 27, 2017

Invoice Number: 012174

Stacey McTaggart
Texas Gas Service
IV Barton Skyway
1301 S. MoPac Expressway
Austin, TX 78746

In Reference To: Professional services provided in February 2017 for project 365-001
TGS CWC Testimony

	Amount
Professional Fees	$ 737.50
Total Fees and Expenses for Current Month	**$ 737.50**
Total Fees and Expenses Due	**$ 737.50**

If you have any questions regarding this invoice, please let me know. Please remit payment in U.S. funds to: Accounts Receivable, ScottMadden, Inc., 2626 Glenwood Avenue, Suite 480, Raleigh, NC 27608. Thank you for retaining ScottMadden.

Sincerely,

Timothy Lyons
Partner

ScottMadden, Inc.
Tax ID: [redacted]

2017 Rio Grande Valley IS Rate Case TYE Dec. 2016
091.082.7700.010002 TASK: 718662
Consultants
Exp. org: 7022

[redacted]

Project **TGS CWC Testimony**
In Reference to: **Professional services provided in February 2017 for project 365-001**

Time or Expense

		Current Hours	Rate	Current Amount
Timothy Lyons	2/9/2017	1.00	295.00	295.00
Research, analysis, call with client				
Timothy Lyons	2/14/2017	1.50	295.00	442.50
Research, analysis, prepare work product				
		2.50		737.50
Total for Time or Expense				737.50
Total Fees				737.50

scottmadden
MANAGEMENT CONSULTANTS | Smart. Focused. Done Right.

ScottMadden, Inc.
2626 Glenwood Avenue
Suite 480
Raleigh, NC 27608
919-781-4191
scottmadden.com

May 19, 2017 Invoice Number: 012473

Stacey McTaggart
Texas Gas Service
IV Barton Skyway
1301 S. MoPac Expressway
Austin, TX 78746

In Reference To: Professional services provided in April 2017 for project 365-001
TGS CWC Testimony

	Amount
Professional Fees	$ 5,495.00
Total Fees and Expenses for Current Month	**$ 5,495.00**
Total Fees and Expenses Due	**$ 5,495.00**

If you have any questions regarding this invoice, please let me know. Please remit payment in U.S. funds to: Accounts Receivable, ScottMadden, Inc., 2626 Glenwood Avenue, Suite 480, Raleigh, NC 27608. Thank you for retaining ScottMadden.

Sincerely,

Timothy Lyons
Partner

ScottMadden, Inc.
Tax ID [redacted]

2017 Rio Grande Valley I/S Rate Case TYE Dec 2016
091.082.7700.010002 Task: 718662
Consultants
Exp. org: 7022

X [redacted]
X [redacted] 5/23/2017

Project **TGS CWC Testimony**
In Reference to: **Professional services provided in April 2017 for project 365-001**

Professional Fees		Current Hours	Rate	Current Amount
Timothy Lyons	4/18/2017	1.50	295.00	442.50
Preparation of Lead-Lag study and testimony				
Timothy Lyons	4/19/2017	2.50	295.00	737.50
Preparation of Lead-Lag study and testimony				
Timothy Lyons	4/28/2017	1.00	295.00	295.00
Preparation of Lead-Lag study and testimony				
Joshua Kaushansky	4/11/2017	2.00	270.00	540.00
Model, Direct Testimony updates.				
Joshua Kaushansky	4/12/2017	2.00	270.00	540.00
Model/Testimony Audit and Updates.				
Joshua Kaushansky	4/17/2017	2.00	270.00	540.00
Model/Testimony Audit and Updates.				
Joshua Kaushansky	4/18/2017	1.00	270.00	270.00
Audit of model.				
Joshua Kaushansky	4/25/2017	4.00	270.00	1,080.00
Model updates.				
Ava Dodge	4/3/2017	3.00	175.00	525.00
Invoice Input				
Ava Dodge	4/5/2017	3.00	175.00	525.00
Invoice Input				
Professional Fees		22.00		5,495.00

scottmadden
MANAGEMENT CONSULTANTS

Smart. Focused. Done Right.

ScottMadden, Inc.
2626 Glenwood Avenue
Suite 480
Raleigh, NC 27608
919-781-4191
scottmadden.com

July 27, 2017

Invoice Number: 012821
PO Number: SCOTT-2017-DOS-0085

Stacey McTaggart
Texas Gas Service
IV Barton Skyway
1301 S. MoPac Expressway
Austin, TX 78746

In Reference To: Professional services provided in June 2017 for project 365-001
TGS CWC Testimony

	Amount
Professional Fees	$ 282.50
Total Fees and Expenses for Current Month	**$ 282.50**
Total Fees and Expenses Due	**$ 282.50**

If you have any questions regarding this invoice, please let me know. Please remit payment in U.S. funds to: Accounts Receivable, ScottMadden, Inc., 2626 Glenwood Avenue, Suite 480, Raleigh, NC 27608. Thank you for retaining ScottMadden.

Sincerely,

Timothy Lyons
Partner

ScottMadden, Inc.
Tax ID: [redacted]

2017 Rio Grande Valley I/S Rate Case TYE Dec 2016
091.082.7700.010002 Task: 718662
Consultants
Exp. org: 7022
Scanned by: OKE20414

X [redacted]

Project **TGS CWC Testimony**
In Reference to: **Professional services provided in June 2017 for project 365-001**

		Current Hours	Rate	Current Amount
Professional Fees				
Timothy Lyons	6/7/2017	0.50	295.00	147.50
Preparation of testimony and exhibits				
Joshua Kaushansky	6/7/2017	0.50	270.00	135.00
Exhibit preparation.				
Professional Fees		1.00		282.50

scottmadden
MANAGEMENT CONSULTANTS

Smart. Focused. Done Right.

ScottMadden, Inc.
2626 Glenwood Avenue
Suite 480
Raleigh, NC 27608
919-781-4191
scottmadden.com

June 22, 2017

Invoice Number: 012598
PO Number SCOTT-2017-DOS-00850

Stacey McTaggart
Texas Gas Service
IV Barton Skyway
1301 S. MoPac Expressway
Austin, TX 78746

In Reference To: Professional services provided in May 2017 for project 365-001
TGS CWC Testimony

	Amount
Professional Fees	$ 5,232.50
Total Fees and Expenses for Current Month	**$ 5,232.50**
Total Fees and Expenses Due	**$ 5,232.50**

If you have any questions regarding this invoice, please let me know. Please remit payment in U.S. funds to: Accounts Receivable, ScottMadden, Inc., 2626 Glenwood Avenue, Suite 480, Raleigh, NC 27608. Thank you for retaining ScottMadden.

Sincerely,

Timothy Lyons
Partner

ScottMadden, Inc.
Tax ID: [redacted]

2017 Rio Grande Valley I/S Rate Case TYE Dec 2016
091.082.7700.010002 Task: 718662
Consultants
Exp. org: 7022

X [redacted]

X [redacted]

Project **TGS CWC Testimony**
In Reference to: **Professional services provided in May 2017 for project 365-001**

		Current Hours	Rate	Current Amount
Professional Fees				
Timothy Lyons	5/4/2017	1.50	295.00	442.50
Preparation of Lead-Lag study and testimony				
Timothy Lyons	5/5/2017	1.00	295.00	295.00
Preparation of Lead-Lag study and testimony				
Timothy Lyons	5/17/2017	0.50	295.00	147.50
Preparation of Lead-Lag study and testimony				
Timothy Lyons	5/18/2017	2.00	295.00	590.00
Preparation of Lead-Lag study and testimony				
Timothy Lyons	5/19/2017	1.50	295.00	442.50
Preparation of Lead-Lag study and testimony; call with client				
Timothy Lyons	5/23/2017	1.50	295.00	442.50
Preparation of Lead-Lag study and testimony				
Timothy Lyons	5/30/2017	1.50	295.00	442.50
Preparation of Lead-Lag study and testimony				
Joshua Kaushansky	5/1/2017	2.00	270.00	540.00
Preparation of Lead-Lag study and testimony				
Joshua Kaushansky	5/3/2017	3.00	270.00	810.00
Preparation of Lead-Lag study and testimony				
Joshua Kaushansky	5/5/2017	2.00	270.00	540.00
Preparation of Lead-Lag study and testimony				
Joshua Kaushansky	5/16/2017	0.50	270.00	135.00
Preparation of Lead-Lag study and testimony				
Joshua Kaushansky	5/17/2017	1.50	270.00	405.00
Preparation of Lead-Lag study and testimony				
Professional Fees		18.50		5,232.50

scottmadden
MANAGEMENT CONSULTANTS

Smart. Focused. Done Right.

ScottMadden, Inc.
2626 Glenwood Avenue
Suite 480
Raleigh, NC 27608
919-781-4191
scottmadden.com

September 25, 2017

Invoice Number: 012993

PO Number: SCOTT-2017-DOS-00850

Stacey McTaggart
Texas Gas Service
IV Barton Skyway
1301 S. MoPac Expressway
Austin, TX 78746

In Reference To: Professional services provided in August 2017 for project 365-001
TGS CWC Testimony

	Amount
Professional Fees	$ 147.50
Total Fees and Expenses for Current Month	**$ 147.50**
Total Fees and Expenses Due	**$ 147.50**

If you have any questions regarding this invoice, please let me know. Please remit payment in U.S. funds to: Accounts Receivable, ScottMadden, Inc., 2626 Glenwood Avenue, Suite 480, Raleigh, NC 27608. Thank you for retaining ScottMadden.

Sincerely,

Timothy Lyons
Partner

ScottMadden, Inc.
Tax ID: 56-1445505

Project **TGS CWC Testimony**
In Reference to: **Professional services provided in August 2017 for project 365-001**

		Current Hours	Rate	Current Amount
Professional Fees				
Timothy Lyons	8/1/2017	0.50	295.00	147.50
Post-filing support; preparation of discovery response				
Professional Fees		0.50		147.50

HAHN public

Texas Gas Service
1301 S. Mopac, Ste. 400

Austin, TX 78746
CONTACT: Christy Penders

Invoice No.: 0045963-IN
Date: 08/31/17

Page No.: 1

Job Number: TGS -0225
Job Name: RGV Public Notice Translation

For Professional Services Rendered:

	Hours	Amount
Account Executive	6.75	945.00
Total:	6.75	945.00

Reimbursable Expenses:

Total Amount Due: 945.00

14262

2017 Rio Grande Valley I/S Rate Case TYE Dec 2016
091.082.7700.010002 Task: 718662
Misc AP Invoices
Exp. org: 7022
Scanned by: OKE20414

X okeo7092

COURTYARD BY MARRIOTT
Harlingen
1725 W Filmore Ave
Harlingen, TX 78550
956-412-7800
BISTRO eat drink connect

4594 Shane

CHK 45306 TBL 1/10
28 JUN'17 7:38 AM

---

1 WATER AQUAFINA	2.00
1 YOGURT	2.50
SUBTOTAL	$4.50
TAX	$0.36

7:39 AM
TOTAL DUE $4.86

PLEASE COMPLETE FOR ROOM CHARGES

GRATUITY _____

TOTAL _____

BARRY'S PIZZA

Barry's Pizza
Houston Hobby Airport
7800 Airport Blvd, Houston, TX 77061
(713) 644-5791

0335
FRANCISCO S SvrCk: 46 14:55 06/27/17
DINE IN

1 Regular Soda	2.39
1 Alfredo with Chicken Dinn	12.95
Sub Total:	15.34
Tax:	1.27
06/27 14:56 TOTAL:	16.61
Master Crd xxxx3158	16.61
TOTAL:	16.61

****

COURTYARD BY MARRIOTT
Harlingen
1725 W Filmore Ave
Harlingen, TX 78550
956-412-7800
BISTRO eat drink connect
4590 Hernandez

CHK 45289 TBL 3/3
GST 1

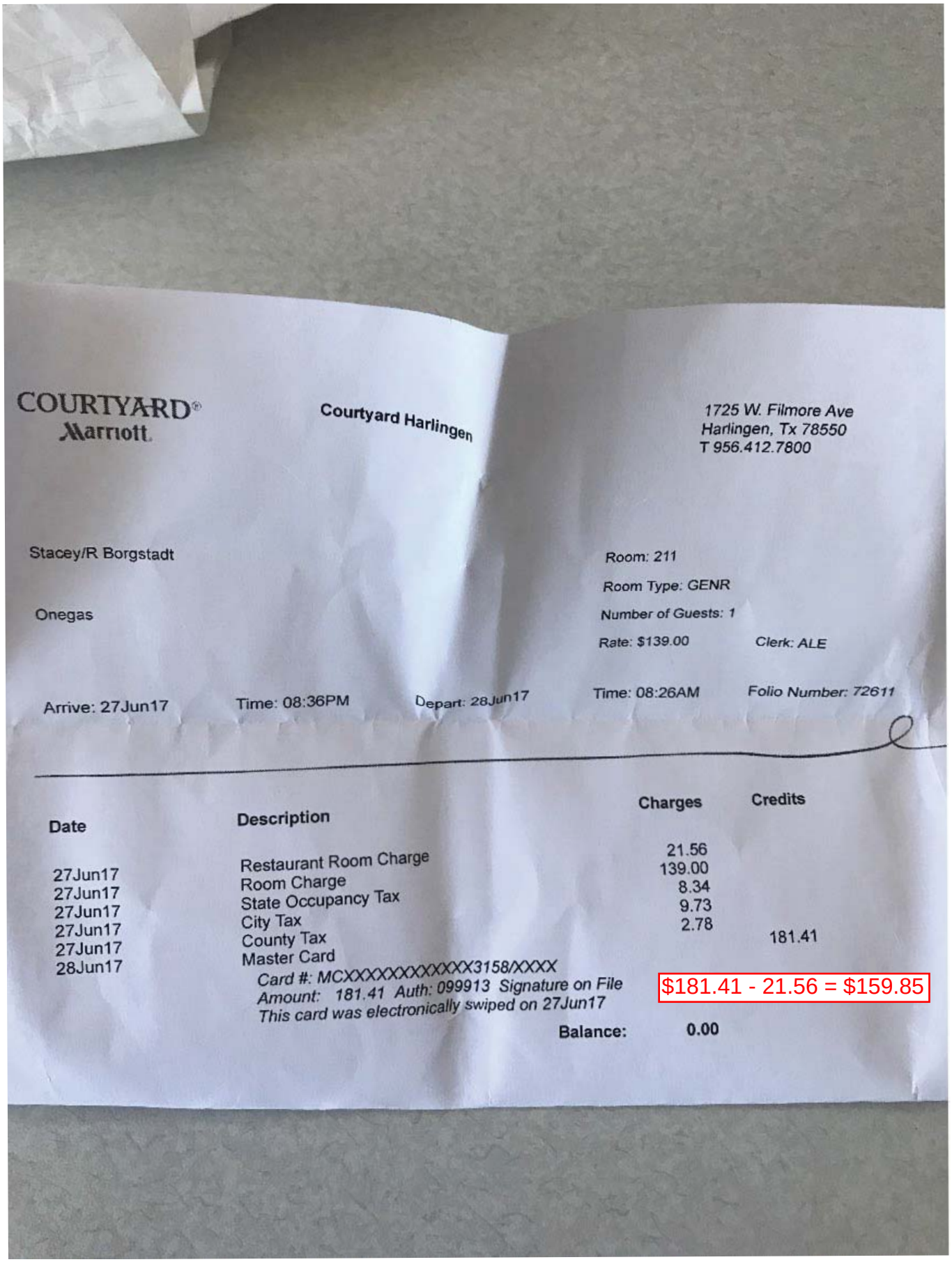
27 JUN'17 9:25 PM

1 FB TOM MOZZ	9.25
1 SOFT DRINK	2.50
MT. DEW	
1 SOUP CUP	5.50
SVC CHARGE %	2.93
17.00%	
SUBTOTAL	$17.25
	$2.93
TAX	$1.38

9:26 PM
TOTAL DUE $21.56

PLEASE COMPLETE FOR ROOM CHARGES

GRATUITY _____



COURTYARD® Marriott

Courtyard Harlingen

1725 W. Filmore Ave
Harlingen, Tx 78550
T 956.412.7800

Stacey/R Borgstadt

Onegas

Room: 211
Room Type: GENR
Number of Guests: 1
Rate: $139.00 Clerk: ALE

Arrive: 27Jun17 Time: 08:36PM Depart: 28Jun17 Time: 08:26AM Folio Number: 72611

Date	Description	Charges	Credits
27Jun17	Restaurant Room Charge	21.56	
27Jun17	Room Charge	139.00	
27Jun17	State Occupancy Tax	8.34	
27Jun17	City Tax	9.73	
27Jun17	County Tax	2.78	
28Jun17	Master Card		181.41
	Card #: MCXXXXXXXXXXXX3158/XXXX		
	Amount: 181.41 Auth: 099913 Signature on File		
	This card was electronically swiped on 27Jun17		
	Balance:	**0.00**	

$181.41 - 21.56 = $159.85

Room Type: REG

Guaranteed to: CA********93158
Hotel cancellation policy: cancel 2 days prior to arrival date
Rate description: REGULAR RATECANCEL INFO-CANCEL 2 DAYS PRIOR TO ARRIVAL REGULAR RATE, GUEST ROOM, 1 KI
NONSMOKING

R	**Wednesday, 28JUN 2017**		
	Southwest Airlines **From**: Harlingen TX, USA **To**: Houston Hobby TX, USA Stops: Nonstop Equipment: Boeing 737-700 Jet	**Flight Number**: 3189 **Depart**: 08:45 PM **Arrive**: 09:45 PM Duration: 1 hour(s) 0 minute(s) Status: CONFIRMED	Class: W-Coach/Economy Miles: 292 / 467 KM
R	**Wednesday, 28JUN 2017**		
	Southwest Airlines **From**: Houston Hobby TX, USA **To**: Tulsa OK, USA Stops: Nonstop Equipment: Boeing 737-700 Jet	**Flight Number**: 0505 **Depart**: 10:30 PM **Arrive**: 11:55 PM Duration: 1 hour(s) 25 minute(s) Status: CONFIRMED	Class: W-Coach/Economy Miles: 443 / 709 KM
THER	**Tuesday, 26SEP 2017**		
	THANK YOU FOR YOUR BUSINESS		

icket/Invoice Information

assenger Name: S BORGSTADT
icket Number: 8534992809 Electronic Tkt: No
Base: 428.98
Tax: 0.00
Total: 428.98
Charged to: CA**********3158

assenger Name: STACEY R BORGSTADT
ervice fee: 0706198195 Issued: 6/20/2017
Total: 7.00
Charged to: CA**********3158

Total Tickets: 428.98
Total fees: 7.00
Total Amount: 435.98

OFFICE HOURS 730AM - 800PM CST MON-FRI
918-743-8856 800-324-4987

Missing Receipt Affidavit - Parking

Date of Expense:	06/28/2017
Vendor:	TULSA AIRPORT
Amount:	$24.00
City:	Tulsa, Oklahoma
Business Reason:	Parking during travel to RGV Rate case LRGVDC meeting

I certify that the selected purchase(s) have been approved and are within the requirements of the ONE Gas Business Travel and Expenditure Policy.

Stacey Borgstadt
08/17/2017
2:26 PM Greenwich Mean Time

OPERATED BY
HMS HOST

QUIZNOS
HARLINGEN AIRPORT

361995 Rosa

CHK 4981 GST 1
JUN28'17 7:12PM

1 SUB MESQT CHIX M	8.39
JALAP CHED BREAD	
1 SODA BTL M	2.99
1 CHIPS VICKIES	1.99
SUBTOTAL	13.37
TAX	1.10
AMOUNT PAID	14.47
XXXXXXXXXXXX3158	
MASTERCARD	14.47

--361995 Closed JUN28 07:13PM---

WE WANT TO HEAR YOUR FEEDBACK!
PLEASE CONTACT 1-877-672-7467
OR CUSTOMERSERVICE@HMSHOST.COM
TO SHARE YOUR EXPERIENCE.

STOREID: HRLQZN01

Your order number is: 4981

(excluding ink & toner) may be returned at any time for any reason, with original receipt, for a

Office DEPOT
OfficeMax

OFFICE DEPOT STORE 477
5300 Mopac Expy S #101
Austin, TX 78749
(512) 892-9200

06/05/2017 17.3.2 11:59 AM
STR 477 REG 2 TRN 529 EMP 769459

SALE

Product ID	Description	Total
787085	USB 2.0,TWIST	39.99SS
	Instant Savings	-20.00
	You Pay	**19.99**SS
	Subtotal:	19.99
Sales Tax:		1.65
	Total:	21.64
	MasterCard 6072:	21.64

AUTH CODE 018144
TDS Chip Read
AID A0000000041010 MASTERCARD
TVR 0000048000
CVS PIN Verified

****

Total Savings:
$20.00

****

WE WANT TO HEAR FROM YOU!

Participate in our online customer survey and receive a coupon for **$10 off your next qualifying purchase of $50 or more on office supplies, furniture and more.** (Excludes Technology. Limit 1 coupon per household/business.)

Visit www.officedepot.com/feedback
and enter the survey code below:
14W1 24MM MBHC

****

22VTUU5PQ6QY8EB4W

Larry Graham
Stephanie Houle
Hayley Cunningham

Delaware North

RGV rate case presentation

Schlotzky's Deli
Austin - Bergstrom International Airport

Tbl:0 Ref:198397
Chk:198427
April 97 6/27/2017 7:46 pm

Trky Orig Style	8.25
Ham & Cheese	7.15
Water Nestle 700	3.25
Albuqurque Turkey	8.25
Chip & 20oz Combo	3.99
SubTotal	30.89
State Tax	2.28
Total	33.17
MC **********6044	33.17
Amount Paid	33.17

Tell us about your experience by visiting DelawareNorthListens.com.

COURTYARD®
Marriott®

Summary of Your Stay

Hotel: CY HARLINGEN
1725 W FILMORE AVE
HARLINGEN TX, 785505906

Guest: STEPHANIE/MS HOULE
AUSTIN TX, 78704

Arrival Date: 06/27/2017
Departure Date: 06/28/2017
Room Rate: USD 166.00

Confirmation # : 98814272
Folio # : 72452
Room Number: 340

Date	Description	Reference	Charges	Credits
06/27/2017	ROOM CHARGE	1	USD 166.00	
06/27/2017	STATE OCCUPANCY TAX	2	USD 9.96	
06/27/2017	CITY TAX	3	USD 11.62	
06/27/2017	COUNTY TAX	4	USD 3.32	
06/28/2017	MASTERCARD PAYMENT	5		USD 190.90
	** BALANCE **			USD 0.00

WORLDTRAVEL

7645 E. 63rd St. Suite 101
Tulsa, OK. 74133-1208
Phone (918) 743-8856
www.WorldTravelToday.com

OneGas

Sale Invoice No: 3691709
Date Issued: 6/15/2017
Agent: Concur

Traveler		Department	Depart Date	Return Date	Remarks	
Type	Ticket/Conf No	Airline/Vendor				Total Fare
From	To	Flight	A/L	Depart	Arrive	
Houle/Stephanie G			6/15/2017			
Service Fee	0706056964	Service Charge				7.00
Houle/Stephanie G			6/27/2017	6/28/2017		
Dom. Air	8533637094	Southwest Airlines				345.95
AUS Austin	HRL Harlingen	3188	WN	6/27/2017 7:15 PM	6/27/2017 8:15 PM	
HRL Harlingen	AUS Austin	1001	WN	6/28/2017 6:50 PM	6/28/2017 7:55 PM	
Houle/Stephanie G			6/27/2017	6/28/2017	Guaranteed To: MC 55-XXXX-6044	
Hotel	98814272	Courtyard Harlingen Marriott 1725 West Filmore Ave Harlingen TX 78550 +1 (956) 412-7800				

Payments Applied To This Invoice				
MC 55-XXXX-6044	Received	6/15/2017	Pymt For Inv #3691709	-345.95
MC 55-XXXX-6044	Received	6/15/2017	Pymt For Inv #3691709	-7.00
				-352.95

Invoice Total	**352.95**
Payment Total	**-352.95**
Balance Due	**0.00**

RGV rate case presentation
Stephanie Hould

COURTYARD BY MARRIOTT
Harlingen
1725 W Filmore Ave
Harlingen, TX 78550
956-412-7800
BISTRO eat drink connect

4594 Shane

CHK 45304 TBL 1/8
GST 1

28 JUN'17 7:31 AM

---

1 KID SCRAMBLE	4.50
OTHER BEVG	
1 WATER AQUAFINA	2.00
SUBTOTAL	$6.50
TAX	$0.52

7:32 AM
TOTAL DUE $7.02

PLEASE COMPLETE FOR ROOM CHARGES

GRATUITY_____

TOTAL_____

ROOM NUMBER_____

PRINT LAST NAME_____

SIGNATURE_____

3901 Technology Drive
Paducah, KY 42001
Ph (270) 442-7361
Fax (270) 575-9569
www.csiweb.com

Invoice 092891
Date 9/25/2017
Page: 1

Bill To:

TEXAS GAS SERVICE
ACCOUNTING DEPARTMENT
1301 SOUTH MOPAC EXPWY STE #400
AUSTIN TX 78746

Remit To:

Computer Services, Inc
3901 Technology Drive
Paducah, KY 42001

Purchase Order No.	Customer ID	Payment Terms	Master No.
	M6152	NET 30	152,755

Qty	Item Number	Description	Unit Price	Ext. Price
		TGS Special Mailing - RGV Inc Public Notice		
1	DD7640	Special Mailings - Processed and Printed Labor	250.00000	$250.00
61.631	ENV #10-6148-INV	One Gas # 10 Envelope (Pre-Purchased)		
369,786	DD7642	Special Mailings - Forms and Other Consumables	0.01904	$7,040.73
246,524	DD7642	Special Mailings - Forms and Other Consumables	0.06298	$15,526.08
123,262	DD7642	Special Mailings - Forms and Other Consumables	0.03149	$3,881.52
1	DD7074	POSTAGE TO REPLENISH YOUR ACCOUNT	23,216.82	$23,216.82

Subtotal	$49,915.15
Tax	$2,215.05
Total	$52,130.20

Thank You!

AFFIDAVIT OF THOMAS L. BROCATO
RELATED TO THE RATE CASE EXPENSES OF
THE RIO GRANDE VALLEY CITIES

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Thomas L. Brocato who being by me first duly sworn, on oath deposed and said the following:

1. My name is Thomas L. Brocato. I am a principal with the law firm of Lloyd Gosselink Rochelle and Townsend, P.C. ("Lloyd Gosselink") and counsel for the Cities of Alamo, Alton, Brownsville, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Pharr, Port Isabel, Rancho Viejo, San Benito, and Weslaco, Texas ("RGV Cities"). I have been practicing public utility law since I graduated from law school and began my career as a Staff Attorney at the Public Utility Commission of Texas in 1990. I have represented entities at the Commission and Railroad Commission for over 26 years. Having participated in numerous rate cases and appeals, I have represented municipalities since 2004.

2. I am familiar with the work performed by Lloyd Gosselink and the technical consultants on behalf of the RGV Cities concerning the *Texas Gas Service Company's* ("TGS") *Statement of Intent to Increase Rates in The Rio Grande Valley Service Area.* I am over the age of 18 years and am not disqualified from making this affidavit. My statements are true and correct.

3. I have reviewed the billings of Lloyd Gosselink submitted to RGV Cities for legal services performed. I affirm that those billings accurately reflect the time spent and expenditures incurred by Lloyd Gosselink on RGV Cities' behalf. Those billings were accurately calculated

before they were tendered, and there was no double billing. None of the charges billed to RGV Cities have been recovered through reimbursement for other expenses. The expenses charged were associated with TGS's rate review proceedings and were necessary to advise RGV Cities and accomplish tasks in this proceeding. Total rate case expenses (inclusive of legal fees, consultant charges, and other expenses) are summarized in the chart attached to this affidavit as Attachment 1.

4. For the period June 1, 2017 through August 31, 2017, Lloyd Gosselink has incurred $43,075.26 for legal services. This figure includes legal fees and expenses. The fees and expenses incurred through August 31, 2017 were necessary to: advise RGV Cities on the Company's rate review proceeding, review the application, identify issues, retain and work with consultants, engage in discovery, prepare testimony, and review testimony.

5. The attorneys' hourly rates of $215-$390, upon which the billings are based, are the same hourly rates charged other clients for comparable services during the same time frame. Our firm's rates are at the lower end of the range compared to the rates charged by other lawyers with similar experience providing similar services. The hours spent to perform the tasks assigned to Lloyd Gosselink were necessary to complete those tasks in a professional manner and on a timely basis. My experience in participating in utility rate cases at the Commission aids in our efforts to keep rate case expenses reasonable. Additionally, Lloyd Gosselink minimized rate case expenses by using associates and paralegals where possible to take advantage of lower billing rates.

6. Invoices from Lloyd Gosselink also include fees and expenses from ReSolved Energy Consulting, LLC for consulting work. For Resolved Energy Consulting, LLC, work was performed by Karl Nalepa and his assistant in the amount of $27,304.00 through August 31,

2017. Mr. Nalepa is President of ReSolved Energy Consulting, LLC, an independent utility consulting company. Mr. Nalepa has testified before the Commission on many prior occasions.

7. The invoices submitted by Lloyd Gosselink include a description of services performed and time expended on each activity. The invoices are attached to this filing as Attachment 2. Lloyd Gosselink has documented all charges with time sheets, invoices, and records. The documentation in this case is similar to that provided in many previous rate cases at the Commission.

8. Neither Lloyd Gosselink nor any consultants for RGV Cities have charged for luxury items, including first-class airfare, limousine service, entertainment, or alcoholic beverages. No meals were charged in excess of $25 per person, and no individual billed for more than 12 hours per day.

9. The issues addressed by RGV Cities each have a reasonable basis in law, policy, or fact. RGV Cities' attorneys reviewed the relevant law to ensure that the issues raised by RGV Cities' case were reasonably grounded and relevant to this matter.

10. In addition to the expenses incurred through August 31, 2017, Lloyd Gosselink will incur fees and expenses beyond that date associated with continued work to finalize settlement documents subsequent to the date of this affidavit.

In consideration of this activity, RGV Cities estimate that its remaining expense of participating in this case beyond August 31, 2017 will not exceed $35,000.00. In the event that the settlement in this matter is not adopted, or some additional process or litigation is required to bring this matter to a close, RGV Cities would seek to quantify an additional rate case expense amount.

11. The total amount requested by RGV Cities, consisting of actual expenses through August 31, 2017 of $43,075.26 and estimated expenses of $35,000 beyond that date, are reasonable given the complexity of the case and the nature of RGV Cities' analysis in this matter.

THOMAS L. BROCATO

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this 25th day of September 2017.

Notary Public

JILL B. PENNA
NOTARY PUBLIC - STATE OF TEXAS
ID# 5359131
COMM. EXP. 08-09-2021

ATTACHMENT 1

TGS Rate Case
Rate Case Expenses

	Invoice Date	*Invoice No.*	*Billing Period*	*Through Period*	*Invoice Amount*	*Total Billed to Date*
Lloyd Gosselink	7/14/2017	97484238	6/1/2017	6/30/2017	$ 3,988.50	$ 3,988.50
	8/10/2017	97485132	7/1/2017	7/31/2017	$ 5,905.30	$ 9,893.80
	9/13/2017	97485864	8/1/2017	8/31/2017	$ 5,877.46	$ 15,771.26
ReSolved Energy	7/6/2017	3999	6/1/2017	6/30/2017	$ 4,815.00	$ 4,815.00
	8/3/2017	4019	7/1/2017	7/31/2017	$ 12,628.00	$ 17,443.00
	9/7/2017	4040	8/1/2017	8/31/2017	$ 9,861.00	$ 27,304.00
Lloyd Gosselink + Consultant	7/14/2017	97484238	6/1/2017	6/30/2017	$ 8,803.50	$ 8,803.50
	8/10/2017	97485132	7/1/2017	7/31/2017	$ 18,533.30	$ 27,336.80
	9/13/2017	97485864	8/1/2017	8/31/2017	$ 15,738.46	$ 43,075.26
					Estimated Expenses after August 31, 2017	$ 35,000.00
					TOTAL	$ 78,075.26

ATTACHMENT 2

Lloyd Gosselink
ATTORNEYS AT LAW

816 Congress Avenue, Suite 1900
Austin, Texas 78701
Telephone: (512) 322-5800
Facsimile: (512) 472-0532
www.lglawfirm.com

Mr. Brocato's Direct Line: (512) 322-5857
Email: tbrocato@lglawfirm.com

July 14, 2017

City of McAllen
Attn: Kevin Pagan
City Attorney
P.O. Box 220
McAllen, TX 78505-0220

Re: TGS Rate Case
Lloyd Gosselink Invoice No. 97484238

Dear Kevin:

Enclosed is a billing statement for legal services rendered and expenses through June 30, 2017 totaling $8,803.50.

If you have any questions regarding this statement, please give me a call.

Sincerely,

Thomas L. Brocato

TLB:jbp
678/38/7412832.1

Enclosure

ATTACHMENT 2

Lloyd Gosselink
ATTORNEYS AT LAW
816 Congress Avenue, Suite 1900
Austin, Texas 78701
Telephone: (512) 322-5800
Facsimile: (512) 472-0532
www.lglawfirm.com

July 14, 2017

City of McAllen
Attn Kevin Pagan
City Attorney
P O Box 220
McAllen, TX USA 78505-0220

Invoice:	97484238
Client:	678
Matter:	38
Billing Attorney:	TLB

INVOICE SUMMARY

For professional services and disbursements rendered through June 30, 2017:

RE: TGS Rate Case

Professional Services	$ 3,988.50
Total Disbursements	$ 4,815.00
TOTAL THIS INVOICE	**$ 8,803.50**

ATTACHMENT 2

Lloyd Gosselink Rochelle & Townsend, P.C.

McAllen, City of
TGS Rate Case
I.D.678-38-TLB

July 14, 2017
Invoice: 97484238

PROFESSIONAL SERVICES RENDERED

Date	Atty	Description Of Services Rendered	Hours
6/01/17	GMG	Communication with T. Brocato regarding use of consultants.	.30
6/13/17	JLM	Draft suspension resolution and model staff report for TGS cities.	1.60
6/14/17	GMG	Review and sign non-disclosure agreement and send to K. Norman; forward same to K. Nalepa; communication with K. Norman.	.90
6/15/17	GMG	Receive Company rate filing; communication with K. Norman.	1.00
6/16/17	GMG	Edit and send suspension resolution and model staff report to all cities.	1.00
6/19/17	GMG	Sign employment agreement to send to K. Pagan; e-mail from K. Pagan; reply to inquiry from San Juan and e-mail from Pharr regarding suspension resolution.	.60
6/20/17	GMG	Discussion with D. Morales regarding conference call and edit message to cities.	.60
6/26/17	KMH	Prepare chart of cities' resolutions.	.20
6/27/17	TLB	Review TGS application.	.30
6/27/17	KMH	Meeting with T. Brocato, J. Mauldin, and J. Penna regarding pending deadlines; arrange for copy set of client file for T. Brocato and J. Mauldin; manage signing of protective orders; prepare and update chart showing status of cities resolutions.	1.50
6/29/17	GMG	Receive signed resolution from McAllen and Lyford.	.30
6/29/17	TLB	Review statement of intent; review testimony; discuss case with K. Nalepa.	1.90
6/29/17	JLM	Begin reviewing SOI and testimony.	2.30
6/30/17	GMG	Discuss procedural issues with K. Nalepa.	.30
6/30/17	PAS	Paralegal assistant time.	.40

TOTAL PROFESSIONAL SERVICES **$ 3,988.50**

SUMMARY OF PROFESSIONAL SERVICES

Name	Staff Level	Hours	Rate	Total
Geoffrey M Gay	Principal	5.00	390.00	1,950.00
Thomas L Brocato	Principal	2.20	340.00	748.00
Mauldin, Jamie L	Associate	3.90	275.00	1,072.50
Kathy M Hand	Paralegal	1.70	120.00	204.00
Paralegal Assistant	Paralegal Asst.	.40	35.00	14.00
TOTALS		**13.20**		**$ 3,988.50**

DISBURSEMENTS

Date	Description	Amount

ATTACHMENT 2

Lloyd Gosselink Rochelle & Townsend, P.C.

McAllen, City of
TGS Rate Case
I.D.678-38-TLB

July 14, 2017
Invoice: 97484238

Date	Description	Amount
6/30/17	ReSolved Energy Cons Voucher # - 000089279 Consultant Services, ReSolved Energy Consulting, LLC, 7/6/2017, 3999, Professional services for June 2017 - Project LG TGS RGV 17 RC	4,815.00

TOTAL DISBURSEMENTS **$ 4,815.00**

TOTAL THIS INVOICE **$ 8,803.50**

ATTACHMENT 2

ReSolved Energy Consulting, LLC
11044 Research Blvd., Suite A-420
Austin, Texas 78759
Phone (512) 331-4949

Invoice

DATE	INVOICE NUMBER
7/6/2017	3999

BILL TO
Thomas Brocato Lloyd Gosselink Lawfirm 816 Congress Ave, # 1900 Austin, Tx 78701

	PROJECT		
	LG TGS RGV 17 RC		
DESCRIPTION	HOURS	RATE	AMOUNT
Consulting (K. Nalepa)	6	260.00	1,560.00
Consulting (E. Cromleigh)	18.6	175.00	3,255.00
Total Labor			4,815.00

Work Completed thru - June 30, 2017	**TOTAL DUE**	**$4,815.00**

678-38

pg 1 of 3

ATTACHMENT 2

Monthly Recap

Karl Nalepa

Date	Task
June 16, 2017	Review testimony and exhibits.
June 19, 2017	Continue to review filing.
June 23, 2017	Continue to review filing.
June 28, 2017	Review draft discovery and prepare discovery.

LG TGS RGV 17 RC

2

ATTACHMENT 2

Monthly Recap

Erin Cromleigh

Date	Task
June 14, 2017	Review RFIs and PFDs in recent TGS cases.
June 16, 2017	Review filing and prepare 1st RFI.
June 27, 2017	Review filing and testimony and prepare 1st RFI.
June 29, 2017	Review filing and testimony and prepare 1st RFI.

LG TGS RGV 17 RC

ATTACHMENT 2

Lloyd Gosselink
ATTORNEYS AT LAW

816 Congress Avenue, Suite 1900
Austin, Texas 78701
Telephone: (512) 322-5800
Facsimile: (512) 472-0532
www.lglawfirm.com

Mr. Brocato's Direct Line: (512) 322-5857
Email: tbrocato@lglawfirm.com

August 11, 2017

City of McAllen
Attn: Kevin Pagan
City Attorney
P.O. Box 220
McAllen, TX 78505-0220

Re: TGS Rate Case
Lloyd Gosselink Invoice No. 97485132

Dear Kevin:

Enclosed is a billing statement for legal services rendered and expenses through July 31, 2017 totaling $18,533.30.

If you have any questions regarding this statement, please give me a call.

Sincerely,

Thomas L. Brocato

TLB:jbp
678/38/7430042.1
Enclosure

ATTACHMENT 2

Lloyd Gosselink
ATTORNEYS AT LAW

816 Congress Avenue, Suite 1900
Austin, Texas 78701
Telephone: (512) 322-5800
Facsimile: (512) 472-0532
www.lglawfirm.com

August 10, 2017

City of McAllen
Attn Kevin Pagan
City Attorney
P O Box 220
McAllen, TX USA 78505-0220

Invoice:	97485132
Client:	678
Matter:	38
Billing Attorney:	TLB

INVOICE SUMMARY

For professional services and disbursements rendered through July 31, 2017:

RE: TGS Rate Case

Professional Services	$ 5,470.50
Total Disbursements	$ 13,062.80
TOTAL THIS INVOICE	**$ 18,533.30**
Previous Balance	$ 8,803.50
TOTAL BALANCE DUE	**$ 27,336.80**

Lloyd Gosselink Rochelle & Townsend, P.C.

McAllen, City of
TGS Rate Case
I.D.678-38-TLB

August 10, 2017
Invoice: 97485132

PROFESSIONAL SERVICES RENDERED

Date	Atty	Description Of Services Rendered	Hours
7/05/17	GMG	Review rate filing package and Cities first RFIs.	1.30
7/06/17	GMG	Interoffice discussion with T. Brocato regarding city actions and rate of COG.	.40
7/06/17	TLB	Review application; research precedent regarding ROE and cost of capital issues.	2.20
7/07/17	GMG	Communication with T. Brocato and K. Nalepa regarding schedule.	.30
7/07/17	TLB	Review filing and prepare schedule; discuss schedule and issues with K. Nalepa; discuss schedule with G. Gay.	1.90
7/10/17	TLB	Review testimony; discuss discovery with K. Nalepa.	.90
7/11/17	GMG	Review e-mail from T. Brocato, K. Pagan and D. Morales.	.30
7/12/17	GMG	Receive resolution from City of Alton.	.20
7/14/17	KMH	Update resolution chart of cities; save documents in DMS.	.40
7/17/17	JLM	Telephone call with K. Nalepa regarding update on potential issues with rate filing package.	.20
7/18/17	KMH	Update suspension resolution chart of cities; scan and save resolutions in DMS.	.20
7/19/17	GMG	Call K. Pagan's office; call company regarding resolutions to suspend.	.40
7/20/17	GMG	Various e-mail related to tracking down resolutions to suspend.	.50
7/21/17	GMG	E-mail from S. Houle regarding city action on suspension; e-mail update from D. Morales.	.50
7/21/17	KMH	Update suspension resolution chart of cities; save resolutions in DMS.	.40
7/23/17	TLB	Review discovery; review application; research accounting and rate base issues.	3.00
7/24/17	GMG	Review list of cities that passed suspension resolutions.	.30
7/26/17	TLB	Review RFIs; research accounting and tax issues; discuss rate base issues with consultant.	1.90
7/26/17	KMH	Update resolution chart with additional cities participating; save resolutions in DMS.	.30
7/31/17	TLB	Research and review rate base issues.	.70
7/31/17	PAS	Paralegal assistant time.	.50

TOTAL PROFESSIONAL SERVICES **$ 5,470.50**

SUMMARY OF PROFESSIONAL SERVICES

Name	Staff Level	Hours	Rate	Total
Geoffrey M Gay	Principal	4.20	390.00	1,638.00
Thomas L Brocato	Principal	10.60	340.00	3,604.00
Mauldin, Jamie L	Associate	.20	275.00	55.00
Kathy M Hand	Paralegal	1.30	120.00	156.00
Paralegal Assistant	Paralegal Asst.	.50	35.00	17.50
TOTALS		**16.80**		**$ 5,470.50**

ATTACHMENT 2

Lloyd Gosselink Rochelle & Townsend, P.C.

McAllen, City of
TGS Rate Case
I.D.678-38-TLB

August 10, 2017
Invoice: 97485132

DISBURSEMENTS

Date	Description	Amount
6/15/17	Corporate Couriers Check # - 000033436 Courier, Corporate Couriers, 6/15/2017, 47209, Courier Services	13.20
	Photocopying	421.60
7/31/17	ReSolved Energy Cons Voucher # - 000089682 ReSolved Energy Consulting, LLC, Consultant Services, Professional services for July 2017 Consulting (k. Nalepa and E. Cromleigh), Invoice date 8/3/2017	12,628.00

TOTAL DISBURSEMENTS **$ 13,062.80**

TOTAL THIS INVOICE **$ 18,533.30**

ATTACHMENT 2

Lloyd Gosselink Rochelle & Townsend, P.C.

McAllen, City of
TGS Rate Case
I.D.678-38-TLB

August 10, 2017
Invoice: 97485132

OUTSTANDING INVOICES

INVOICE NUMBER	DATE	INVOICE TOTAL	PAYMENTS RECEIVED	ENDING BALANCE
97484238	7/14/17	8,803.50	.00	8,803.50

Previous Balance	$ 8,803.50
Balance Due This Invoice	$ 18,533.30
TOTAL BALANCE DUE	**$ 27,336.80**

ATTACHMENT 2

ReSolved Energy Consulting, LLC
11044 Research Blvd., Suite A-420
Austin, Texas 78759
Phone (512) 331-4949

Invoice

DATE	INVOICE NUMBER
8/3/2017	4019

BILL TO
Thomas Brocato Lloyd Gosselink Lawfirm 816 Congress Ave, # 1900 Austin, Tx 78701

	PROJECT		
	LG TGS RGV 17 RC		
DESCRIPTION	HOURS	RATE	AMOUNT
Consulting (K. Nalepa)	6.3	260.00	1,638.00
Consulting (E. Cromleigh)	62.8	175.00	10,990.00
Total Labor			12,628.00
Work Completed thru - July 31, 2017		TOTAL DUE	$12,628.00

Monthly Recap

Karl Nalepa

Date	Task	Hours
July 5, 2017	Review and revise discovery. Send to T. Brocato for review.	0.80
July 7, 2017	Call with T. Brocato regarding review schedule.	0.30
July 13, 2017	Review filing.	0.80
July 17, 2017	Review filing and identify issues. Call with J. Mauldin to discuss issues.	1.20
July 20, 2017	Review responses to discovery.	0.70
July 25, 2017	Complete additional discovery and send to T. Brocato for review.	1.50
July 31, 2017	Review schedules and work on adjustments.	1.00
		6.30

Monthly Recap

Erin Cromleigh

Date	Task	Hours
July 3, 2017	Review filing and S. McTaggart testimony.	4.20
July 5, 2017	Review filing and S. Borgstadt testimony.	1.60
July 6, 2017	Review filing and S. Borgstadt testimony.	3.70
July 7, 2017	Review filing and Dominguez testimony.	1.80
July 10, 2017	Review filing and Dominguez and Turner testimony; compile depreciation comparison.	5.10
July 11, 2017	Review filing and Dominguez and Turner testimony; compile depreciation comparison.	4.00
July 13, 2017	Review filing and Branz and Serna testimony.	1.60
July 14, 2017	Review filing and Serna and King testimony.	2.80
July 17, 2017	Review Hatfield testimony and schedules.	2.20
July 18, 2017	Review Hatfield testimony and schedules.	4.50
July 19, 2017	Review schedules and workpapers in filing.	3.90
July 20, 2017	Review schedules, workpapers, and RFI responses.	4.00
July 24, 2017	Review RFI responses, compile 2nd set of RFI questions.	4.40
July 25, 2017	Compile 2nd set of RFI questions.	1.00
July 26, 2017	Review schedules and workpapers.	4.20
July 27, 2017	Review schedules and workpapers and expenses.	4.80
July 28, 2017	Review expenses, compile 3rd set of RFI questions. Prepare cost of service model.	4.70
July 31, 2017	Work on model adjustments. Compile RFIs.	4.30
		62.80

ATTACHMENT 2

Lloyd Gosselink
ATTORNEYS AT LAW
816 Congress Avenue, Suite 1900
Austin, Texas 78701
Telephone: (512) 322-5800
Facsimile: (512) 472-0532
www.lglawfirm.com

September 13, 2017

City of McAllen
Attn Kevin Pagan
City Attorney
P O Box 220
McAllen, TX USA 78505-0220

Invoice:	97485864
Client:	678
Matter:	38
Billing Attorney:	TLB

INVOICE SUMMARY

For professional services and disbursements rendered through August 31, 2017:

RE: TGS Rate Case

Professional Services	$ 5,649.50
Total Disbursements	$ 10,088.96
TOTAL THIS INVOICE	**$ 15,738.46**
Previous Balance	$ 27,336.80
TOTAL BALANCE DUE	**$ 43,075.26**

ATTACHMENT 2

Lloyd Gosselink Rochelle & Townsend, P.C.

McAllen, City of
TGS Rate Case
I.D.678-38-TLB

September 13, 2017
Invoice: 97485864

PROFESSIONAL SERVICES RENDERED

Date	Atty	Description Of Services Rendered	Hours
7/31/17	TLB	Review consultants report.	.80
8/03/17	JLM	Review TGS testimony in preparation for telephone call with K. Nalepa.	4.70
8/03/17	KMH	Create a rate case expense tracking chart.	.30
8/04/17	TLB	Prepare for and participate in conference call with K. Nalepa regarding rate case analysis, issues, and recommendations.	2.30
8/04/17	JLM	Telephone call with K. Nalepa and T. Brocato to discuss issues and adjustments to TGS's filing.	.50
8/13/17	TLB	Review consultant issues list; prepare summary.	.40
8/16/17	TLB	Research consultant adjustments and precedent.	1.70
8/17/17	JLM	Draft email to T. Brocato with K. Nalepa's adjustments and recommendations.	.50
8/22/17	TLB	Review orders regarding precedent on rate base and expense issues.	1.30
8/24/17	TLB	Prepare and finalize client meeting invitation and agenda.	.60
8/25/17	TLB	Review consultant recommendations; discuss case with city clients.	1.70
8/28/17	TLB	Review issues list; review discovery responses; discuss case with K. Nalepa; prepare for consultant meeting.	2.30
8/31/17	TLB	Review consultants report.	.80

TOTAL PROFESSIONAL SERVICES **$ 5,649.50**

SUMMARY OF PROFESSIONAL SERVICES

Name	Staff Level	Hours	Rate	Total
Thomas L Brocato	Principal	11.90	340.00	4,046.00
Mauldin, Jamie L	Associate	5.70	275.00	1,567.50
Kathy M Hand	Paralegal	.30	120.00	36.00
TOTALS		**17.90**		**$ 5,649.50**

DISBURSEMENTS

Date	Description	Amount
8/21/17	Jamie Mauldin Check # - 009902935 Travel Expenses Southwest air fare for meeting in McAllen with TGS cities.	227.96
8/31/17	ReSolved Energy Cons Voucher # - 000090206 ReSolved Energy Consulting, LLC, Consultant Services, Professional services for August 2017 - Regarding Project LG TGS RGV 17 RC - Consulting (K. Nalepa and E. Cromleigh), Invoice date 9/7/2017	9,861.00

Lloyd Gosselink Rochelle & Townsend, P.C.

McAllen, City of
TGS Rate Case
I.D.678-38-TLB

September 13, 2017
Invoice: 97485864

TOTAL DISBURSEMENTS	**$ 10,088.96**
TOTAL THIS INVOICE	**$ 15,738.46**

ATTACHMENT 2

Lloyd Gosselink Rochelle & Townsend, P.C.

McAllen, City of
TGS Rate Case
I.D.678-38-TLB

September 13, 2017
Invoice: 97485864

OUTSTANDING INVOICES

INVOICE NUMBER	DATE	INVOICE TOTAL	PAYMENTS RECEIVED	ENDING BALANCE
97484238	7/14/17	8,803.50	.00	8,803.50
97485132	8/10/17	18,533.30	.00	18,533.30

Previous Balance	$ 27,336.80
Balance Due This Invoice	$ 15,738.46
TOTAL BALANCE DUE	**$ 43,075.26**

ATTACHMENT 2

ReSolved Energy Consulting, LLC
11044 Research Blvd., Suite A-420
Austin, Texas 78759
Phone (512) 331-4949

Invoice

DATE	INVOICE NUMBER
9/7/2017	4040

BILL TO
Thomas Brocato Lloyd Gosselink Lawfirm 816 Congress Ave, # 1900 Austin, Tx 78701

	PROJECT		
	LG TGS RGV 17 RC		
DESCRIPTION	HOURS	RATE	AMOUNT
Consulting (K. Nalepa)	14.1	260.00	3,666.00
Consulting (E. Cromleigh)	35.4	175.00	6,195.00
Total Labor			9,861.00
Work Completed thru - August 31, 2017		TOTAL DUE	$9,861.00

Monthly Recap

Karl Nalepa

Date	Task	Hours
August 2, 2017	Work on analysis.	1.50
August 3, 2017	Work on analysis. Provide adjustments to E. Cromleigh to input into COS model.	1.70
August 4, 2017	Work on analysis. Call with T. Brocato to discuss case issues and preliminary adjustments. Review and edit 3rd set of discovery. Send to T. Brocato for filing.	1.80
August 9, 2017	Review responses to 2nd set of discovery.	1.50
August 10, 2017	Work on analysis and adjustments.	1.20
August 11, 2017	Work on analysis and adjustments.	0.80
August 21, 2017	Review responses to 3rd set of discovery.	0.50
August 22, 2017	Work on analysis and adjustments.	0.80
August 29, 2017	Review and edit draft report.	1.30
August 30, 2017	Work on draft report.	1.80
August 31, 2017	Complete draft report and send to T. Brocato for review.	1.20
		14.10

Monthly Recap

Erin Cromleigh

Date	Task	Hours
August 1, 2017	Review expenses and draft RFI.	2.90
August 2, 2017	Review incentive compensation.	4.20
August 3, 2017	Compile City adjustments model and incorporate K. Nalepa adjustments.	3.80
August 4, 2017	Compile City adjustments model, incorporate adjustments, participate on conference call with T. Brocato to discuss issues.	3.90
August 9, 2017	Incorporate City adjustments and review 2nd RFI responses.	2.80
August 10, 2017	Add incentive comp adjustments to model, review O&M expenses, work on report.	2.40
August 14, 2017	Draft report.	4.50
August 15, 2017	Draft report.	2.50
August 16, 2017	Draft report.	1.70
August 21, 2017	Review RFI responses and work on report draft.	3.60
August 23, 2017	Work on report draft.	2.10
August 30, 2017	Work on report draft.	0.50
August 31, 2017	Work on report draft.	0.50
		35.40

ORDINANCE NO. 2017-50

AN ORDINANCE ADOPTING UNANIMOUS SETTLEMENT AGREEMENT, SETTING RATES AND ESTABLISHING TARIFFS FOR THE PROVISION OF NATURAL GAS SERVICE BY TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC., WITHIN THE CITY OF WESLACO; DECLARING THIS ORDINANCE TO BE A FINAL DETERMINATION OF RATES; REQUIRING ACCEPTANCE BY TEXAS GAS SERVICE COMPANY OF THE RATES PRESCRIBED HEREIN; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WESLACO:

PART 1. The Council finds:

(A) On June 15, 2017, Texas Gas Service Company ("TGS" or "Company") filed with the City of Weslaco ("City") and the other affected Rio Grande Valley Service Area municipalities its Statement of Intent to increase its annual revenue by $5.17 million within its Rio Grande Valley Service Area ("RGVSA").

(B) In accordance with the Gas Utility Regulatory Act, Utilities Code, §104.107, the City suspended the TGS' proposed effective date of July 20, 2017, for a period not to exceed 90 days from TGS' proposed effective date, to October 18, 2017.

(C) TGS provided public notice of its proposed increase in rates in accordance with the Gas Utility Regulatory Act.

(D) A base rate revenue increase in the amount of $4.1 million per annum is reasonable and consistent with the requirements of the Gas Utility Regulatory Act, will permit TGS a reasonable opportunity to earn a reasonable return on its invested capital, and will yield a fair return upon the adjusted value of TGS' property used and useful in rendering service to the public.

(E) TGS and the City agree to implement the Company's Pipeline Integrity Testing Rider, including provisions that require TGS to file its annual reconciliation report on or before February 1 and allows for a 60-day review period.

(F) TGS and the City agree to continue the Energy Efficiency Program reflected in Rate Schedule EEP and Rate Schedule IEE within the City.

(G) The tariffs and specific rates and charges, and customer service rules appended to this ordinance are reasonable and in the public interest.

(H) The costs of the City's rate consultants, attorneys, and technical staff to conduct investigations, present evidence, advise and represent the City in these rate-making proceedings as set out in the settlement agreement are reasonable and necessary expenses, as are the rate case expenses incurred by TGS in this proceeding.

PART 2. The City is the regulatory body with exclusive original jurisdiction over the rates, operations, and services of Texas Gas Service Company, a division of ONE Gas, Inc., within the municipality.

PART 3. The Unanimous Settlement Agreement ("Settlement Agreement") entered into between TGS and the City and appended to this ordinance as "Attachment 1" is in the public interest and is adopted by this ordinance.

PART 4. An increase in the amount of $4.1 million in TGS' annual base-rate revenue, as determined on a systemwide basis for the RGVSA, is approved within the City.

PART 5. Except to the extent approved in this ordinance and the settlement agreement appended to this ordinance as "Attachment 1", the City denies TGS' request for rates, tariffs, and charges as proposed in TGS' Statement of Intent and rate increase request filed with the City on or about June 15, 2017.

PART 6. The rates, tariffs, charges, schedules, and service rules appended to this ordinance as "Attachment 2" for natural gas service provided by TGS within the City, are reasonable and are hereby approved.

PART 7. The proposed depreciation and amortization rates set forth on the Depreciation and Amortization Expense summary appended to this ordinance as "Attachment 2" are reasonable and hereby approved by this ordinance.

PART 8. The costs of rate consultants, attorneys, and technical staff to conduct investigations, present evidence, advise, and represent the City in these rate-making proceedings shall be reimbursed to the City by TGS no later than 30 days after the effective date of this ordinance.

PART 9. Nothing in this ordinance shall be construed as limiting or modifying in any manner the right and power of the City under the law to regulate the rates and charges of TGS Company.

PART 10. This ordinance takes effect on October 18, 2017. Should the City not approve this Ordinance in time for TGS to implement rates for meters read on or after October 18, 2017, TGS's rates as agreed herein, will be established as temporary rates for service on and after that date until such time as the City takes final action to approve this Ordinance no later than October 27, 2017.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 3rd day of October, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 17th day of October, 2017.

CITY OF WESLACO

_____
David Suarez,
MAYOR

ATTEST:

_____
Elizabeth M. Walker**, CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, **CITY ATTORNEY**

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1296
From:	
Subject: Approval of payment to Smartcom Telephone, LLC for annual local and long distance voice services and authorize the Mayor to execute any related documents. (Staffed by IT Department.)	
Background: After evaluating our current local and long distance phone bills from Frontier and ATT, we decided to look for alternatives. Smartcom gave us best pricing options with a better and more reliable voice network. This is a 12 month agreement for local and long distance services.	
Funding Source (budget code, if applicable)**:** Multiple Accounts	

Amount: $0.00	Term of Impact: 12 Months	Identified in Current Budget: Y

Additional Action Prompted: Mayor's Signature	
If item previously considered, provide date and action by Commission:	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:	
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**	
Jose Peña Jose Peña Mike Perez	Created/Initiated Approved Final Approval
City Manager Comments: Approve.	
Staff Recommendation: Staff recommends approval.	
Attachments, if any: Smartcom Agreement	
Responsibilities upon Approval:	

SmartCom Telephone
600 Ash Avenue, McAllen, TX 78501 • orders@sctel.co
Customer Service: 888 302-1125 • Fax: 956 213-1247

Service Agreement (Voice)

956-968-3181	jpena@weslacotx.gov	956-968-3181
Billing Telephone Number	Customer's E-Mail or FAX Number	Contact Number

City of Weslaco
Listing Name

See Attachment
Service Address

255 S. Kansas Ave. Weslaco, TX. 78596
Billing name and Address (if different from Service Address)

Tax ID # _____

NOTICE: ALL RATES BELOW SUBJECT TO TAXES AND FCC GOVERNMENTAL REGULATORY FEES)

The following features are included on every local business line ordered: (1) $ 0.059/min. Long Distance Rate for 1+ calls to local service area + 47states with 30 second minimum per call: $ 0.069/min. rate for calls to AK, HI & Canada with 30 second minimum per call. All billing in 6-second increments after initial 30 seconds: (2) Touchtone: (3) Automatic call blocking of 10-10-xxx calls: (4) Automatic blocking of 900 & 976 calls: (5) Automatic blocking of Collect Calls: (6) 1+ A/C + 555-1212 Information service @ $ 0.95 per call; 1-411 @ $1.10 per call: (7) Operator Services:

Services Requested (Recurring Charges):

Qty	Description	Unit Rate	Monthly Recurring
4	PRI Connection (1D + 23B)	$349.00	$1,396.00
	Caller-ID Name Additive – Per PRI (Optional)	INCLUDED	INCLUDED
	Valleywide Calling	INCLUDED	INCLUDED
184	Direct Inward Dial Numbers includes 100 new DID's	INCLUDED	INCLUDED
1	Toll Free Service 866-860-2053 ($0.07 per min. usage)	$1.50	$1.50
6	Conversion of Enhanced Business Lines	$24.95	$149.70
	Hunt Group; Valleywide Calling;Caller ID Name & Number		
19	Conversion of Standard Business Lines	$19.00	$361.00
38	Telephone numbers out of sequence block on PRI's	$0.30	$11.40

Monthly Recurring Total ***(not including taxes and regulatory fees)*** **$1,919.60 (Initials: _____)**

NOTE: Any services not listed that are added at a later time will be billed appropriate monthly rates.

Installation (Non-Recurring) Charges:

Qty	Description	Unit Rate	Total Non-Recurring
4	Installation of Services (1 Year Term)	$300.00	$1200.00
1	Setting up of Toll Free Number	$10.00	$10.00

Non-Recurring Total ***(Not including taxes and regulatory fees)*****: $ 1210.00**

PRICING IS BASED ON A 1-YEAR TERM Initials: _____

SmartCom Telephone

Request for Service

Business Account Information (must match CSR billing name, if converting from other carrier):

Name: City Of Weslaco		Customer BTN: 956-968-3181
Service Address: See Attachment		
City: **Weslaco**	State: **TX**	Zip: **78596**
Contact Name: **Jose Pena/Rogelio Martinez**		Contact Number: 956-968-3181

Consent to Access Customer Service Records:

By signing below, you authorize **Smartcom Telephone** to obtain your local, long distance, and Internet customer service records from your current telecommunications services provider and access any related records including line inventory, call features, USOCs, 2733 records, and service order reports so that Smartcom Telephone may analyze your current service arrangements to develop a package of services for your consideration. You also certify that you have read and understand this authorization and that you are at least 18 years of age with authority to make decisions concerning your current telecommunications services. This consent does not authorize **Smartcom Telephone** to make changes to your service; no change will occur unless or until you sign the Letter of Agency to change service providers to **Smartcom Telephone**. You agree that a fax signature hereto will have the same force and effect as an original. This authorization shall remain in effect until modified or revoked in writing by you.

Sign Here: _____ Date: _____

Customer Proprietary Network Information (CPNI) Selection

Federal and state law gives you the right and Smartcom Telephone has the duty to protect the confidentiality of your Customer Proprietary Network Information (CPNI). CPNI includes, for example, how many Smartcom Telephone services you have, which services and features you use and when you use them, and related billing information. With the use of your CPNI, Smartcom Telephone can determine what services may meet your particular needs. To do this, we need your permission to use this information. By initialing "DO AGREE" below, you consent Smartcom Telephone's limited use of your CPNI to create services that may benefit you in the future and provide you with information regarding other Smartcom Telephone services. You may deny or revoke access to CPNI at any time. Approval or denial is valid until you notify us otherwise. Smartcom Telephone will not disclose CPNI to third parties without your consent. By initialing "DO NOT AGREE" below, Smartcom Telephone will not access your CPNI as provided above. A denial of your approval or a restriction on the use of your CPNI will not affect the provision of any service to which you subscribe now or in the future.

Initial here X_____ if you DO AGREE to allow Smartcom Telephone to use your CPNI as specified above.

Initial here X_____ if you DO NOT AGREE to allow Smartcom Telephone to use your CPNI as specified above.

Terms and Conditions

I acknowledge that Smartcom Telephone and its affiliates will provide the specified services and any equipment purchased from Smartcom Telephone (regardless of installation location for such equipment) as provided in Smartcom Telephone's tariffs on file with the Public Utility Commission of Texas and the Federal Communications Commission, including, but not limited to, any limitations of liability specified therein. I acknowledge that Internet Services and all services not provided pursuant to a filed tariff are provided in accordance with the rates, terms and conditions shown in supporting documents given to customer at the point of sale, including but not limited to, any limitations of liability specified therein. I understand that Smartcom Telephone will use reasonable efforts: (1) to provide service by the date requested, (2) to prevent service interruptions, and (3) to restore service when service interruptions occur.

X			
Signature of Individual Signing on Behalf of Customer (an individual or sole proprietor must sign on his/her own behalf)		Accepted by Smartcom Telephone, LLC Account Executive	
Printed Name/Title	Date	Printed Name/ Title	Date

Thanks for choosing Smartcom for your telecommunications services! We will work hard to keep you happy with your service. As an added incentive for to stay with Smartcom, we provide term plans that will reduce your monthly fees or eliminate your one—time installation fee. Please select the Term and Service that work best for you:

Term	Service	Monthly Charge (Recurring)	Installation (Non Recurring)
12 Month	PRI Connect (23B+D)	$349.00 per PRI	$300.00

NOTE: Any legacy telephone numbers (single numbers) converted to Smartcom through the Number Portability process will accrue a monthly service charge of $1.00 per number, per month. Existing consecutive DID ranges will not be assessed this monthly charge. Direct Inward Dial numbers assigned by Smartcom will not be subject to any additional monthly charges.

- Early termination fees apply if you discontinue Smartcom service before your term expires.

- Except for PBX Connect and PRI Connect, Smartcom owns and fully maintains the CPE device it provides at your location. If you terminate your Service, Smartcom will schedule a time to pick up the device. By signing below, you acknowledge that any device provided by Smartcom for your use shall remain the property of Smartcom. Failure to return a Smartcom-provided device after disconnection will result in a charge to your Final billing. Also, make sure you have any third party equipment vendor present at the time of installation. Failure to do so will constitute a waiver and release of Smartcom in the event of damage to your equipment.

- If you change your mind and want to cancel your order, you must contact Smartcom within seven (7) days of the Signature Date and request such cancellation. If you cancel after that date, you will owe us early termination fees and installation charges.

- For SmartConnect Service, if it is determined during installation that the bandwidth required to provision the service you requested when you signed this Agreement cannot be provided, you will have the option of choosing a lower bandwidth SmartConnect Service. If you do not want a lower bandwidth you may terminate this Agreement without penalty, Once Service is installed, termination is subject to the provisions of this Agreement.

- Facilities Services are provided subject to the terms specified on the next page of this Agreement, which are in addition to the tariffs on file with the Public Utility Commission of Texas and/or the Federal Communications Commission. For SmartConnect, PBX Connect, and PRI Connect, the terms and conditions provided in our tariffs on file with the state public utility commissions also apply. The Terms of Service on the next page of this Agreement, as well as those posted on our website and in our tariffs, as applicable, are an integral part of Smartcom's contract with you.

- Smartcom will not increase your monthly recurring charges during the term of this Agreement for the service selected above, provided your service configuration does not change and our underlying carrier does not increase its rates.

- I certify that I am at least 18 years of age and am duly authorized to execute this Agreement on behalf of Customer for the services specified herein. I agree that a copy of this Agreement will have the same force and effect as an original.

Customer	**Smartcom Telephone, LLC**
Signature of Authorized Customer Representative	Signature of Authorized Smartcom Representative
Printed Name of Authorized Customer Representative	Date Accepted by Smartcom

SmartCom Telephone

Your New Service with Smartcom Telephone

Customer Name: City of Weslaco	
Contact Name: Jose Pena	**BTN: 956-968-3181**

VOICE SERVICES

- Smartcom will be handling your:

  XX Local Telephone Serivice **XX** Local Toll Service **XX** Long Distance Service (InterLATA) XX Toll Free Service

- You will receive pricing based on a term of: XX 12 Months ___36 Months
- It will take approximately 30 days to convert your telephone service to Smartcom.
- Your existing telephone number(s) will not change.
- Smartcom will review your current Customer Service Record (CSR) to verify your current service. If the CSR reveals information that you and Smartcom were unaware of, we will contact you. Please do not make changes to your existing service during the conversion process unless a Smartcom representative notifies you to do so.

Changes to your service:	
Additions to your service:	**Install new 4 PRI and assign 184 DID numbers**
Removing from your service:	
Other:	

DATA SERVICES

- You will receive pricing based on a term of**:** __12 Months ___36 Months
- Smartcom will review your current Customer Service Record (CSR) to verify your current service. If the CSR reveals information that you and Smartcom were unaware of, we will contact you. Please do not make changes to your existing service during the conversion process unless a Smartcom representative notifies you to do so.

Changes to your service:	
Additions to your service:	
Removing from your service:	
Other:	

BILLING

- Your first bill from Smartcom will include a partial month of service plus a full month of service in advance. This is an industry standard. From then on, your bills will be for one month of service including any usage charges.
- You ***should*** receive a final bill from your existing local, long distance, or Data services provider(s).
- You ***will*** be responsible for paying any charges resulting from the early termination of a service contract with your existing provider(s), if applicable.
- You ***may*** have a refund coming to you from your existing provider(s), so open any correspondence you receive.
- All Smartcom charges and savings quoted are ***before*** taxes and surcharges.

CUSTOMER COMMUNICATIONS

- Smartcom will handle communication with your existing provider(s) regarding the services you are converting to Smartcom.
- If you have voice mail service, please review the information provided to you today.
- Please review your ***"Welcome* to *Smartcom"*** letter when it arrives. It has important information about your service, so hang onto it for future reference.
- After you have been notified and officially welcomed to Smartcom Telephone as a customer, you may contact our Customer Service Center by calling 1-888-302-1125. Prior to your conversion to Smartcom service, you may contact your Account Executive or your local sales office for assistance.

Thanks for bringing your business to Smartcom!

Customer Signature: _____	**Account Executive:**
Date:	**Date:**

FACILITIES PRODUCT AGREEMENT TERMS AND CONDITIONS

1. Facility Services: Smartcom Telephone, LLC, on behalf of its affiliates and subsidiaries ("Smartcom") will provide Facilities Services selected by you on the front of this Facilities Product Agreement ("the Agreement'). subject to availability and subject to conditions generally beyond the control of Smartcom, including, but not limted to, the types and condition of your equipment and facilities, failures caused by connectivity or equipment at your premises, fire, flood, war, strikes, cable cuts, acts of terrorism, explosions, loss or power, local access restrictions, acts of third parties, third party services or products, or acts of God, all commonly referred to as Force Majeure events. Services may be temporarily unavailable or limited because of capacity limitations and may be temporarily interrupted because of equipment modifications, upgrades, relocations, repairs, and similar activities. Smartcom will use commercially reasonable efforts to notify you of any scheduled maintenance, but may need to interrupt Services without notice or compensation to you. Smartcom operates and maintains Services up to the demarcation point at your premises oniy. In addition, any permitted end user must use the Services in accordance with the terms of this Agreement. Services are provided by Smartcom subject to the terms and conditions of this Agreement, the Request for Service, an applicable Letter of Agency, Smartcom's website, and the tariff(s) on file with the state commissions. You agree to pay Smartcom non-recurring charges as specified on the front page of this Agreement and Smartcom's standard published monthly recurring charges.

2. Twelve Month Term Commitment. If your service is terminated for breach of this Agreement, or if you terminate a Service prior to the end of the twelfth month from the date you sign the front of this page (the "Signature Date"), you agree to pay an early termination fee of fifty percent (50%) of the remaining months' monthly recurring charges in the term.

3. Thirty-Six Month Term Commitment. If your service is terminated for breach of this Agreement, or if you terminate a Service prior to the end of the twenty-fourth or thirty-six month from the Signature Date, you agree to pay an early termination fee of fifty percent (50%) of the remaining months' monthly recurring charges in the term.

4. Term. Services will be provided for the term specified in the RFS. At the end of any term commitment the terms shall automatically renew for an additional equivalent period at the same terms and rates. If Smartcom elects to allow the term to expire, Smartcom will provide a notice of non-renewal to Customer prior to forty-five (45) days before end of the term. If Customer elects to allow the term to expire, it should provide notice to Smartcom within forty-five (45) days prior to end of the term. Notices of expiration/renewal must be sent to Smartcom at P.O. Drawer 3097 – McAllen, TX 78502-3097 and to Customer at its then-current billing address. Should Customer elect to allow the term to expire, (a) Customer will continue to receive Services previously provided under this Agreement until it disconnects Service, (b) such Services will be provided at Smartcom's option, on either a month-to-month rate basis and/or with an additional monthly recurring charge as provide in the tariff(s) and other incorporated terms of service, and (c) the rates and terms of this Agreement, including any lower term rates, shall no longer apply.

5. Right to Cancel. You may cancel the Facilities Services from any Request for Service for any reason within seven (7) days from the Signature Date, without incurring termination fees or applicable installation charges. If you cancel after seven (7) days. you will be liable for early termination fees arid for installation fees.

6. Customer Premise Equipment. All Customer Premise Equipment ("CPE") installed by Smartcom to provide Services to you shall remain the sole property of Smartcom unless separately purchased by you in a separate written "Bill of Sale" agreement. You agree to return all such CPE to Smartcom within ten (10) days of termination of Service for any reason, Equipment returned after ten (10) days will not be credited toward your account and you'll be responsible for full replacement costs. You agree to be responsible for ensuring that no liens attach to Smartcom equipment, and must immediately cause any such liens to be removed at your expense upon request. In addition, you'll be responsible for the proper installation, operation and maintenance of any Customer-Provided CPE used in connection with the Services. It's your responsibility to ensure that any Customer-Provided CPE is technically and operationally compatible with the Services and in compliance with applicable laws and regulations. All Customer-Provided CPE you use that will be connected with Smartcom's network or Services must be pre-approved by Smartcom. You may only use Smartcom-approved routers. No workstation configuration will be completed by Smartcom if you do provide your own router, and you will then be responsible for router connection and configuration. You shall require any third party equipment vendor to be present at the lime of installation to coordinate installation. Your failure to have any third party equipment vendor present during Service installation will constitute a waiver and release of Smartcom by you in the event of any damage or of loss to your equipment or other property. SmartConnect services are provided using Smartcom-provided CPE (Integrated Access Devices or IADs). Smartcom does not provide battery backup/uninterrupted power supply (UPS) on IADs for SmartConnect service. Therefore, in the event of a power outage at your premises, you will not have telephone or Internet service until your power is returned.

7. Non-Recurring Charges. Non-Recurring Charges represent: (a) fees for device maintenance for as long as you utilize Smartcom Facilities Services and/or (b) the service fees for changing and installing Services. Smartcom owns and maintains Smartcom-provided devices.

8. Additional Service Restrictions. PBX Connect and PRI Connect Services may be used only for interconnection to Private Branch Exchange (PBX) systems. Interconnection with modem pooling devices, remote access servers, automated dialing equipment, automated call distribution systems, routers or similar systems is prohibited unless specifically approved in writing by Smartcom. PRI/PBX Connect services may not be used by Internet Service Providers, or as a component of a telecommunications service sold to or otherwise made available to third parties. Calls terminating to PRI/PBX Connect services cannot be subsequently routed or otherwise forwarded to destinations other Customer premises. The maximum number of Direct Inward Dialing (DID) numbers allowed per PRI Connect or PBX Connect circuits are generally limited to two hundred (200) unless other arrangements are made with Smartcom.

9. PBX Connect/PRI Connect/SmartConnect T1 Installation Complete. Prior to installation of Service, Smartcom will deliver a T1 (DS1) or DSL circuit to your premise (hereinafter referred to as the "Circuit Delivery Date"). In the event that installation of Service is postponed, but postponed less than twenty-one (21) days from the Circuit Delivery Date due to Customer delays, billing will commence on the date Service is installed. If installation of Service is postponed more than twenty-one (21) days from the Circuit Delivery Date due to Customer delays, billing will commence on the twenty-first (21st) day from Circuit Delivery Date. In the event that installation and turn-up of Service is postponed for any time period due to Smartcom delays, billing will commence on the date Service is installed.

10. Incorporated Terms of Service. This Agreement provides terms and conditions in addition to those terms and conditions provided in the Request for Service, Letter of Agency, and the tariffs on file with the Public Utility Commission of Texas and/or the Federal Communications Commission. This Agreement is an addendum to the Tariffs, Request for Service and the Letter of Agency, and is intended by the parties to be construed as one integrated agreement and shall be a binding contract between us. In the event of conflict between these documents, this Agreement shall control, followed by the filed tariff(s), the Request for Service, and the Letter of Agency. THE TERMS OF SERVICE FOR FACILITIES SERVICES AND FILED TARIFFS INCLUDE WARRANTY DISCLAIMERS AND LIMITATIONS ON SMARTCOM'S LIABILITY, AMONG OTHER TERMS AND CONDITIONS. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS HAD AN OPPORTUNITY TO REVIEW THE TERMS AND CONDITIONS REFERENCED HEREIN AND AGREES TO SUCH TERMS AND CONDITIONS.

Letter of Agency to Smartcom Telephone, LLC, (SCT)

Notice: All telephone services from Smartcom Telephone are subject to availability of SBC Texas facilities and SBC Texas personnel for installation and service.

This is a written authorization, until further written notice from the undersigned, to convert to or install new telephone service with SCT. Unless otherwise specified by customer, the presubscribed long distance carrier will be Smartcom Telephone, LLC using PPIC Code 1122 for all of the telephone numbers shown herein.

There will usually be no Installation charge for converting existing telephone lines to SCT, which will normally be converted in 3-7 business days. A one-time Installation charge for any *new* lines will apply. Installation of new lines is to the customer's demarcation point (network interface) only. SCT will not provide the connection to, or the installation of, any telephone jacks on Customer's premises. All inside wiring much be arranged for by customer though the qualified technician of their choice. Charges for all jack installations and repairs related to inside wiring will be at the customer's expense.

All telephone service will become subject to disconnection for non-payment at 5 PM on the due date specified on the invoice.

Single telephone lines are on a month-to-month term. Higher capacity circuits (such as DSL Loops and DS1/T1 or higher circuits are subject to a minimum of a one-year term.

Customer agrees to make all future carrier changes and/or cancellations of telephone services with SCT in writing. A $7.95 charge will apply to each service order issued to change the customer's service.

Payments mailed to SCT must be by Check or Money Order only. On-line payments can be made using major credit or debit cards. Customer agrees to pay a service restore charge of $25.00 per line or trunk, and deposit (if required), to restore service anytime the service is restricted or disconnected by SCT. Service restoration after disconnection may take up to 4 business hours after payment is received.

Customer agrees to be liable for all long distance calls, as well as SCT Calling Card calls, whether the calls were made with or without Customer's permission or knowledge, and whether or not the caller's identity is known by the Customer.

Customer certifies that no promises, rates, services, or conditions have been represented by any SCT representative, other than those specifically listed on this agreement. This agreement replaces all other agreements previously signed for the above telephone number(s).

This special offer will expire if not signed and returned to SCT within ten (10) days of the date that this offer was made. This application is subject to credit approval. The first and last month's rate, plus the installation rate, plus an advance payment for long distance service may be required in advance for all new service orders, to establish credit.

Customer agrees to pay late charges, plus Court Costs and Attorney fees if collection efforts are required, prior to restoration of service.

Authority for this service is granted by the Texas PUC to Smartcom Telephone, LLC. Service Provider Certificate of Authority #60229.

_____ _____

Customer Signature Date Signed

_____ _____

For Smartcom Telephone, LLC Date Signed

Letter of Agency

(Information required to Change your Telecommunications Service Provider to Smartcom Telephone)

Customer Name:	City of Weslaco
Billing Address:	255 S. Kansas Ave. Weslaco, TX. 78596
Initial here X _____ to change my Local Telephone Service to **Smartcom Telephone** in place of :	Frontier
Initial here X _____ to change my Local Toll Service to **Smartcom Telephone** in place of:	Frontier
Initial here X _____ to change my Long Distance Service to **Smartcom Telephone** in place of:	ATT

I understand that only one company may be designated as my preferred carrier for each type of service selected for each telephone number. By signing below and initialing my selection above, I authorize Smartcom Telephone. LLC (hereinafter referred to as "Smartcom") to provide the selected services to the specified telephone number(s) below.
By signing below, I agree to the following:

1. I revoke any appointments of authority that I have given to any other service provider for the services herein. I understand that Smartcom may have different calling areas, rates and charges than my current telecommunications company, and am willing to be billed accordingly.

2. I acknowledge that Smartcom and its affiliates will provide the specified services and any equipment purchased from Smartcom (regardless of installation location for such equipment) as provided in Smartcom tariff(s) on file with the Public Utility Commission of Texas and/or the Federal Communications Commission, including, but not limited to, any limitations of liability specified therein. I understand that Smartcom will use reasonable efforts: (1) to provide service by the date requested, (2) to prevent service interruptions, and (3) to restore service when service interruptions occur.

3. I certify that I am at least 18 years of age and legally authorized to change telephone companies for the telephone numbers specified. I agree that a fax copy of this Letter of Agency will have the same force and effect as an original.

4. I understand that the rates, terms and conditions of service may be revised by Smartcom from time to time effective as provided in the applicable tariff or if no tariff applies, then following applicable notice posted on the Smartcom website, in a monthly invoice, or in a mailed notice. I acknowledge that I have read and understand this Letter of Agency and have had an opportunity to review, and hereby agree to, all rates, terms, and conditions referenced above, which are incorporated herein for all purposes.

All Numbers to be Converted Must Be Listed Here:

SEE ATTACHMENT

Initial here _____ <u>ONLY</u> if attaching a list of numbers to be converted <u>in addition</u> to those specified above.

I authorize Smartcom to become my new provider for the above selected services. I authorize Smartcom to act as my agent to make this change, and direct my existing provider(s) listed above to work with Smartcom to make the requested changes to the numbers above.

X_____ _____ _____

Signature of Individual Signing on Behalf of Customer (an individual or sole proprietor must sign on his/her own behalf) | Printed Name/Title | Date

LOA 071717

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1293
From: Arnold Becho	
Subject: Authorization to submit an application renewing the ERate 2018-2019 Grant program, accept funds upon award, accept additional funding if awarded during the grant year, and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)	
Background: The Schools and Libraries Program of the Universal Service Fund (ERate) makes discounts available to eligible schools and libraries for internet access, maintenance, and equipment. The program is intended to ensure that schools and libraries have access to affordable bandwidth and computing infrastructure. The program provides up to a 90% discount and has saved the city hundreds of thousands of dollars in years past. The library would like to continue participation and seeks permission to do so.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission: NA		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:** None at this time.		

Arnold Becho	Created/Initiated
Martin Mata	Approved
Jose Peña	Approved
Mary Barrera	Approved
Mike Perez	Final Approval

City Manager Comments: Approve.
Staff Recommendation: Staff recommends approval.
Attachments, if any: ERate Overview, Memo - ERate Approval 2018-2019
Responsibilities upon Approval: The Library will begin the application process and return for Commission approval of

other measures as required by the grant and City protocol.

What is E-rate

The E-rate program provides discounts on certain services and products that are essential for classrooms and libraries to receive voice, video, and data communications. The amount of the discount depends on the level of poverty and location of the school or library receiving service. The discount ranges from 20% to 90% of the cost of eligible services.

To be eligible to receive discounts, a school or library must meet certain eligibility criteria. In general elementary and secondary schools are eligible to receive discounts--including many private schools and religious schools. Public libraries and library systems can receive E-rate discounts, provided they meet the eligibility requirements of libraries.

The E-rate process

Develop a Technology Plan - applicant develops a plan for technology implementation**.**

Procure Services - based on the technology plan, the applicant files the FCC Form 470 to announce that they are seeking E-rate support to purchase eligible goods and services. When the Form 470 is posted to the SLD's website, a 28-day period begins in which interested service providers may submit proposals and bids to provide service to the applicant. After the 28 day posting period, the applicant reviews the bids and proposals, selects a service provider, and signs a contract or service agreement.

Apply For Funding - the applicant submits the FCC Form 471 which tells the SLD which service provider was selected, the goods and services for which the applicant will be requesting E-rate support, and the costs of those goods and services.

Application Review - SLD will review the application to substantiate that the requests are for eligible services that will be delivered to eligible locations and students/patrons.

Receive Services - applicants receive services during the "Funding Year" (July 1 - June 30). They submit the Form 486 to the SLD to signify that the approved services are being delivered.

Realizing Discounts - the applicant has two means of realizing the benefit of the E-rate program. The first, is to receive discounted billing from the approved service provider (the service provider then bills the SLD for the committed portion of the delivered services. The second is to pay the service provider in full and then apply for reimbursement directly to the SLD.

City of Weslaco

"The City on the Grow"

David Suarez, Mayor
Gerardo "Jerry" Tafolla, Mayor Pro-Tem, District 4
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Olga M. Noriega, Commissioner, District 3
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

September 8, 2017

To: David Suarez, Mayor; Gerardo Tafolla, Mayor Pro-Tem; Gregory Kerr, Commissioner; Letty Lopez, Commissioner; Leo Muñoz, Commissioner; Olga M. Noriega, Commissioner; Josh Pedraza, Commissioner; Mike Perez, City Manager
CC: Martin J. Mata, Maria C. Barrera, Homer Rhodes, Jose Pena
Fr: Arnoldo Becho, Library Director
Re: Request to approve application to the ERate 2018-2019 program

The Library is looking to continue participation within the ERate program and is looking for permission to apply to the next fiscal year of program funding. The library has participated in ERate for greater than 10 years and the program has provided millions of dollars in savings to the city.

The ERate program provides discounts on computing infrastructure, computer maintenance, internet access, and other services. ERate allows the library to maintain its computer infrastructure and access the internet at a discounted price. The amount of the discount depends on the level of poverty and location receiving service. Recently, the library has qualified for an 80% discount.

This agenda item does not incur any expenses within this fiscal year but will need to be budgeted for in the following fiscal year. The library is not able to provide information regarding total funding and the city's matching responsibility at this point because those numbers are calculated later during the ERate process. Any funding granted and matching responsibility required will be brought to commission at a later point. There will be an opportunity to review and accept or deny those amounts at that time. From past experience, a rough estimate of $75,000 in granted funds and $15,000 of matching funds is logical, but it is very likely that both of those numbers change significantly.

Library staff strongly supports the request as it provides necessary services and equipment and a much lower than market cost. Please feel free to contact me with any questions, I will be happy to provide additional information. Thank you for the time.

Arnoldo Becho
Library Director, City of Weslaco
Phone: 956.973.3144
Email: abecho@weslacopl.us

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1301
From: Arnold Becho	
Subject: Authorization to allow the Mayor Joe V Sánchez Public Library to implement a Food for Fines program supporting local food drives and the RGV Food Bank during the Holiday Season and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)	
Background: The Food for Fines program will allow library patrons to bring in canned goods and other applicable food items in exchange for forgiveness of library fines. For each food item submitted to the library, a fine on one single item will be forgiven. The program will run through the month of December. If another city department conducts a food drive all food gathered will go to that food drive. If no other food drive is conducted by the city, the library will deliver the food directly to the RGV Food Bank. This program will not apply to cost associated with lost or damaged library items.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission: NA		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:** None at this time.		

Arnold Becho	Created/Initiated
Arnold Becho	Approved
Mike Perez	Final Approval
City Manager Comments: Approve.	
Staff Recommendation: Staff recommends approval.	
Attachments, if any: Memo - Food for Fines 2017	
Responsibilities upon Approval: Following approval the library will begin exchanging food donations for fine amnesty.	

City of Weslaco

"The City on the Grow"

David Suarez, Mayor
Gerardo "Jerry" Tafolla, Mayor Pro-Tem, District 4
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Olga M. Noriega, Commissioner, District 3
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

October 6, 2017

To: David Suarez, Mayor; Gerardo Tafolla, Mayor Pro-Tem; Gregory Kerr, Commissioner; Letty Lopez, Commissioner; Leo Muñoz, Commissioner; Olga M. Noriega, Commissioner; Josh Pedraza, Commissioner; Mike Perez, City Manager
CC: Martin J. Mata
Fr: Arnoldo Becho, Library Director
Re: Request to approve the Food for Fines Program

During the months of November and December the library has traditionally taken in canned goods from the public in exchange for fine forgiveness. Library fines are very typically low in value (less than $3) and many individuals donate to the cause even if they do not have a fine present on their account. Thus the activity does not reduce revenues greatly but does have a very positive community result. The last few years we have collected greater than 2,000 total pounds of food.

The Library typically partners with the Parks Department's Food Drive and all donations received will supplement that food drive. In the event that another City Department does not have a food drive, the collected food is donated to the RGV Food Bank. Only non-perishable food items will be accepted, monetary and other donations will not be accepted. Fine forgiveness does not extend to cost associated with lost or damaged materials. Cost associated with lost or damaged materials are classified as fees and the library does not desire to have forgiveness apply to lost or damaged items.

This agenda item requires no additional funding and adds no cost to the library budget. Library staff strongly supports the program and invites all community individuals and community organizations to help promote the program. We would love to collect as much for the needy in our community as possible. Please feel free to contact me with any questions, I will be happy to provide additional information. Thank you for the time.

Arnoldo Becho
Library Director, City of Weslaco
Phone: 956.973.3144
Email: abecho@weslacopl.us

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1260
From:	
Subject: Approval of the annual request to host the 2017 Mid-Valley Christmas Lighted Parade on Saturday, December 9, 2017 along with Santa Dash fun run hosted by Mid-Valley Events from 4:00 p.m. – 9:00 p.m. on Texas Boulevard from Pike Boulevard to Sixth Street, approve the use of City Hall parking lot to host a music event after the parade, and authorize the Mayor to execute any related documents as may be required by the Texas Department of Transportation for proposed street closure affecting state right-of-way. (Staffed by Parks and Recreation Department.)	
Background: Annual Parade and celebration at city hall.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		

Kayla Arevalo	Created/Initiated
David Arce	Approved
Mike Perez	Final Approval
City Manager Comments: Approve.	
Staff Recommendation: Approval	
Attachments, if any:	
Responsibilities upon Approval:	

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1263
From:	
Subject: Approval of the request from H-E-B to place banner promoting Feast of Sharing at intersection of Texas and Pike Boulevards up to three weeks before the event on December 16, 2017, and authorize the Mayor to execute any related documents as may be required by the Texas Department of Transportation. (Staffed by Parks and Recreation Department.)	
Background:	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:	
If item previously considered, provide date and action by Commission:	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:	
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**	
Kayla Arevalo David Arce Mike Perez	Created/Initiated Approved Final Approval
City Manager Comments: Approve.	
Staff Recommendation: Approve.	
Attachments, if any:	
Responsibilities upon Approval:	

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1254
From:	
Subject: Discussion and consideration to approve Resolutions 2017-67 and 2017-68 appointing two members to expired terms on the Board of Adjustments & Appeals Zoning Ordinance and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)	
Background: Andy Veliz and Frank Castellanos have submitted notice that they desire to continue to serve. As of the time of posting, no new applications of interest on file.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Resolution		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
Aida Vega Elizabeth Walker Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Approval of resolutions.		
Attachments, if any: 16 Board Appt., Roster Board of Adjustments & Appeals to Zoning Ordinance, Notice of interest-Andy Veliz, Notice of interest-Frank Castellanos, Resolution 2017-67, Resolution 2017-68		
Responsibilities upon Approval: Notify appointees and related department.		

City of Weslaco Boards and Committees

Prepared by Office of the City Secretary; Updated August 2016

	Member Qualifications										Defined Duties							
	character	citizenship	residency	age	public officer	taxpayer/property owner	qualified voter	management experience	subject interest	no litigation	# members	# quorum	term length (st = staggered)	term limits	meeting schedule	deisgnated final authority	governing statutes	appointing authority
Adjustments & Appeals to Zoning Oridnance						X					5		2yr				Sec 150-19	CC
Adjustments & Appeals to Building Codes											7	4	4yr		reg interval	X	Art IX Sec 280-283	CC
Ambulance Advisory Board											7	4	2yr		min. 3 mths		Art I, Sec 14-1	CC
Animal Shelter Advisory Committee		X									5*				3/year		Ord 2012-02	CC
Civil Service Commission	X	X	>3yr	>25	>3yr						3	2	st3yr	3*	72hr notice		Ch 143	appt by CM, confirm by CC
Economic Development Corporation	X	X	X					X		X	7	4		2*	monthly		Bylaws, Art of Inc	7 at large; confirm by CC
Hotel Occupancy Tax Advisory Committee											7	3	3yr		2/year		Ord 2015-09	CC
Housing Authority Board					no						5		2yr	2			LGC Sec 392.033	appt by Mayor
Library Board											5		2yr				Art II Sec 78.21-28	CC
Parks & Recreation Advisory Board											7		3yr				Art IV Sec 98	CC
Planning & Zoning Commission		X	X			X	X				7		3yr				Art III Sec 2.98-103	CC
Public Facilities & Transportation Improvements Naming Committee		X	X								7		st3yr				Ord 2011-16	CC
Weslaco Health Facilities Development Corporation											3+		6 yrs				Art 1528j, Vernons TX Civil Statue	CC
Weslaco Mid-Valley Airport Committee											7		st3yr				Art II Sec 6-33	CC
Weslaco 100		X	X								16		3yrs				R2013-52	CC

Application for Service
City of Weslaco Boards and Committees

Name of Applicant:		**Telephone Number:**
E-Mail Address:		**Alternate Phone Number (work/cell):**
Home Address:		[ ] Inside City Limits [ ] Outside City Limits
City:	**State:**	**Zip Code:**
How many years have you lived at this residence?		**Do you own this house?** [ ] Yes or [ ] No
Preference for consideration, naming committees on which you desire to serve: 1.) 2.) 3.)		
List of Civic Involvement and Business Experience:		
Have you been bonded or eligible to obtain one? [ ] Yes or [ ] No		**Are you currently suing or being sued by the City of Weslaco or any of its entities?** [ ] Yes or [ ] No
Are you related to any member of the Commission? [ ] Yes or [ ] No		**If so, who and how?**
Have you previously served on a City board? [ ] Yes or [ ] No		**If so, which and when?**
Have you ever been elected to public office? [ ] Yes or [ ] No		**If so, which and when?**
Do you consent to release this info to the public? [ ] Yes or [ ] No		**Are you age 25 or older?** [ ] Yes or [ ] No
The statements I have made on this Application for Service are truthful and I am not disqualified to serve due to nepotism, City of Weslaco Charter or Ordinances or State of Texas laws.		**Timestamp of Receipt:**
Applicant's Signature:		

Optional Demographic Information: Self Identification
Gender:
Age:
Race:
Religion:
Citizenship:

RESOLUTION NO. 2014-62

STATE OF TEXAS	§	**RESOLUTION ESTABLISHING A SCREENING, APPOINTMENT, CONFIRMATION AND ATTENDANCE POLICY FOR SERVICE ON CITY OF WESLACO BOARDS, COMMISSIONS, AUTHORITIES AND COMMITTEES**
COUNTY OF HIDALGO	§	
CITY OF WESLACO	§	

WHEREAS, The City of Weslaco has Standing Committees, Boards, Authorities and Commissions (hereafter called "Boards") that assist and recommend to the Weslaco City Commission programs and projects that benefit the citizens of Weslaco; and

WHEREAS, The Weslaco City Commission (hereafter called "Commission") also periodically creates *Ad Hoc* Boards to assist the City of Weslaco in addressing unexpected issues, projects or concerns; and

WHEREAS, The Commission desires the best qualified individuals on these Boards to represent a diverse cross section of the citizens of Weslaco.

NOW THEREFORE BE IT RESOLVED THAT The Weslaco City Commission hereby adopts the following Policy for the screening, appointment and confirmation of individuals to serve on the various Boards.

A. Screening

Interested individuals shall submit to the City Secretary a Board application which will contain: 1) contact and demographic data; and 2) educational, professional, civic and other relevant credentials. This application will be kept on file until the end of the fiscal year in which it was submitted, ending on September 30.

Individuals shall confirm receipt the City's diversity, affirmative action, nepotism, ethics policies; the Board's mission, duties and responsibilities as established by Ordinance or other order; and other relevant documents. Individuals must agree to abide by Weslaco City Charter and applicable Ordinances, and state and federal laws.

B. Appointment

The City Manager may recommend the best qualified individuals to the City Commission. The Commission will attempt to appoint the best qualified individuals that will fairly represent the demographic characteristics of Weslaco.

To ensure greater public participation, individuals shall not serve concurrently on more than one Board, unless the Commission makes an exemption.

The Commission shall make fair and deliberative appointments that comply with the Weslaco City Charter and applicable Ordinances, and state and federal laws.

C. Confirmation

Prior to appointment by the Commission, individuals should confirm that they remain interested in serving on a particular Board by either: 1) attending the Commission meeting which has the item on the Commission's Agenda; or 2) submitting a written statement of interest to the Mayor.

D. Attendance

Three absences, not limited to consecutive, from any board or committee as appointed is established as just cause for removal and replacement by the Commission.

E. Qualification

Individuals that have pending litigation against the City of Weslaco or any of its entities shall not be eligible for an appointment to City of Weslaco Committees, Boards, Authorities and Commissions.

PASSED AND APPROVED on this 2nd day of December, 2014.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

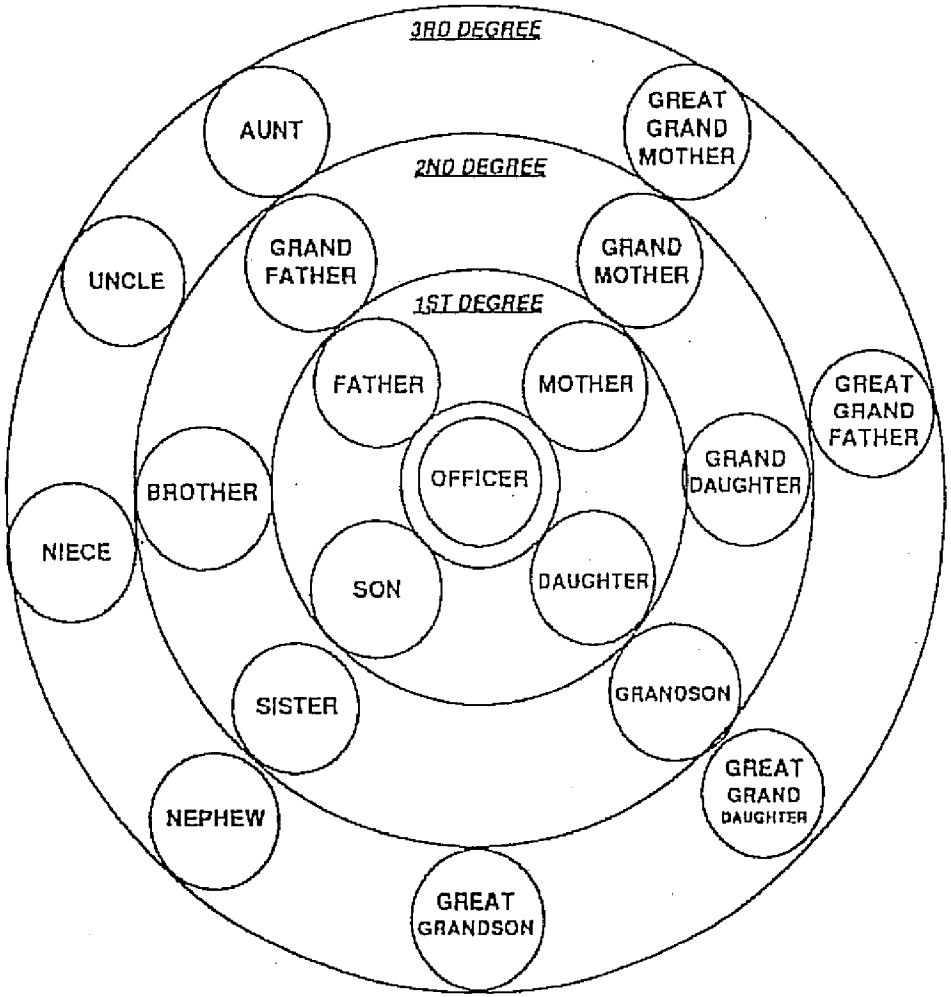
wcc 12/2/14

Rebekah de la Fuente, **INTERIM CITY SECRETARY**

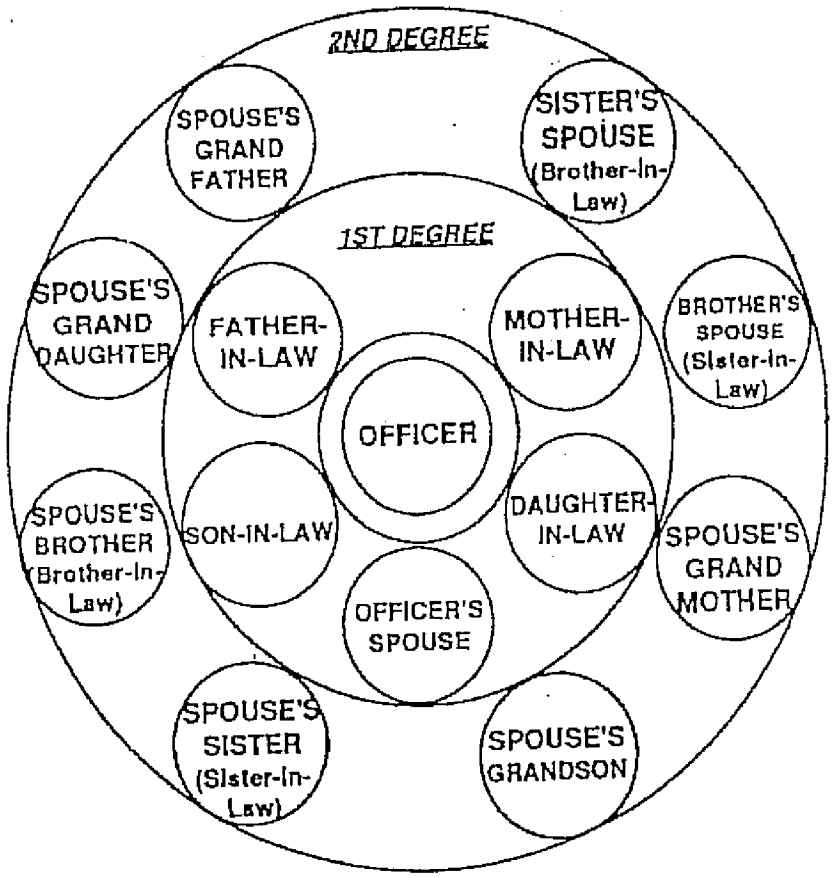
APPROVED AS TO FORM:

Frank Garza, **INTERIM CITY ATTORNEY**

TEXAS NEPOTISM 1992



Consanguinity Kinship Chart
(Blood)



Affinity Kinship Chart
(Marriage)

Board of Adjustments & Appeals to the Zoning-Ordinance

TERM START	TERM EXPIRES	TERMS SERVED	FIRST NAME	LAST NAME
1/7/2015	1/6/2019	1	Paul	Garza
6/1/1982	11/2/2017	15	Andy	Veliz
4/6/2016	11/6/2017	0	*Francisco	Castanellos
9/6/2016	10/4/2019	0	Adrian	Torres
2/22/2017	12/21/2017	0	*Mark	McCaleb

*serving unexpired term

TO: City of Weslaco
Joe Pedraza

FROM Andy Vega

DATE: 9/26/17

SUBJECT: B.O.A.

I want to continue serving on the BOA. Board and Adjustments for Zoning.

Thank you.

Andy Vega
P.O. Box 916
Weslaco, Texas 78596
956-792-8676

Adelaida Vega

From: Joe Pedraza
Sent: Wednesday, September 27, 2017 6:46 AM
To: Adelaida Vega
Subject: FW: Re-appointment.

please see email below from Frank Castellanos for re appointment to BOA board

Joe Pedraza
Health Official
Code Enforcement Supervisor

-----Original Message-----
From: Francisco Castellanos [mailto:castfam@gmail.com]
Sent: Tuesday, September 26, 2017 5:05 PM
To: Joe Pedraza <jpedraza@weslacotx.gov>
Subject: Re-appointment.

I am willing to continue to serve if that be the will of the Commission.

Sent from my iPhone

RESOLUTION NO. 2017-67

A RESOLUTION OF THE CITY OF WESLACO APPOINTING ONE MEMBER TO THE BOARD OF ADJUSTMENTS & APPEALS-ZONING ORDINANCE.

WHEREAS, the City of Weslaco created and established the Board of Adjustments & Appeals-Zoning Ordinance.

WHEREAS, the term of the members of this board are for two years; and

WHEREAS, the Board of Adjustments & Appeals-Zoning Ordinance members shall serve with neither compensation nor term limits; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve an expired term on the Board of Adjustments & Appeals-Zoning Ordinance and the term will expire on _____ day of _____, 20___.

PASSED AND APPROVED on this 17th day of October, 2017.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, **CITY ATTORNEY**

RESOLUTION NO. 2017-68

A RESOLUTION OF THE CITY OF WESLACO APPOINTING ONE MEMBER TO THE BOARD OF ADJUSTMENTS & APPEALS-ZONING ORDINANCE.

WHEREAS, the City of Weslaco created and established the Board of Adjustments & Appeals-Zoning Ordinance.

WHEREAS, the term of the members of this board are for two years; and

WHEREAS, the Board of Adjustments & Appeals-Zoning Ordinance members shall serve with neither compensation nor term limits; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve an expired term on the Board of Adjustments & Appeals-Zoning Ordinance and the term will expire on _____ day of _____, 20___.

PASSED AND APPROVED on this 17th day of October, 2017.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, **CITY ATTORNEY**

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1126
From: Mardoqueo Hinojosa	
Subject: Discussion and consideration of playscape at Pecan Grove Park and authorize the Mayor to execute any related documents. Possible action. (There was no action on this item on September 5, 2017; Staffed by Parks and Recreation Department.)	
Background: The parks department has been cutting and maintaining the grass at Pecan Grove Park. We had resistance when installing the new play structure, and we continued with the install. With plans to install a basketball court, restrooms, and a park sign, progress stopped. We continued to maintain the grass only, but now need direction to move forward with establishing the park or stop investing in property that is not city owned. We have been unable to get a hold of the developer or the home owners assocaition that is now in charge of this subdivision.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
Aida Vega David Arce Mary Barrera Mike Perez	Created/Initiated Approved Approved Final Approval	
City Manager Comments: Approval as requested by Mr. Jones.		
Staff Recommendation: Table until we contact HOA or developer.		
Attachments, if any: PECAN GROVE PHASE 1 APPRAISAL DIST., PARKLAND DEDICATION, PECAN GROVE PHASE 1 PARKLAND RESTRICTION, Letter Parkland Lot C, Pecan Grove Subdivision, Letter from John T. Jones, Deed without Warranty, Certificate of Resolution		
Responsibilities upon Approval:		

Hidalgo CAD

Property Search Results > 682758 CITY OF WESLACO for Year 2017

Property

Account

Property ID:	682758	Legal Description:	PECAN GROVE PH 1 LOT C LOT C7 (PARKLAND)
Geographic ID:	P5005-01-00C-00C7-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	TX	Mapsco:	
Neighborhood:	PECAN GROVE PH1	Map ID:	CWL VOL 45 PG 174-17
Neighborhood CD:	P500501		

Owner

Name:	CITY OF WESLACO	Owner ID:	121752
Mailing Address:	255 S KANSAS AVE WESLACO, TX 78596-6158	% Ownership:	100.0000000000%
		Exemptions:	EX-XV

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$683,634	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0

(=) Market Value:	=	$683,634	
(–) Ag or Timber Use Value Reduction:	–	$0	

(=) Appraised Value:	=	$683,634	
(–) HS Cap:	–	$0	

(=) Assessed Value:	=	$683,634	

Taxing Jurisdiction

Owner:	CITY OF WESLACO
% Ownership:	100.0000000000%
Total Value:	$683,634

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax

CAD	APPRAISAL DISTRICT	0.000000	$683,634	$0	$0.00
CWL	CITY OF WESLACO	0.666700	$683,634	$0	$0.00
DR1	DRAINAGE DISTRICT #1	0.095100	$683,634	$0	$0.00
GHD	HIDALGO COUNTY	0.590000	$683,634	$0	$0.00
JCC	SOUTH TEXAS COLLEGE	0.185000	$683,634	$0	$0.00
R02	ROAD DIST 02	0.000000	$683,634	$0	$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	$683,634	$0	$0.00
SWL	WESLACO ISD	1.139700	$683,634	$0	$0.00
	Total Tax Rate:	2.725700			
				Taxes w/Current Exemptions:	$0.00
				Taxes w/o Exemptions:	$18,633.81

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	4.4209	192573.00	0.00	0.00	$683,634	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2017	$0	$683,634	0	683,634	$0	$683,634
2016	$0	$298,488	0	298,488	$0	$298,488
2015	$0	$298,488	0	298,488	$0	$298,488
2014	$0	$298,488	0	298,488	$0	$298,488

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1		CONV	CONVERSION	MARTINEZ ALMA MIRELLA	SOUTHERN ORCHARD LP			
2		UNKN	UNKNOWN	SOUTHERN ORCHARD LP	CITY OF WESLACO			

Tax Due

Property Tax Information as of 07/25/2017

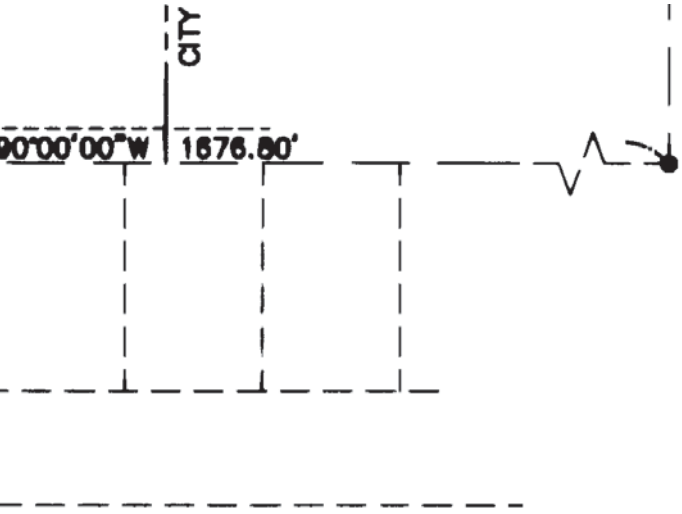
Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466

Website version: 1.2.2.14 Database last updated on: 7/24/2017 11:13 PM © N. Harris Computer Corporation



C. REAR: 25'

2. MINIMUM FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB ELEVATION.
3. NO PERMANENT BUILDINGS SHALL BE BUILT OVER ANY EASEMENT. ANY IMPROVEMENTS EXISTING INSIDE EASEMENTS, IF DESTROYED BY THE EASEMENT OWNER, SHALL BE REPLACED BY THE LOT OWNER AT THEIR SOLE EXPENSE.
4. ALL LOT CORNERS HAVE BEEN SET WITH 1/2" REBAR.
5. LOT OWNERS WILL CONNECT TO CITY SERVICE WHEN THEY BECOME AVAILABLE.
6. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN SWALE EASEMENTS, AND LOT OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALES.
7. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO. 9 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. NO. 9.
8. NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THERE SHALL BE NO OTHER USE, OTHER THAN A SINGLE FAMILY DWELLING UNLESS IT IS SPECIFIED ON THE PLAT THAT A LOT CAN BE USED FOR SOMETHING OTHER THAN RESIDENCE.
9. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
10. RESTRICTIONS OF RECORD VIA SEPARATE DOCUMENT.
11. PARKLAND AS NOTED IS HEREBY DEDICATED TO THE CITY OF WESLACO. VIA THE TERMS AND CONDITIONS OF A SEPARATE DEDICATION AGREEMENT OF RECORD.
12. LOTS FACING MILE 3 WEST (F.M. 1015) WILL BE USED AS COMMERCIAL.
13. SIDEWALKS WILL BE CONSTRUCTED WITH SIDEWALK RAMP.
14. STREET SIGNS, TRAFFIC CONTROL SIGNS, AND STREET LIGHTING IS THE RESPONSIBILITY OF THE DEVELOPER AND MUST BE INSTALLED PRIOR TO ISSUANCE OF A BUILDING PERMIT.

CURVE TABLE

ADIUS	DELTA	TANGENT	CHORD	CH-BEARING
5.00	93°13'31"	15.87	21.80	S24°08'46"W
25.00	9°23'40"	26.70	53.23	N66°03'42"E
5.00	94°00'00"	16.09	21.94	N71°38'08"W
0.00	52°54'12"	44.78	80.18	S51°05'14"E
28.00	20°59'06"	134.83	265.15	S88°01'53"E
5.00	52°35'21"	7.41	13.29	N72°13'45"W
0.00	284°02'07"	39.04	61.54	N07°57'08"W
5.00	51°22'37"	7.22	13.00	N55°43'07"E

PRINCIPAL CONTACTS		
OWNER	ENGINEER	SURVEYOR
SOUTHERN ORCHARD, L.P. VIA ITS MANAGING PARTNER SOUTHERN TRADES MANAGEMENT, LLC RICARDO R. RUBIANO, MANAGER PO BOX 251	FREDDIE E. DIPPEL, JR.	FREDDIE E. DIPPEL, JR.
	3103 BEE CAVE RD. STE. 202 AUSTIN, TX 78746 PH (512) 327-2946	

Restrictions, Conditions and Usage Terms for Park Acreage Dedication

This declaration of covenants and restrictions is made as of _____2003 by Southern Orchard LP, a Texas limited partnership, (hereinafter "Declarant") acting by and through its duly authorized managing partner, Southern Trades Management LLC, a Texas limited liability company, and is as follows:

WHEREAS, Declarant is the owner of all of approximately 14 acres of land proposed for dedication to be used as the site for a city park ("Park Acreage") in the Pecan Grove Subdivision, a subdivision in the City of Weslaco, Hidalgo County, Texas as shown by the plat thereof recorded in Book _____, Page _____ of the Plat Records of Hidalgo County, Texas (the "Subdivision").

NOW, THEREFORE, Declarant states that all of the above mentioned Park Acreage in the Subdivision are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, and uses hereinafter set forth:

Designation of Use

1. The Park Acreage shall only be used for the installation of sports fields, jogging/walking trails, green areas and a swimming pool. No trade, professional, market, retail sales, business or commercial purpose of any kind shall be carried on, within or on any said Lots.

Retention of Easements

2. Easements are reserved as indicated on the recorded plat for utility installation and maintenance. Within these easements, no structures, trees, vines, plants or any other thing shall be placed or permitted to remain which may interfere with the purposes for which the easement is intended, and the easement area of the Park Acreage shall be maintained continuously by the City of Weslaco, except for the improvements for which a public utility or public authority is responsible.

Land Dedication, Lease & Purchase

3. The Owners of the Pecan Grove Subdivision, or their assigns, ("Subdivision Owners") will dedicate the 14-acre park acreage "(Park Acreage") described on the Final Pecan Grove Subdivision Plat ("Subdivision Plat") to the City of Weslaco ("City"). Both Parties shall agree on the value of the Park Acreage based on current use and both Parties also agree that once this dedication is accepted the value of the Park Acreage will diminish significantly based on its limited use and the conditions placed on the dedicated land.

4. The City will indemnify the Subdivision Owners from any and all damages associated with the construction, installation and use of the Park Acreage.

5. The Park Acreage will only be developed and used as specified on the "Pecan Grove Subdivision Plat Park Area" included on the Subdivision Plat.

6. Within 2 months of the land dedication on a Subdivision Plat, the City will begin construction and installation of the park amenities described in the "Pecan Grove Subdivision Plat Park Area" attached to this Agreement. The City may request, in writing, an additional 2-month extension of this requirement. Reasons for the needed extension will be included in the written request.

7. The City will not deviate from the master plan designed by Gomez, Mendez, & Saenz ("Architects") for the Pecan Grove Subdivision without the expressed written permission of the Subdivision Owners or its assigns.

8. The City will not change the use of the Park Acreage or grant any additional easements (above, below or surface) other than those that exist or are created on the Subdivision Plat. However, the City may grant specific UNDERGROUND easements on dedicated acreage for the direct benefit of the park amenities, but no ABOVEGROUND easements will be granted without a condemnation process and after the City has made every effort possible to negotiate the re-routing any future easement requiring condemnation.

9. Should a judicial body, with any jurisdiction over the City, ever rule that the City must transfer ownership of the Park Acreage and/or its amenities as compensation for any reason, the individual lot owners in the Pecan Grove Subdivision will have the right of first refusal to purchase and may elect to create a limited partnership entity to purchase the entire Park Acreage and all of the amenities for two hundred and fifty dollars ($250) per deeded home lot within 120 days of any final ruling and place the Park Acreage and its amenities into a Homeowner's Association for continued use. Any third party benefiting from such a judicial ruling will receive the proceeds of the transfer to the homeowner's association in lieu of the Park Acreage or its amenities.

<u>Use, Maintenance & Upkeep</u>

10. The City will maintain the necessary insurance and indemnification coverage to operate the Park Acreage and will provide copies of such policies to the Subdivision Owners within 10 days upon request.

11. Access to the Park Acreage will only be made available from paved roads and parking lots. Adjoining private property lots will not have access to the Park Acreage directly across property lines. The City will correct any improper or illegal access within 5 days of its notification by any party.

12. Gates or doors will not be installed on park fences creating access from the surrounding private property and residential Lots. Access cutouts of any type will not be made to park fences and no section will be removed from ANY park fences by surrounding property owners for any reason. The City will correct and/or replace any gaps, holes or cutouts in the park fence within 5 days of its notification by any party.

13. Green areas and landscaping will be mowed, trimmed and maintained by the City of Weslaco. All tree-trimmings will be disposed of properly and on a bi-weekly basis.

14. All park installations will be operated for their designed use, i.e., baseball fields will only be used to play baseball and soccer/football fields will only be used to play soccer and football or other compatible organized sports such as field hockey, lacrosse, or other such organized sports normally played on a rectangular field. As examples, but not limiting descriptions, soccer/football fields may not be used for music concerts, flea markets, conventions, carnivals, circuses and/or amusement rides. Fields may not be used for any organized outdoor meetings unless the meetings are directly related to the specific use of each field.

15. Motorized vehicles will not be allowed on ANY unpaved section of the park unless it is for maintenance purposes. Motorized vehicles, including but not limited to motorbikes, three-wheelers, four-wheelers, all-terrain vehicles, and other off-road equipment will NEVER be ridden, placed or parked directly on the walking/jogging trail for any purpose INCLUDING maintenance and upkeep. The City understands the delicate nature of the materials used in constructing the walking/jogging trail and should the city, its employees, agents, contractors or representatives not abide by this restriction at any time the City will take the necessary steps to avoid further violation and repair any damages caused by such action.

16. Should any damage, vandalism, cosmetic or real, to any park installation, structure, walking trail, tree or green area, City of Weslaco will repair and/or replace the damaged amenity or area within 7 days and restore the damaged property or area to its original condition prior to the damage.

17. All playing fields will be irrigated at least bi-weekly and maintained in working condition by the City of Weslaco Parks Department.

18. All structures and buildings will be maintained and painted as needed in order for the property to retain a clean and neat appearance.

19. Walking/jogging trails right-of-ways will be kept free of any flora (grass, vegetation, plant life, plants, weeds, low hanging tree limbs, etc) by the use of weed/grass killer (Round-Up) as well as by trimming tree limbs on a monthly basis.

20. Trash, debris and any other rubbish deposited, abandoned or dumped on park property will be removed and disposed of properly and in a timely manner on a bi-weekly basis.

21. All wastebaskets and centralized trash collection points will be cleaned out twice a week.

22. No alcohol, alcoholic beverages, beer, wine, liquor will be permitted on park property at any time.

23. Park hours will be sunrise to sunset.

24. No individual will be allowed to sleep overnight, camp or establish on Park Acreage.

25. Vehicles will not be allowed to park over night in any parking area without exception. Particularly vehicles belonging to homeowners in the surrounding area will be removed prior to the park closing each evening.

26. Should the City not abide by any of the terms described above, it will be in default.

27. Should the City be in default, the Subdivision Owners may elect to cure the City's default at the sole expense of the City. The City will remit payment for any curative actions taken by the Subdivision Owners within 15 days.

General Provisions

These provisions are hereby declared to be restrictions, conditions, covenants and uses running with the land and shall be fully binding on all persons acquiring title to property in the Park Acreage, whether by descent, device, purchase, or otherwise, and every person, by the acceptance of title to the Park Acreage shall thereby agree to abide by and fully perform the foregoing restrictions, conditions, covenants and uses which be binding until December 6, 2050. On and after December 6, 2050, said restrictions, conditions, covenants and uses shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part, by the a unanimous vote of one hundred percent (100%) of the owners of residential lots in the Pecan Grove Subdivision.

Enforcement

If the City of Weslaco or any person or persons shall violate or attempt to violate any of the above restrictions, conditions, covenants and uses, it shall be lawful for any other person or persons owning any of the residential lots in the Subdivision to prosecute proceedings in law or in equity against the City of Weslaco, person or persons violating or attempting such violation to prevent such a person from so doing, or to recover damage for such violation. No act or omission on the part of any of the beneficiaries of the covenants, conditions, restrictions, and uses herein contained shall every operate as a waiver of the operation or endorsement of any such covenants, conditions, restrictions, and uses.

Severability

Invalidation of any one or part of these conditions, restrictions, covenants, and uses by judgment or court order shall in no way affect any of the others, which shall remain in full force and effect.

Waiver

Notwithstanding anything herein to the contrary, a unanimous vote of 100% of the residential lot owners may waive any provision hereof except the covenants contained in Paragraph one (1), hereof, that the Park Acreage shall be used for recreational purposes only.

EXECUTED this _____ day of January 2003

DECLARANT:

SOUTHERN ORCHARD LP
By its General Partner
Southern Trades Management, Limited Liability Company

_____
Ricardo Rubiano, Manager

THE STATE OF TEXAS

THE COUNTY OF HIDALGO

This instrument was acknowledged before me on _____ 2003, by Ricardo Rubiano, Manager, Southern Trades Management, Limited Liability Company on behalf of Southern Orchard, LP.

_____
Notary Public, Sate of Texas
My commission expires: _____

_____
Notary's Name Printed

SOUTHERN ORCHARD, LP

January 15, 2003

City of Weslaco
Joe V. Sanchez, Mayor
500 South Kansas
Weslaco, Texas 78596

Re: Pecan Grove Subdivision Land Dedication for City Park Use

Dear Mayor Sanchez,

As we have previously discussed, Southern Orchard, Limited Partnership (formerly, Southern Pecan Trails Joint Venture) is the developer in a real estate subdivision in the City of Weslaco on FM 1015. After careful evaluation of the options that would create the most value for both the community and the Pecan Grove subdivision, Southern Orchard, LP intends to dedicate to the City of Weslaco a tract of land for use as a City Park, subject to the approval of various terms and conditions. The land in the proposed dedication would normally be used for residential lots and homes sites, but Southern Orchard feels that using the land, as a city park would serve the community and the project best. The dedication is subject to the acceptance, approval and recording of the Pecan Grove Subdivision Final Plat by your City Commission and Hidalgo County and ratification of a joint Cooperation Agreement between the City of Weslaco and the Southern Orchard, LP.

Our hopes would be that the City of Weslaco enters into a negotiated Cooperation Agreement with us that would serve to preserve the interests and quality of our project and your commitment to public service.

Therefore, the purpose of this letter is to serve as a preliminary understanding between the Southern Orchard Limited Partnership ("Southern Orchard") and the City of Weslaco ("City") regarding the dedication of land for use as a city park.

With the intent to move this process forward, the basic conditions and terms of the Cooperation Agreement will be:

1. The size and shape of the dedication will be clearly established on the Pecan Grove Preliminary Plat. Included with this letter is the preliminary phase I plat and Master Plan of the land to be dedicated.
2. The acreage to be dedicated will be purchased at the expense of Southern Orchard.

PO BOX 251 OLMITO, TEXAS 78575

3. The streets, utilities, improvements and necessary right-of-way access outside and along the boundaries of the dedicated land will be designed and constructed by Southern Orchard at no charge to the City.
4. The subdivision will be voluntarily annexed into the City as each phase is completed and finalized or as otherwise agreed upon by Southern Orchard, at its sole discretion.
5. Southern Orchard will provide water and Sewer extensions at no charge to the dedicated land as required by the park development plan.
6. Southern Orchard will be responsible for the architectural and engineering cost of generating a Master Plan, filing a subdivision plat and creating a master drainage plan for the subdivision, which may be done in various phases.
7. Because of their involvement with this project from its inception, and their on-going work with the Master Plan design, platting process and commercial building design, the City will employ the architectural firm of Gomez, Mendez & Saenz to continue with their design and oversee construction of the City Park and its amenities. The City will develop the dedicated land in accordance with the park design and plans created by Gomez, Mendez, & Saenz and the overall Master Plan engineering done by Sigler, Winston, Greenwood & Associates.
8. Southern Orchard will have joint architectural control of the City Park design and development as well as the right to approve the park designs and plans.
9. Southern Orchard will assist and cooperate with the City as necessary with any grant or funding information required.
10. The City will maintain and operate the City Park in accordance with the Cooperation Agreement (Draft copy attached) and will in good faith uphold the overall quality of the Master plan.
11. The City will indemnify Southern Orchard and its members against any liability from the design, construction and use of the park acreage and its amenities.

These terms are subject to approval by the City of Weslaco Commissioner's Board and the Southern Orchard LP. Time is of the essence with regard to this dedication issue to move the entire subdivision plan forward. Should you have any questions or comments regarding our intent, master plan or overall proposal, please do not hesitate to call me personally at (956) 571-8809.

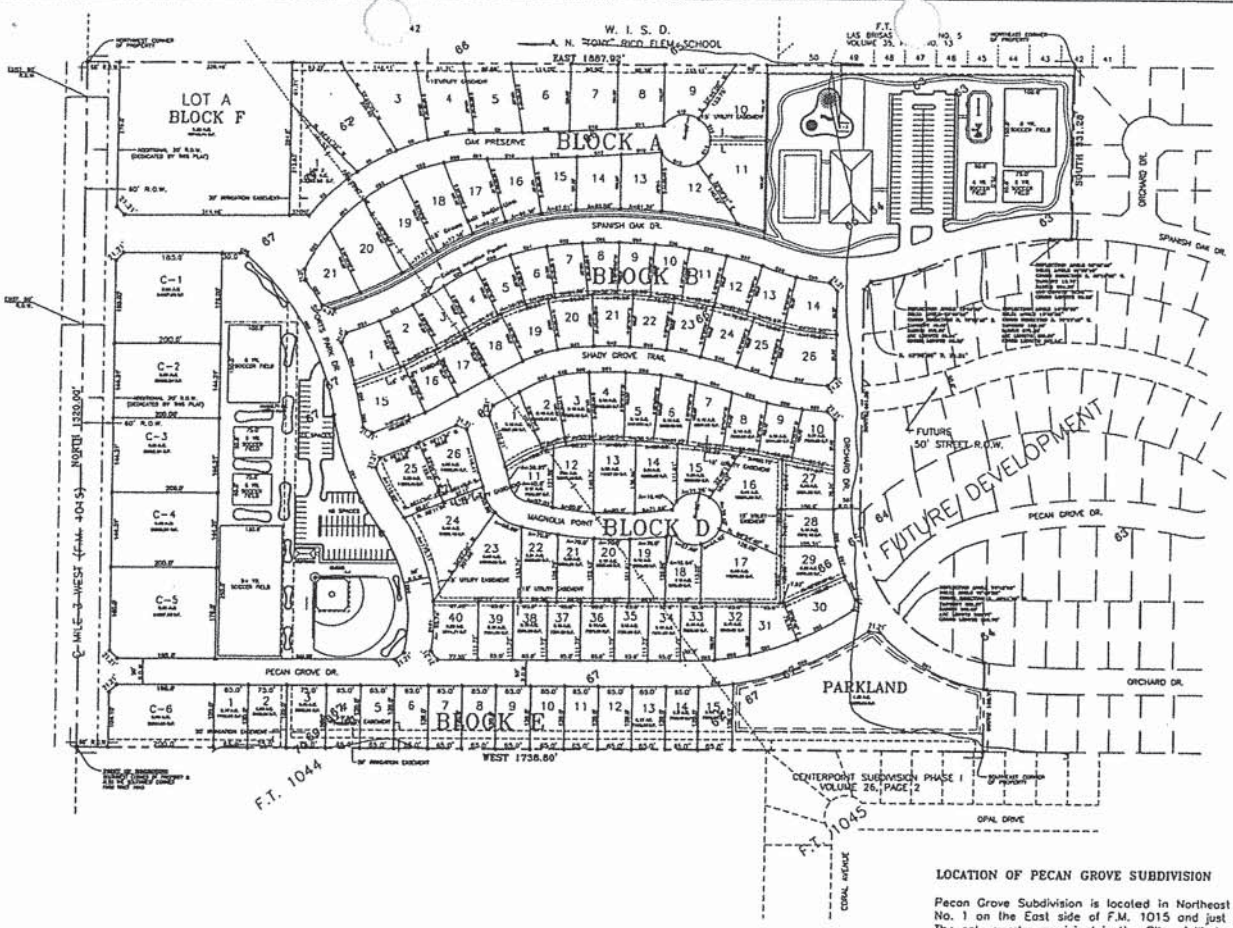
Sincerely yours,
Southern Orchard LP
By its General Partner
Southern Trades Management LLC

Ricardo Rubiano
Manager

Agreed to:
City of Weslaco

_____
Joe V. Sanchez
Mayor

Enclosures (2):
Pecan Grove Subdivision Preliminary Plat
Dedication Agreement



LOCATION OF PECAN GROVE SUBDIVISION

Pecan Grove Subdivision is located in Northeast Hidalgo County Precinct No. 1 on the East side of F.M. 1015 and just North of Mile 8 North. The only nearby municipal is the City of Weslaco according to the official map in the office of the secretary of the City of Weslaco Pecan Grove Subdivision lies inside the city's extraterritorial jurisdiction (ETJ) under local government code 42.021 and is within the city's five mile ETJ under local government code 212.001.

JOHN T. JONES

Attorney at Law

Post Office Box 9 - 13900 FM 150 West
Driftwood, Texas 78619
512-894-3810 Office / 512-632-3337 Cell
John@J1SRanch.com

Delivered by Email to: mrperez@weslacotx.gov

September 6, 2017

Mike R. Perez
City Manager
255 S. Kansas Ave.
Weslaco, Texas 78596

RE: Deed to Parkland Lot C, Pecan Grove Subdivision, Phase I:

Dear Mr. Perez,

As per our recent telephone conversation, J1S Holdings, LP and Southern Trades Management, LLC, as the successors in interest Southern Orchard, LP will convey by a "deed without warranty" all its right, title and interest to the following described property for the sum of $12,450 cash:

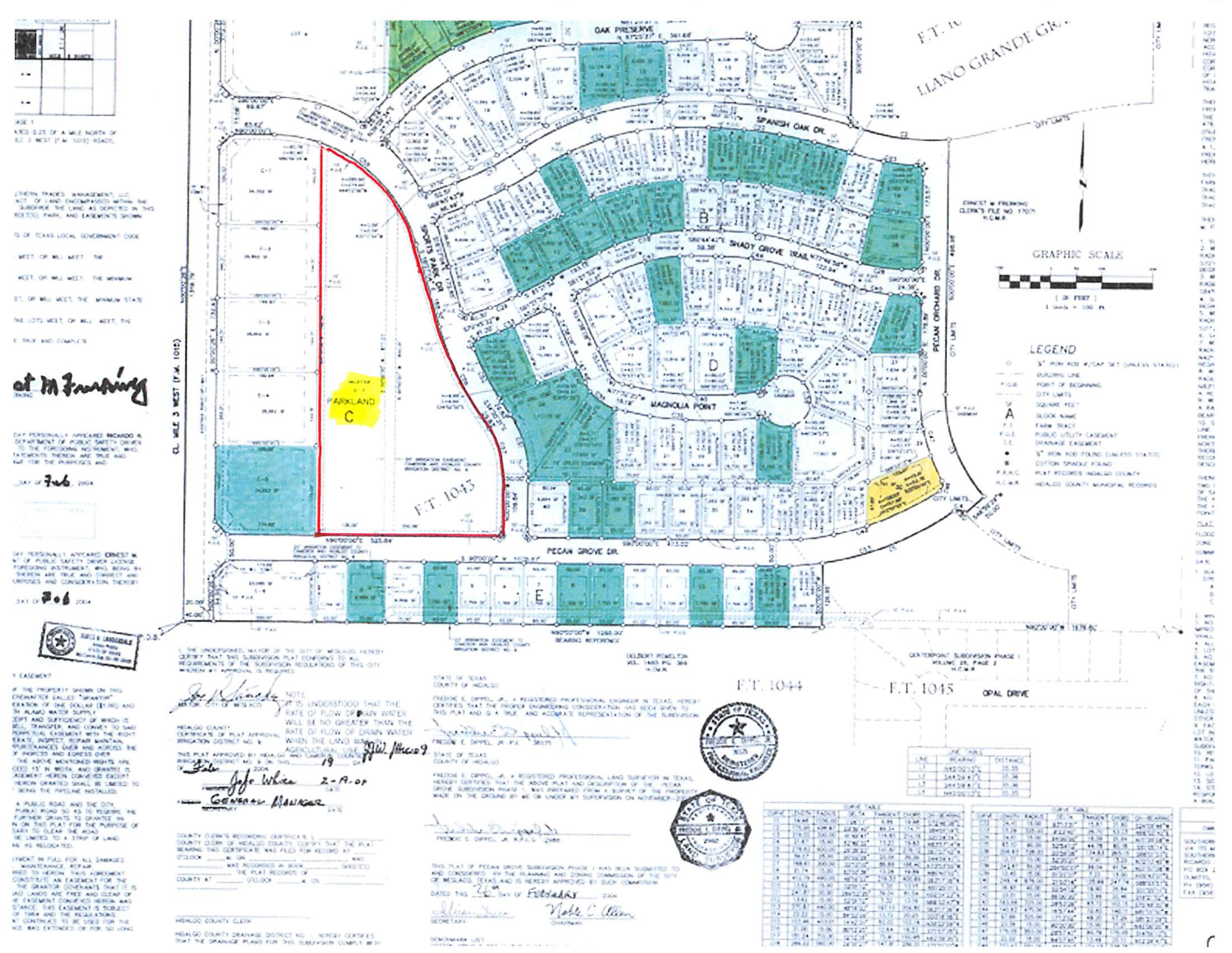
> *PARKLAND, Lot C, in PECAN GROVE SUBDIVISION PHASE 1, a subdivision in the City of Weslaco, Hidalgo County, Texas, according to map recorded in Volume 45, Pages 174 of the Map Records of Hidalgo County, Texas.*

Should the City of Weslaco elect to purchase the above described property, please forward its check payable to John T. Jones, Trustee in the amount of $12,450.00, on or before September 22, 2017.

If you have any questions please call at the above number or my cell phone 512-894-3810.

Sincerely yours,

John T. Jones


OAK PRESERVE
LLANO GRANDE GR
SPANISH OAK DR.
SHADY GROVE TRAIL
SPORTS PARK DR.
PECAN GROVE DR.
MAGNOLIA POINT
OPAL DRIVE
CL. MILE 3 WEST (F.M. 1015)
PARKLAND
C
F.T. 1045
F.T. 1044
B
D
E
CITY LIMITS
GRAPHIC SCALE
LEGEND
OPAL DRIVE

JOHN T. JONES, JR.

Attorney at Law

Post Office Box 9 - 13900 FM 150 West
Driftwood, Texas 78619
512-894-3810 Office / 512-632-3337 Cell
john@j1sranch.com

TRANSMITTED BY EMAIL MRPEREZ@WESLACOTX.GOV

October 12, 2017

Mr. Mike Perez
City Manager
City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

RE: Proposed closing documents for the conveyance of Parkland, Pecan Grove Subdivision City of Weslaco:

Dear Mr. Perez,

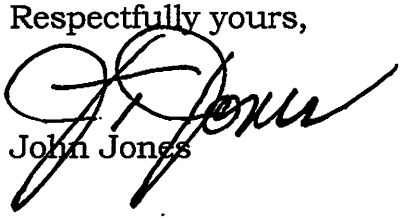
Attached is a draft of the Deed Without Warranty to the Parkland to be conveyed to the City of Weslaco and a Resolution of J1S Holdings, LP and Southern Trades Management, LLC establishing that they are the successors in interest of Southern Orchard, LP, the original developer of Pecan Grove Subdivision.

I will execute the documents on Friday and overnight the same to you so that you will have Monday, October 16th. Based on your prior emails the City Council will approve this transaction on October 17, 2017 and will authorize the City to pay the sum of $12,450 for the Parkland. If approved at the City Council meeting, the City should make its check payable to John T. Jones, Trustee.

The delivery of the deed will be contingent on payment of the $12,450 on or before October 25, 2017.

Please let me know as soon as possible if you have any questions or comments.

Respectfully yours,



John Jones

DEED WITHOUT WARRANTY

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Effective Date: February 16, 2004

Grantor:

Southern Trade Management, LLC, a Texas limited liability company and J1S Holdings, LP, a Delaware limited partnership as the successors in interest, and the only successors in interest, of Southern Orchard, LP, a Texas limited partnership

Grantor's Mailing Address: Post Office Box 9
Driftwood, Hays County, Texas 78619

Grantee: City of Weslaco

Grantee's Mailing Address: 255 S. Kansas Ave.
Weslaco, Texas 78596

Consideration:

Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid to the Grantor by the Grantee, the receipt and sufficiency of which is hereby acknowledged and for which no lien, express or implied, is retain.

Property (including any improvements):

PARKLAND, Lot C, in PECAN GROVE SUBDIVISION PHASE 1, a subdivision in the City of Weslaco, Hidalgo County, Texas, according to map recorded in Volume 45, Pages 174 of the Map Records of Hidalgo County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance:

All matters of record in the office of the County Clerk of Hidalgo County, Texas, affecting the Property to the extent and only to the extent that the same are still in effect, including, but not limited to easements, rights-of-way, restrictions, reservations, covenants, conditions, mineral severances, and other instruments and conveyances, that affect the property; Rights of adjoining owners situated on a common boundary with the above described subdivision, as well as, any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or

DRAFT

overlapping of improvements; the Grantee hereby assumes payment of all unpaid ad valorem taxes for the year of 2004, if any, and subsequent years.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

This conveyance is intended to include any property interests obtained by after-acquired title.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

J1S HOLDINGS, LP, a Delaware limited partnership
By its general partner, J1S Management, LLC, a Texas limited liability company:

_____
John T. Jones, its president

Southern Trades Management, LLC, a Texas limited liability company:

_____
John T. Jones, its President

DRAFT

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on October ___, 2017 by John T. Jones, President of Southern Trades Management, LLC, a Texas limited liability company on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on October ___, 2017 by John T. Jones, President of J1S Management, LLC, a Texas limited liability company that is the general partner of J1S Holdings, LP, a Delaware limited partnership, on behalf of said limited partnership.

_____
Notary Public in and for the State of Texas

After Recording Return to:

Mike Perez
City Manager
City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

DRAFT

CERTIFICATE OF RESOLUTION
OF
SOUTHERN TRADES MANAGEMENT, LLC
AND
J1S MANAGEMENT, LLC
AND ON BEHALF OF J1S HOLDINGS, LP

Effective Date: October 12, 2017

J1S MANAGEMENT: J1S Management, L.L.C., a Texas limited liability company (Filing Number 800145781)

Managers of J1S Management:

John T. Jones, Sidney M. Jones, John Taylor Jones and Stephanie Shropshire

Officers of J1S Management:

President: John T. Jones

Secretary: Sidney M. Jones

Date of Meeting of Managers: October 12, 2017

SOUTHERN TRADES MANAGEMENT, LLC: Southern Trades Management, L.L.C., a Texas limited liability company (Filing Number 800149011)

Managers of J1S Management:

John T. Jones, Sidney M. Jones, John Taylor Jones and Stephanie Shropshire

Officers of J1S Management:

President: John T. Jones

Secretary: Sidney M. Jones

Date of Meeting of Managers: October 12, 2017

DRAFT

I, Sidney M. Jones am the Secretary of J1S Management, LLC and Southern Trades Management, LLC and as Secretary of J1S Management, LLC and Southern Trades Management, LLC I certify the following facts:

1. J1S Management, LLC is organized and operating under the laws of Texas, is qualified to do business here, and is in good standing. Its charter was filed under Filing Number 800145781.

2. No proceedings for forfeiture of the certificate of formation or for voluntary or involuntary dissolution of the J1S Management, LLC are pending.

3. Neither the articles of organization, nor regulations of J1S Management, LLC limit the power of the Managers to pass the resolution below.

4. The Secretary, of J1S Management, LLC is the persons authorized to make and sign this resolution.

5. J1S Management, LLC is the general partner of J1S Holdings, LP, a Delaware limited partnership. J1S Holdings, LP is organized and operating under the laws of the State of Delaware. Its charter was filed under Filing Number 36056-31.

6. No proceedings for forfeiture of the certificate of limited partnership or for voluntary or involuntary dissolution of the J1S Holdings, LP are pending.

7. The Secretary keeps the records and minutes of the proceedings of the Managers of the J1S Management, LLC, and the Statement of Facts and the Resolution below are an accurate reproduction of the ones made in those proceedings; and the same has not been altered, amended, rescinded, or repealed, and it is now in effect.

8. Southern Trades Management, LLC is organized and operating under the laws of Texas, is qualified to do business here, and is in good standing. Its charter was filed under Filing Number 800149011.

9. No proceedings for forfeiture of the certificate of formation or for voluntary or involuntary dissolution of the Southern Trades Management, LLC are pending.

10. Neither the articles of organization, nor regulations of Southern Trades Management, LLC limit the power of the Managers to pass the resolution below.

DRAFT

11. The President and the Secretary, of Southern Trades Management, LLC are the persons authorized to make and sign this resolution.

12. The Secretary keeps the records and minutes of the proceedings of the Managers of the J1S Management, LLC, and Southern Trades Management, LLC and the resolution below is an accurate reproduction of the one made in those proceedings; it has not been altered, amended, rescinded, or repealed, and it is now in effect.

13. The resolution below was legally adopted by unanimous written consent of all the Managers of J1S Management, LLC and Southern Trades Management, LLC on the date of meeting of the Managers, and the unanimous consent and that the same conforms to the Regulations of both J1S Management, LLC and Southern Trades Management, LLC.

9. This resolution has been adopted by the Managers of J1S Management, LLC and acting as the general partner of J1S Holdings, LP and the Managers of Southern Trades Management, LLC:

STATEMENT OF FACTS: J1S Holdings, LP and Southern Trades Management, LLC are the successors in interest of Southern Orchard, LP, a Texas limited partnership. Southern Orchard, LP was dissolved by its filing a certificate of dissolution with the office of the Secretary of State of Texas. J1S Holdings, LP and Southern Trades Management, LLC were at the time of dissolution the only partners both general and limited of Southern Orchard, LP. All right title and interest to any all rights, assets, etc. vested in J1S Holdings, LP and Southern Trades Management, LLC at the date of dissolution. Neither, J1S Holdings, LP nor Southern Trades, LLC have assigned, transferred or otherwise disposed of any of said rights, and/or interest and such rights, assets, etc., if any, are still vested in J1S Holdings, LP and Southern Trades Management, LLC.

> *BE IT RESOLVED*, that John Jones, as President of J1S Management, LLC, the general partner of J1S Holdings, LP and as President of Southern Trades Management, LLC is hereby authorized on behalf of J1S Holding, LP and Southern Trades Management, LLC to convey to the City of Weslaco by a deed without warranty all of the right, title, and interest of J1S Holding, LP and Southern Trades Management, LLC in and to the following described property,

DRAFT

to-wit:

PARKLAND, Lot C, in PECAN GROVE SUBDIVISION PHASE 1, a subdivision in the City of Weslaco, Hidalgo County, Texas, according to map recorded in Volume 45, Pages 174 of the Map Records of Hidalgo County, Texas.

BE IT FURTHER RESOLVED, that the President is authorized to execute, acknowledge and deliver to the City of Weslaco a deed without warranty in form and substance satisfactory to the President conveying said real property on such terms and conditions as in his sole judgment he deems best. The President also is authorized to execute, acknowledge and deliver any and all such other documents as in his sole opinion are necessary to close this transaction. The City of Weslaco authorized and instructed to make its payment to John Jones, Trustee.

J1S Management, L.L.C., a Texas limited liability company and Southern Trades Management, LLC:

_____
Sidney M. Jones, Secretary

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on October ___, 2017 by Sidney M. Jones, Secretary of J1S Management, LLC, a Texas limited liability company and as the act and deed of said limited liability company and on behalf of J1S Ranch, Ltd, a Texas limited partnership and as Secretary of Southern Trades Management, LLC and on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

After Recording Return to:

John T. Jones

DRAFT

Post Office Box 9
Driftwood, Texas 78619

DRAFT

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1229	
From:		
Subject: Discussion and consideration to approve the FY 2017-2018 Proposed Street Improvement Project and authorize the Mayor to execute any related documents. Possible action. (There was no action on this item September 19, 2017; Staffed by Public Works.)		
Background:		
Funding Source (budget code, if applicable)**:**		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
Aida Vega Pete Garcia Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: FY 2017-2018 Proposed Street Improvement Projects		
Responsibilities upon Approval:		

CITY OF WESLACO
PUBLIC WORKS DEPARTMENT
FY 2017/2018 PROPOSED STREET IMPROVEMENT PROJECTS LISTING

Estimated Re-Construction/Overlay Cost

	Street	From	To	Type of Repair	Miles	Sq. Ft.	Hot Mix (Tons)	Cost $51.40	Caliche (Tons)	Cost $12.20	MC30 Oil (Gal)	Cost $5.25	Total Cost	Completed	Date of Completion
1	**Adams St. (Sugarcane Apartments)**	Bridge Ave.	Eisenhower	Reconstruction	0.19	18,000	375	$ 24,112.50	337	$ 3,875.50	700	$ 4,200.00	**$ 32,188.00**		
2	**Sugarcane Dr. (Section A)**	Vo-Tech	West side of IDEA School	Overlay	0.19	38,000	528	$ 27,139.20	0	$ 6,502.60	700	$ 3,675.00	**$ 37,316.80**		
3	**Sugarcane Dr. (Section B)**	IDEA School	FM 1015	Reconstruction	0.31	62,700	871	$ 44,769.40	880	$ 10,736.00	1155	$ 6,063.75	**$ 61,569.15**		
4	**Agostadero St.**	Kansas Ave.	Illinois Ave.	Reconstruction	0.05	8,540	119	$ 6,116.60	240	$ 2,928.00	214	$ 1,123.50	**$ 10,168.10**		
5	**8th St.**	East of Airport	to East High School	Reconstruction	0.06	12,160	253	$ 13,004.20	341	$ 4,160.20	300	$ 1,575.00	**$ 18,739.40**		
6	**Woodland Dr.**	Westgate Dr.	Spicewood Dr.	Overlay	0.05	16,500	275	$ 11,770.00	0	$ -	193	$ 1,013.25	**$ 12,783.25**		
7	**Woodland Dr.**	Spicewood Dr.	Edgewood Dr.	Overlay	0.40	79,800	1108	$ 56,951.20	0	$ -	1470	$ 7,717.50	**$ 64,668.70**		
8	**Spicewood Dr.**	Woodland Dr.	Wildwood Dr.	Overlay	0.16	32,870	457	$ 23,489.80	0	$ -	606	$ 3,181.50	**$ 26,671.30**		
9	**Wildwood Dr.**	Westgate Dr.	E. Wildwood	Overlay	0.54	109,060	1515	$ 77,871.00	0	$ -	2009	$ 10,547.25	**$ 88,418.25**		
10	**Tanglewood Dr.**	Spicewood Dr.	Woodland Dr.	Overlay	0.11	22,800	317	$ 16,293.80	0	$ -	420	$ 2,205.00	**$ 18,498.80**		
11	**Meadow Wood Dr.**	Spicewood Dr.	Woodland Dr.	Overlay	0.11	16,800	233	$ 11,976.20	0	$ -	420	$ 2,205.00	**$ 14,181.20**		
12	**Edgewood Dr.**	E. Wildwood	W. Wildwood Dr.	Overlay	0.10	15,400	214	$ 10,999.60	0	$ -	385	$ 2,021.25	**$ 13,020.85**		
13	**Meadow Wood Dr.**	Woodland Dr.	Tanglewood	Overlay	0.16	22,788	317	$ 16,293.80	0	$ -	591	$ 3,102.75	**$ 19,396.55**		
14	**Tanglewood Dr.**	Woodland Dr.	Tanglewood	Overlay	0.16	22,788	317	$ 16,293.80	0	$ -	591	$ 3,102.75	**$ 19,396.55**		
15	**2nd St.**	Padre Ave.	Bridge Ave.	Overlay	0.31	46,200	642	$ 32,998.80	0	$ -	1155	$ 6,063.75	**$ 39,062.55**		
16	**Border Ave.**	Paisano	Valley Trace	Overlay	0.32	64,980	903	$ 46,414.20	0	$ -	1197	$ 6,284.25	**$ 52,698.45**		
17	**2nd St.**	Airport Dr.	Padre Ave.	Overlay	0.18	36,100	501	$ 25,751.40	0	$ -	665	$ 3,491.25	**$ 29,242.65**		
18	**Iowa Ave.**	8th	City Cemetery	Overlay	0.12	17,640	245	$ 12,593.00	0	$ -	441	$ 2,315.25	**$ 14,908.25**		
				TOTALS:	3.52	643,126	9190	$ 474,838.50	1798	$ 28,202.30	13212	$ 69,888.00	**$ 572,928.80**		

Schedule is subject to change and weather permitting

GRAND TOTAL: $ 572,928.80

Estimated Re-Construction Overlay Cost
SUGARCANE DR.: FM 1015 - VO-TECH DR.

		Quantity	Unit	Unit Cost	Cost
	INHOUSE (COST) STREET IMPROVEMENTS				
1	HOT MIX	528	TN	$ 51.40	$ 27,139.20
2	CALICHE	0	TN	$ 12.20	$ -
3	OIL	700	GL	$ 5.25	$ 3,675.00
				Sub-Total =	$ 30,814.20
				TOTAL	**$ 30,814.20**

OVERLAY: VO-TECH - WEST SIDE OF IDEA SCHOOL

SECTION A:	38000
Length	1000
Width	38
Miles:	0.19

		Quantity	Unit	Unit Cost	Cost
	INHOUSE (COST) STREET IMPROVEMENTS				
1	HOT MIX	871	TN	$ 51.40	$ 44,769.40
2	CALICHE	880	TN	$ 12.20	$ 10,730.20
3	OIL	1,155	GL	$ 5.25	$ 6,063.75
				Sub-Total =	$ 61,563.35
				TOTAL	**$ 61,563.35**

RECONSTRUCTION: IDEA SCHOOL - FM 1015

SECTION B:	62700
Length	1650
Width	38
Miles:	0.31

GRAND TOTAL	**$ 92,377.55**

This statement was prepared utilizing standard cost and/or quantity estimate practices. It is understood and agreed that this is a statement of probable construction cost only.

Note: Statement of probable construction cost does not include allocations for mainlane lighting (poles, luminaires, conductors, etc.),irrigation, hardscape or escalation of unit prices.

Estimated Re-Construction Overlay Cost
JOE STEPHENS AVE.: SUGARCANE - VO-TECH DR.

		Quantity	Unit	Unit Cost	Cost
	INHOUSE (COST) STREET IMPROVEMENTS				
1	HOT MIX	2,447	TN	$ 51.40	$ 125,775.80
2	CALICHE	0	TN	$ 12.20	$ -
3	OIL	3,246	GL	$ 5.25	$ 17,041.50
				Sub-Total =	$ 142,817.30
				TOTAL	**$ 142,817.30**

OVERLAY

SECTION A:	176206
Length	4637
Width	38
Miles:	0.88

GRAND TOTAL	**$ 142,817.30**

This statement was prepared utilizing standard cost and/or quantity estimate practices. It is understood and agreed that this is a statement of probable construction cost only.

Note: Statement of probable construction cost does not include allocations for mainlane lighting (poles, luminaires, conductors, etc.),irrigation, hardscape or escalation of unit prices.

Estimated Re-Construction Overlay Cost
VO-TECH: SUGARCANE - PIKE BLVD.

		Quantity	Unit	Unit Cost	Cost
	INHOUSE (COST) STREET IMPROVEMENTS				
1	HOT MIX	2,744	TN	$ 51.40	$ 141,041.60
2	CALICHE	500	TN	$ 12.20	$ 6,100.00
3	OIL	3,640	GL	$ 5.25	$ 19,110.00
				Sub-Total =	$ 166,251.60
				TOTAL	**$ 166,251.60**

RECONSTRUCTION

SECTION A:	197600
Length	5200
Width	38
Miles:	0.98

GRAND TOTAL	**$ 166,251.60**

This statement was prepared utilizing standard cost and/or quantity estimate practices. It is understood and agreed that this is a statement of probable construction cost only.

Note: Statement of probable construction cost does not include allocations for mainlane lighting (poles, luminaires, conductors, etc.),irrigation, hardscape or escalation of unit prices.

Estimated Re-Construction Overlay Cost

AGOSTADERO: KANSAS - ILLINOIS AVE.

		Quantity	Unit	Unit Cost	Cost
	INHOUSE (COST) STREET IMPROVEMENTS				
1	HOT MIX	119	TN	$ 51.40	$ 6,116.60
2	CALICHE	240	TN	$ 12.20	$ 2,928.00
3	OIL	214	GL	$ 5.25	$ 1,123.50
				Sub-Total =	$ 10,168.10
				TOTAL	**$ 10,168.10**

RECONSTRUCTION

SECTION A:	8540
Length	305
Width	28
Miles:	0.06

GRAND TOTAL	**$ 10,168.10**

This statement was prepared utilizing standard cost and/or quantity estimate practices. It is understood and agreed that this is a statement of probable construction cost only.

Note: Statement of probable construction cost does not include allocations for mainlane lighting (poles, luminaires, conductors, etc.),irrigation, hardscape or escalation of unit prices.

Estimated Re-Construction Overlay Cost

WOODLAND: WESTGATE - SPICEWOOD / SPICEWOOD - EDGEWOOD

		Quantity	Unit	Unit Cost	Cost
	INHOUSE (COST) STREET IMPROVEMENTS				
1	HOT MIX	229	TN	$ 51.40	$ 11,770.00
2	CALICHE	0	TN	$ 12.20	$ -
3	OIL	193	GL	$ 5.25	$ 1,013.25
				Sub-Total =	$ 12,783.25
				TOTAL	**$ 12,783.25**

OVERLAY

SECTION A:	16500
Length	275
Width	60
Miles:	0.05

		Quantity	Unit	Unit Cost	Cost
	INHOUSE (COST) STREET IMPROVEMENTS				
1	HOT MIX	1,108	TN	$ 51.40	$ 56,951.20
2	CALICHE	0	TN	$ 12.20	$ -
3	OIL	1,470	GL	$ 5.25	$ 7,717.50
				Sub-Total =	$ 64,668.70
				TOTAL	**$ 64,668.70**

OVERLAY

SECTION B:	79800
Length	2100
Width	38
Miles:	0.40

GRAND TOTAL	**$ 77,451.95**

This statement was prepared utilizing standard cost and/or quantity estimate practices. It is understood and agreed that this is a statement of probable construction cost only.

Note: Statement of probable construction cost does not include allocations for mainlane lighting (poles, luminaires, conductors, etc.),irrigation, hardscape or escalation of unit prices.

Estimated Re-Construction Overlay Cost

SPICEWOOD: WOODLAND - WILDWOOD DR.

		Quantity	Unit	Unit Cost	Cost
	INHOUSE (COST) STREET IMPROVEMENTS				
1	HOT MIX	457	TN	$ 51.40	$ 23,489.80
2	CALICHE	0	TN	$ 12.20	$ -
3	OIL	606	GL	$ 5.25	$ 3,181.50
				Sub-Total =	$ 26,671.30
				TOTAL	**$ 26,671.30**

OVERLAY

SECTION A:	32870
Length	865
Width	38
Miles:	0.16

GRAND TOTAL	**$ 26,671.30**

This statement was prepared utilizing standard cost and/or quantity estimate practices. It is understood and agreed that this is a statement of probable construction cost only.

Note: Statement of probable construction cost does not include allocations for mainlane lighting (poles, luminaires, conductors, etc.),irrigation, hardscape or escalation of unit prices.

Estimated Re-Construction Overlay Cost
WILDWOOD: WESTGATE - E. EDGEWOOD

		Quantity	Unit	Unit Cost	Cost
	INHOUSE (COST) STREET IMPROVEMENTS				
1	HOT MIX	1,515	TN	$ 51.40	$ 77,871.00
2	CALICHE	0	TN	$ 12.25	$ -
3	OIL	2,009	GL	$ 5.25	$ 10,547.25
				Sub-Total =	$ 88,418.25
				TOTAL	**$ 88,418.25**

OVERLAY

SECTION A:	109060
Length	2870
Width	38
Miles:	0.54

GRAND TOTAL	**$ 88,418.25**

This statement was prepared utilizing standard cost and/or quantity estimate practices. It is understood and agreed that this is a statement of probable construction cost only.

Note: Statement of probable construction cost does not include allocations for mainlane lighting (poles, luminaires, conductors, etc.),irrigation, hardscape or escalation of unit prices.

Estimated Re-Construction Overlay Cost
TANGLEWOOD: SPICEWOOD - WOODLAND

		Quantity	Unit	Unit Cost	Cost
	INHOUSE (COST) STREET IMPROVEMENTS				
1	HOT MIX	317	TN	$ 51.40	$ 16,293.80
2	CALICHE	0	TN	$ 12.20	$ -
3	OIL	420	GL	$ 5.25	$ 2,205.00
				Sub-Total =	$ 18,498.80
				TOTAL	**$ 18,498.80**

OVERLAY

SECTION A:	22800
Length	600
Width	38
Miles:	0.11

GRAND TOTAL	**$ 18,498.80**

This statement was prepared utilizing standard cost and/or quantity estimate practices. It is understood and agreed that this is a statement of probable construction cost only.

Note: Statement of probable construction cost does not include allocations for mainlane lighting (poles, luminaires, conductors, etc.),irrigation, hardscape or escalation of unit prices.

Estimated Re-Construction Overlay Cost
MEADOWWOOD: SPICEWOOD - WOODLAND

		Quantity	Unit	Unit Cost	Cost
	INHOUSE (COST) STREET IMPROVEMENTS				
1	HOT MIX	233	TN	$ 51.40	$ 11,976.20
2	CALICHE	0	TN	$ 12.20	$ -
3	OIL	420	GL	$ 5.25	$ 2,205.00
				Sub-Total =	$ 14,181.20
				TOTAL	**$ 14,181.20**

OVERLAY

SECTION A:	16800
Length	600
Width	28
Miles:	0.11

GRAND TOTAL	**$ 14,181.20**

This statement was prepared utilizing standard cost and/or quantity estimate practices. It is understood and agreed that this is a statement of probable construction cost only.

Note: Statement of probable construction cost does not include allocations for mainlane lighting (poles, luminaires, conductors, etc.),irrigation, hardscape or escalation of unit prices.

Estimated Re-Construction Overlay Cost
EDGEWOOD: WILDWOOD

		Quantity	Unit	Unit Cost	Cost
	INHOUSE (COST) STREET IMPROVEMENTS				
1	HOT MIX	214	TN	$ 51.40	$ 10,999.60
2	CALICHE	0	TN	$ 12.20	$ -
3	OIL	385	GL	$ 5.25	$ 2,021.25
				Sub-Total =	$ 13,020.85
				TOTAL	**$ 13,020.85**

OVERLAY

SECTION A:	15400
Length	550
Width	28
Miles:	0.10

GRAND TOTAL	**$ 13,020.85**

This statement was prepared utilizing standard cost and/or quantity estimate practices. It is understood and agreed that this is a statement of probable construction cost only.

Note: Statement of probable construction cost does not include allocations for mainlane lighting (poles, luminaires, conductors, etc.),irrigation, hardscape or escalation of unit prices.

Estimated Re-Construction Overlay Cost
MEADOWWOOD (SECTION 2)

		Quantity	Unit	Unit Cost	Cost
	INHOUSE (COST) STREET IMPROVEMENTS				
1	HOT MIX	317	TN	$ 51.40	$ 16,293.80
2	CALICHE	0	TN	$ 12.20	$ -
3	OIL	591	GL	$ 5.25	$ 3,102.75
				Sub-Total =	$ 19,396.55
				TOTAL	**$ 19,396.55**

OVERLAY

SECTION A:	22788
Length	844
Width	27
Miles:	0.16

GRAND TOTAL	**$ 19,396.55**

This statement was prepared utilizing standard cost and/or quantity estimate practices. It is understood and agreed that this is a statement of probable construction cost only.

Note: Statement of probable construction cost does not include allocations for mainlane lighting (poles, luminaires, conductors, etc.),irrigation, hardscape or escalation of unit prices.

Estimated Re-Construction Overlay Cost
TANGLEWOOD (SECTION 2)

		Quantity	Unit	Unit Cost	Cost
	INHOUSE (COST) STREET IMPROVEMENTS				
1	HOT MIX	317	TN	$ 51.40	$ 16,293.80
2	CALICHE	0	TN	$ 12.20	$ -
3	OIL	591	GL	$ 5.25	$ 3,102.75
				Sub-Total =	$ 19,396.55
				TOTAL	**$ 19,396.55**

OVERLAY

SECTION A:	22788
Length	844
Width	27
Miles:	0.16

GRAND TOTAL	**$ 19,396.55**

This statement was prepared utilizing standard cost and/or quantity estimate practices. It is understood and agreed that this is a statement of probable construction cost only.

Note: Statement of probable construction cost does not include allocations for mainlane lighting (poles, luminaires, conductors, etc.),irrigation, hardscape or escalation of unit prices.

Estimated Re-Construction Overlay Cost

2ND ST.: AIRPORT DR. - PADRE AVE. / PADRE AVE. - BRIDGE AVE.

		Quantity	Unit	Unit Cost	Cost
	INHOUSE (COST) STREET IMPROVEMENTS				
1	HOT MIX	501	TN	$ 51.40	$ 25,751.40
2	CALICHE	0	TN	$ 12.20	$ -
3	OIL	665	GL	$ 5.25	$ 3,491.25
				Sub-Total =	$ 29,242.65
				TOTAL	**$ 29,242.65**

OVERLAY

SECTION A:	36100
Length	950
Width	38
Miles:	0.18

		Quantity	Unit	Unit Cost	Cost
	INHOUSE (COST) STREET IMPROVEMENTS				
1	HOT MIX	642	TN	$ 51.40	$ 32,998.80
2	CALICHE	0	TN	$ 12.20	$ -
3	OIL	1,155	GL	$ 5.25	$ 6,063.75
				Sub-Total =	$ 39,062.55
				TOTAL	**$ 39,062.55**

OVERLAY

SECTION B:	46200
Length	1650
Width	28
Miles:	0.31

GRAND TOTAL	**$ 68,305.20**

This statement was prepared utilizing standard cost and/or quantity estimate practices. It is understood and agreed that this is a statement of probable construction cost only.

Note: Statement of probable construction cost does not include allocations for mainlane lighting (poles, luminaires, conductors, etc.),irrigation, hardscape or escalation of unit prices.

Estimated Re-Construction Overlay Cost
BORDER AVE.: PAISANO - VALLEY TRACE

		Quantity	Unit	Unit Cost	Cost
	INHOUSE (COST) STREET IMPROVEMENTS				
1	HOT MIX	903	TN	$ 51.40	$ 46,414.20
2	CALICHE	0	TN	$ 11.50	$ -
3	OIL	1,197	GL	$ 5.25	$ 6,284.25
				Sub-Total =	$ 52,698.45
				TOTAL	**$ 52,698.45**

SECTION A:	64980
Length	1710
Width	38
Miles:	0.32

GRAND TOTAL	**$ 52,698.45**

This statement was prepared utilizing standard cost and/or quantity estimate practices. It is understood and agreed that this is a statement of probable construction cost only.

Note: Statement of probable construction cost does not include allocations for mainlane lighting (poles, luminaires, conductors, etc.),irrigation, hardscape or escalation of unit prices.

Estimated Re-Construction Overlay Cost
IOWA AVE.: 8TH - CITY CEMETERY

		Quantity	Unit	Unit Cost	Cost
	INHOUSE (COST) STREET IMPROVEMENTS				
1	HOT MIX	245	TN	$ 51.40	$ 12,593.00
2	CALICHE	0	TN	$ 11.50	$ -
3	OIL	441	GL	$ 5.25	$ 2,315.25
				Sub-Total =	$ 14,908.25
				TOTAL	**$ 14,908.25**

SECTION A:	17640
Length	630
Width	28
Miles:	0.12

GRAND TOTAL	**$ 14,908.25**

This statement was prepared utilizing standard cost and/or quantity estimate practices. It is understood and agreed that this is a statement of probable construction cost only.

Note: Statement of probable construction cost does not include allocations for mainlane lighting (poles, luminaires, conductors, etc.),irrigation, hardscape or escalation of unit prices.

Estimated Re-Construction Cost
ALLEY @ SUGARCANE DR. (APTS)

		Quantity	Unit	Unit Cost	Cost
	INHOUSE (COST) STREET IMPROVEMENTS				
1	HOT MIX	375	TN	$ 64.30	$ 24,112.50
2	CALICHE	337	TN	$ 11.50	$ 3,875.50
3	OIL	700	GL	$ 6.00	$ 4,200.00
				Sub-Total =	$ 32,188.00
				TOTAL	**$ 32,188.00**

SECTION A:	18000
Length	1000
Width	18
Miles:	0.19

	STORM DRAIN IMPROVEMENTS				
1	CEMENT (3000)	80	TN	$ 100.00	$ 8,000.00
2	REBAR (1/2)	150	TN	$ 4.80	$ 720.00
3	PIPE	777	GL	$ 10.00	$ 7,770.00
4	STORM DRAIN BOXES	2		$ 400.00	$ 800.00
				Sub-Total =	$ 17,290.00
				TOTAL	**$ 17,290.00**

GRAND TOTAL	**$ 49,478.00**

This statement was prepared utilizing standard cost and/or quantity estimate practices. It is understood and agreed that this is a statement of probable construction cost only.

Note: Statement of probable construction cost does not include allocations for mainlane lighting (poles, luminaires, conductors, etc.),irrigation, hardscape or escalation of unit prices.

Estimated Re-Construction/Overlay Cost
CHAPARRAL DR.

		Quantity	Unit	Unit Cost	
	INHOUSE (COST) STREET IMPROVEMENTS				
1	HOT MIX	285	TN	$ 51.40	
2	CALICHE	0	TN	$ 11.50	
3	OIL	378	GL	$ 5.25	
				Sub-Total =	
				TOTAL	

SECTION A:	20520
Length	540
Width	38
Miles:	0.10

GRAND TOTAL

This statement was prepared utilizing standard cost and/or quantity estimate practices. It is unde
that this is a statement of probable construction cost only.

Note: Statement of probable construction cost does not include allocations for mainlane lighting (
conductors, etc.),irrigation, hardscape or escalation of unit prices.

Cost
$ 14,649.00
$ -
$ 1,984.50
$ 16,633.50
$ 16,633.50

$ 16,633.50

erstood and agreed

(poles, luminaires,

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1294
From: Mardoqueo Hinojosa	
Subject: Discussion and consideration after public hearing on behalf of Salomon A. Pena to obtain a Wine and Beer Retailers Off-Premise Permit at 525 N. Cantu also being Lot 7, Block 5, Villa Vista #2, Weslaco, Hidalgo County, Texas. Possible action. (Staffed by Planning and Code Enforcement.)	
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Wine and Beer Off-Premise Permit. Twenty-nine (29) property owners within 200 feet of the applicant's property were notified by letter on September 22, 2017. City Commission approved this property for previous Applicant on October 21, 2014	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted: Mayor's Signature Public Hearing	
If item previously considered, provide date and action by Commission:	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on September 18, 2017.	
Advisory Review, if any (name of board/committee, date of action, recommendation)**:** Planning & Zoning recommended approval on October 4, 2017	
Rebekah De La Fuente Mardoqueo Hinojosa Mike Perez	Created/Initiated Approved Final Approval
City Manager Comments: Approve.	
Staff Recommendation: Staff recommends approval	
Attachments, if any: Conditional Use Application, Exhibit	
Responsibilities upon Approval: Staff will advise applicant	

RECEIVED
Sep 2017
Per

APPLICATION FOR CONDITIONAL USE PERMIT

The Planning & Zoning Commission meets every 1st Wednesday of each month at 5:30 pm.

The City Commission meets every 1st and 3rd Tuesday of each month at 5:30 pm

FILE NO. CUP17-00008

PROPOSED PROJECT

Legal Description of Property for which Conditional Use Permit is requested:

Lot 7 Block 5

Subdivision Name Villa Vista #2

Street Address 525 N. Cantu. Weslaco, Texas 78596

Existing Zoning Neighborhood Business Existing Land Use B-1

Purpose for the Conditional Use Permit Request Convenience Store. Beer

What, if anything, is planned to minimize the impact on the surrounding land uses: Non e

_____ $300.00 non-refundable filing fee.
_____ Detailed dimensioned site plan/map must be submitted with this request.
_____ Survey and metes and bounds if the legal description is a portion of a lot.
_____ City and school tax receipts attached.
_____ I have received a copy of "CUP Application Instructions"

APPLICANT

Name Salomon A Peña Phone 956-650-3254

Address 614 E Los Torritos Fax:

City Weslaco State TX Zip Code 78596 E-Mail:

OWNER Property

Name Daniel Miranda Evangelina Phone 708-945-5638

Address 1708 Westhaven DR Weslaco Fax:

City Weslaco State TX Zip Code 78599 E-Mail:

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

To the best of your knowledge are there any deed restrictions, restrictive covenants, etc., which would prevent the utilization of the property in the manner indicated?

Yes_____ No ✓

I certify that I am the actual owner of the property described above and this application is being submitted with my consent or I am authorized by the actual owner to submit this application and have attached written evidence of such authorization.

Signature Evangelina Miranda Date 9-12-17
Owner

Signature _____ Date 9-12-17
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By_____Payment Received By _____Date Paid_____

Notice of Public Hearing Sent 200' of Proposed Site _____

P & Z Notice of Public Hearing _____

City Commission Notice of Pul in Newspaper _____

Presented to P & Z Commissic Approved _____ Disapprovec _____

Presented to City Commission Approved _____ Disapprovec _____

CITY OF WESLACO
956-968-3181

REC#: 02298498 9/12/2017 1:45 PM
OPER: KArev TERM: 036
REF#:
PAID BY:

TRAN: 235.1000 PROCESSING FEE
4248
01 -400-3200
PROCESSING FEE-ONLI 5.00CR

TRAN: 202.0000 CONDITIONAL USE PERM
4248
01 -400-1026
CONDITIONAL USE PER 300.00CR

TENDERED: 305.00 CASH
APPLIED: 305.00-

CHANGE: 0.00

CONDITIONAL USE PERMIT APPLICATION PACKAGE

CONDITIONAL USE APPLICATION INSTRUCTIONS

(PLEASE READ CAREFULLY)

1. Application form must be completed in full with applicant's signature.
2. Statement must be attached to the application stating why the Conditional Use Permit is requested and the type of operation to be conducted on the property.

   The application shall contain the following information:

   (a.) The name of the proposed use.

   (b.) The location of the proposed use.

   (c.) The purpose of the proposed use.

   (d.) The owners and operators of the proposed use.

   (e.) Whether or not alcoholic beverages will be consumed on the premises.

   (f.) The hours of operation of the proposed use.

   (g.) The preliminary site plan shall contain drawings to indicate:

   - The location of all structures on the subject property and on adjoining property.
   - Landscaping and/or fencing of yards and set-backs areas and the use of landscaping and/or walls or fences for screening purpose.
   - Design of ingress and egress to minimize interference with traffic flow on abutting streets.
   - Off-street parking and loading facilities.
   - Proposed uses, and the location and types of all signs including lighting and heights.

3. A three-hundred dollar ($300.00) application fee must also be submitted along with the application.
4. Planning and Zoning Commission meetings take place every first Wednesday of every month, application must be submitted at least thirty (30) days prior to the monthly meeting so as to be placed on the next available agenda.
5. Once the application is submitted in completed form, the Planning Department is required by State Law to notify by mail all property owners within the 200 foot radius of the affected proposed conditional use and advertise in a newspaper fifteen (15) days prior to the public hearing to be held by both the Planning and Zoning and City Commissions on the Conditional Use Permit requested.
6. After the Planning and Zoning Commission meeting, the request will be placed on the next available City Commission agenda for final consideration.
7. Should the Planning and Zoning Commission or the owners of 20% of the property within the 200 foot radius of the proposed conditional use request oppose the request, a $\frac{3}{4}^{th}$ vote will be required by the City Commission to receive approval.
8. Only after the final approval from the City Commission has been granted may the activity proposed on the property begin operation after all appropriate permits have been issued.
9. A Conditional Use Permit which has not been used within six months after the date granted, is automatically cancelled.

Should you have any questions, please contact the Planning Department at (956) 447-3401.

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

Hidalgo County Clerk
Arturo Guajardo Jr.
P.O. Box 58
Edinburg, Texas 78540

Main: (956) 318-2100 **Fax:** (956) 318-2105

ORIGINAL COPY

Receipt No: 20170818000199
Date: 08/18/2017
Time: 11:26AM
Deputy Clerk: Elisa Castillo
Station: CH-1-CC-K13

Issued To: Ivans Drive Thru
525 N Cantu

Weslaco, TX 78596

Recording Fees

Item No.	Item	Document No.	Serial No.	Amount
1	Alcohol-Wine Beer			$11.00

Collected Amounts

Item No.	Payment	Transaction Id	Comment	Amount
1	Cash		41,386 BQ	$11.00

Total Received: $11.00
Order Total: $11.00
Change Due: $0.00

Thank you.

14,384

TABC

OFF-PREMISE PREQUALIFICATION PACKET

L-OFF
(01/2016)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. ***www.tabc.texas.gov/laws/code_and_rules.asp***

LOCATION INFORMATION

1. Application for: ☑ Original
   ☐ Reinstatement License/Permit Number _____
   ☐ Change of Licensed Location License/Permit Number _____

2. Type of Off-Premise License/Permit

☑ **BQ** Wine and Beer Retailer's Off-Premise Permit	☐ **LP** Local Distributor's Permit
☐ **BF** Beer Retail Dealer's Off-Premise License	☐ **E** Local Cartage Permit
☐ **P** Package Store Permit	☐ **ET** Local Cartage Transfer Permit
☐ **Q** Wine Only Package Store Permit	☐ **PS** Package Store Tasting Permit

3. Indicate Primary Business at this Location

☐ Grocery/Market	☑ Convenience Store without Gas
☐ Liquor Store	☐ Miscellaneous _____
☐ Convenience Store with Gas	

4. Trade Name of Location: Ivans Drive Thru

5. Location Address: 525 N Cantu, Hidalgo, TX 78596

City	County	State	Zip Code
Weslaco			

6. Mailing Address: 525 N Cantu

City	State	Zip Code
Weslaco	TX	78596

7. Business Phone No.	Alternate Phone No.	E-mail Address
956-969-7393		

OWNER INFORMATION

8. Type of Owner

☑ Individual	☐ Corporation	☐ City/County/University
☐ Partnership	☐ Limited Liability Company	☐ Other _____
☐ Limited Partnership	☐ Joint Venture	
☐ Limited Liability Partnership	☐ Trust	

9. Business Owner/Applicant: Salomon Peng

10. As indicated on the chart, enter the individuals that pertain to your business type:
(For additional space, use Form L-OIC)

Individual/Individual Owner ✓	Limited Liability Company/All Officers or Managers
Partnership/All Partners	Joint Venture/Venturers
Limited Partnership/All General Partners	Trust/Trustee(s)
Corporation/All Officers	City, County, University/Official

Last Name	First Name	MI	Title
Peña	Salomon		Owner

MEASUREMENT INFORMATION
Section 109.31 et. seq.

11. Will your business be located within 300 feet of a church or public hospital? ◯ Yes ✓ No

NOTE: *For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.*

12. Will your business be located within 300 feet of any private/public school? ◯ Yes ✓ No

NOTE: *For private/public schools measure in a direct line from the nearest property line of the school to the nearest property line of the place of business, and in a direct line across intersections.*

NOTE: *If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.*

13. Will your business be located within 1,000 feet of a private school? ◯ Yes ◯ No

14. Will your business be located within 1,000 feet of a public school? ✓ Yes ◯ No

ALL APPLICANTS

15. CHECK HERE IF NOT IN CITY LIMITS ☐

I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required.

WARNING AND SIGNATURE

If Applicant Is/Must Sign	
Individual/Individual Owner	Corporation/Officer
Partnership/Partner	Limited Liability Company/ Officer or Manager
Limited Partnership/General Partner	

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT NAME Salomon Pena SIGN HERE Salomon Pena

TITLE Owner

Before me, the undersigned authority, on this 14th day of August, 2017, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE Manuel Torres NOTARY PUBLIC

SEAL

MANUEL TORRES
Notary ID #5709209
My Commission Expires
May 1, 2021

CERTIFICATE OF CITY SECRETARY (FOR P, Q, BF & BQ)

Sections 11.37 & 61.37

I hereby certify on this _____ day of _____, 20_____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a **"wet"** area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN HERE _____ City Secretary/Clerk _____ City, TEXAS

SEAL

CERTIFICATE OF COUNTY CLERK (FOR P, Q & BF

Sections 11.37 & 61.37

I hereby certify on this _____ day of _____, 20_____, that the location for which the license/permit is sought is in a **"wet"** area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN HERE _____ County Clerk _____ COUNTY

SEAL

CERTIFICATE OF COUNTY CLERK (FOR BQ)

Section 11.37

I hereby certify on this 18th day of August, 20 17, that the location for which the license/permit is sought as the place of business is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court for a Wine and Beer Retailer's Off-Premise Permit.

Most current election for given location was held for:

- [X] legal sale of all alcoholic beverages for off-premise consumption
- [ ] legal sale of all alcoholic beverages
- [ ] legal sale of all alcoholic beverages except mixed beverages
- [ ] legal sale of all alcoholic beverages including mixed beverages
- [ ] legal sale of mixed beverages
- [ ] legal sale of mixed beverages in restaurants by food and beverage certificate holders
- [ ] legal sale of wine on the premises of a holder of a winery permit
- [X] legal sale of beer/wine (17%) on-premise or beer/wine off-premise *AFTER* Sept. 1,1999
- [ ] legal sale of beer/wine (14%) on-premise or beer/wine off-premise *BEFORE* Sept. 1,1999

COUNTY COURT SEAL HERE — COUNTY OF HIDALGO, TEXAS

ARTURO GUAJARDO, JR. County Clerk — HIDALGO COUNTY

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE

Sections 11.46(b) & 61.42(b)

This is to certify on this 18 day of August, 20 17, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number 32064608808 **Outlet Number** 00001

Print Name of Comptroller Employee Patricia Tamez

Print Title of Comptroller Employee Tax Compliance Officer

SIGN HERE Patricia Tamez FIELD OFFICE McAllen 2411

SEAL

PUBLISHER'S AFFIDAVIT (FOR BQ, BF, P & Q)

Sections 11.39 & 61.38

Name of newspaper	The Monitor
City, County	McAllen, Hidalgo
Dates notice published in daily/weekly newspaper (mm/dd/yyyy)	8/17/2017 & 8/18/2017
Publisher or designee certifies attached notice was published in newspaper stated on dates shown.	
Signature of publisher or designee	Patricia G. Tamez
Sworn to and subscribed before me on this date	8/18/2017
Signature of Notary Public	Norma I. Barras

SEAL — NOTARY PUBLIC STATE OF TEXAS — NORMA I BARRAS Notary ID # 128747846 My Commission Expires September 22, 2019

LEGAL NOTICE
APPLICATION HAS BEEN MADE WITH THE TEXAS ALCOHOLIC BEVERAGE COMMISSION FOR A BEER RETAIL DEALER'S OFF-PREMISE LICENSE BY SALOMON PENA DBA IVAN'S DRIVE THRU TO BE LOCATED AT 525 N. CANTU, WESLACO, HIDALGO COUNTY, TEXAS.

CERTIFICATE OF COUNTY CLERK (FOR BQ)

Section 11.37

I hereby certify on this _____ day of _____, 20_____, that the location for which the license/permit is sought as the place of business is in a **"wet"** area and is not prohibited by any valid order of the Commissioner's Court for a Wine and Beer Retailer's Off-Premise Permit.

Most current election for given location was held for:

- ☐ legal sale of all alcoholic beverages for off-premise consumption
- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of mixed beverages
- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders
- ☐ legal sale of wine on the premises of a holder of a winery permit
- ☐ legal sale of beer/wine (17%) on-premise or beer/wine off-premise *AFTER* Sept. 1,1999
- ☐ legal sale of beer/wine (14%) on-premise or beer/wine off-premise *BEFORE* Sept. 1,1999

SIGN HERE _____ _____ COUNTY

County Clerk

SEAL

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE

Sections 11.46(b) & 61.42(b)

This is to certify on this _____day of _____, 20 _____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____ **Outlet Number** _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE _____ FIELD OFFICE _____

SEAL

PUBLISHER'S AFFIDAVIT (FOR BQ, BF, P & Q)

Sections 11.39 & 61.38

Name of newspaper	The Monitor
City, County	McAllen, Hidalgo
Dates notice published in daily/weekly newspaper (mm/dd/yyyy)	9/25/2017 & 9/26/2017
Publisher or designee certifies attached notice was published in newspaper stated on dates shown.	
Signature of publisher or designee	Leticia G Torres
Sworn to and subscribed before me on this date	9/26/2017
Signature of Notary Public	Norma I. Barras

SEAL

NORMA I BARRAS
Notary ID # 128747846
My Commission Expires
September 22, 2019

LEGAL NOTICE APPLICATION HAS BEEN MADE WITH THE TEXAS ALCOHOLIC BEVERAGE COMMISSION FOR A BQ WINE AND BEER RETAILER'S OFF-PREMISE PERMIT BY SALOMON PENA DBA IVAN'S DRIVE THRU TO BE LOCATED AT 525 N. CANTU, WESLACO, HIDALGO COUNTY, TEXAS.

City of Weslaco

"The City on the Grow"

David Suarez, Mayor
Gerardo "Jerry" Tafolla, Mayor Pro-Tem, District 4
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Olga M. Noriega, Commissioner, District 3
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

PLANNING DEPARTMENT

September 22, 2017

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, October 4, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, October 17, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests:

CONDITIONAL USE PERMIT:

Salomon A. Pena is requesting a Conditional Use Permit to obtain a Wine and Beer Retailers Off-Premise Permit at 525 N. Cantu also being Lot 7, Block 5, Villa Vista #2, Weslaco, Hidalgo County, Texas.

The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

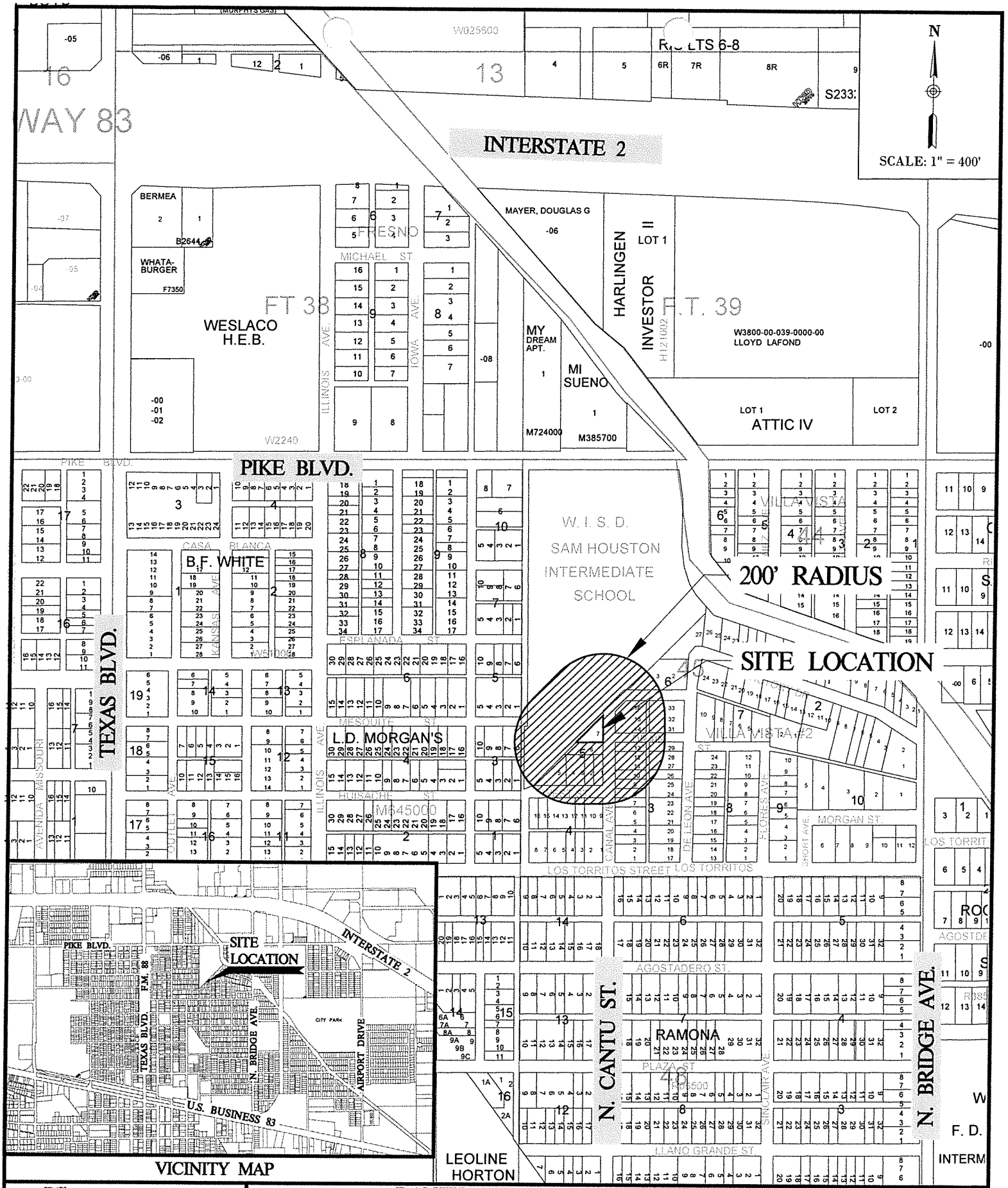
Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

, PE

Mardoqueo Hinojosa, P.E., CFM
Planning Director/City Engineer

MH/mh



City of Weslaco

DANIEL MIRANDA EVANGELINA
525 N. CANTU
VILLA VISTA #2 SUBDIVISION
LOT 7 BLOCK 5
EXISTING USE: B-1 CUP: CONVENIENCE STORE (BEER)

CITY ON THE GROW
CITY OF WESLACO

P:\Engineering\2017_Projects\001-CUP-Request\170915-Lot 7_Block 5 - Convenience Store 525 N Cantu.dwg

City of Weslaco Code Enforcement Dept.

SEP 19, 2017

ELIZONDO ANTONIA G PO BOX 935 LABELLE FL 33975	M6450-00-003-0001-00 MORGAN BLK 3 LT 1 409 E HUISACHE	L: 10050 B: 0
CASARES JESUS V 1918 ROYAL PALM DR MERCEDES TX 78570	M6450-00-003-0006-00 MORGAN LOTS 6-7 BLK 3 408 E MESQUITE ST	L: 20100 B: 8919
CARREON LILIA H PO BOX 1355 WESLACO TX 78599	M6450-00-005-0001-00 MORGAN BLK 5 LTS 1-2 409 E MESQUITE ST	L: 20100 B: 17058
GARCIA VIRGINIA 512 N CANTU ST WESLACO TX 78596	V3800-02-003-0007-00 VILLA VISTA #2 BLK 3 LT 7 512 N CANTU	L: 10050 B: 34360
ATKINS JAMES P 101 E WARBLER AVE MCALLEN, TX 78504-1602	V3800-02-003-0008-00 VILLA VISTA #2 BLK 3 LT 8 514 N CANTU	L: 10050 B: 11320
RIO GRANDE FINANCIAL LP PO BOX 1000 MISSION TX 78573	V3800-02-003-0009-00 VILLA VISTA #2 BLK 3 LT 9 516 N CANTU	L: 10050 B: 553
ORTEGA LINDA P C/O NELLIE CORONADO 5135 N FM 88 WESLACO TX 78599	V3800-02-003-0010-00 VILLA VISTA #2 BLK 3 LT 10 518 N CANTU	L: 10050 B: 8893
ALANIZ JOSE & MARGARITA 520 N CANTU ST WESLACO TX 78596	V3800-02-003-0011-00 VILLA VISTA #2 LOTS 11 & 12 BLK 3 520 N CANTU	L: 20100 B: 11597
GARCIA CARLOS & IRMA ANGELICA 524 N CANTU ST WESLACO TX 78596	V3800-02-003-0013-00 VILLA VISTA #2 BLK 3 LT 13 524 N CANTU	L: 10050 B: 10750
GARCIA JOSE JR & CARLOS RICARDO GARCIA 600 N CANTU ST WESLACO TX 78596	V3800-02-003-0014-00 VILLA VISTA #2 LOTS 14 15 & 16 BLK 3 525 N CANTU	L: 35175 B: 32022
VASQUEZ AMY MARIE 517 DE LEON ST WESLACO TX 78596	V3800-02-003-0024-00 VILLA VISTA #2 BLK 3 LT 24 & 25 517 N DE LEON ST	L: 20100 B: 12296
BAZAN, ANTONIO 517 DE LEON ST WESLACO TX 78596-4914	V3800-02-003-0025-00 VILLA VISTA #2 BLK 3 LT 25	L: 10200 B: 0

City of Weslaco Code Enforcement Dept.

SEP 19, 2017

TREVINO JOSE JUAN & MA ANGELICA 519 DE LEON ST WESLACO TX 78596	V3800-02-003-0026-00 VILLA VISTA #2 BLK 3 LT 26 519 N DE LEON ST	L: 10050 B: 6794
GARCIA RAQUELL 1104 NORTH AVE DONNA TX 78537	V3800-02-003-0027-00 VILLA VISTA #2 BLK 3 LTS 27-28 521 N DE LEON ST	L: 20100 B: 15041
MENDOZA JOSE 525 DE LEON ST WESLACO TX 78596	V3800-02-003-0029-00 VILLA VISTA #2 BLK 3 LT 29 525 N DE LEON ST	L: 10050 B: 6091
ALANIZ ARNULFO & AURORA 705 DE LEON ST WESLACO TX 78596	V3800-02-003-0032-00 VILLA VISTA #2 BLK 3 LTS 31-33 705 N DE LEON ST	L: 39132 B: 78480
CASTRO RICARDO & FRANCES 426 S MAIN ST HANCOCK WI 54943	V3800-02-004-0009-00 VILLA VISTA #2 BLK 4 LTS 9-10 0	L: 20100 B: 14249
CASTRO RICARDO ET UX 426 S MAIN ST HANCOCK WI 54943	V3800-02-004-0011-00 VILLA VISTA #2 BLK 4 LT 11 510 E HUISACHE	L: 10050 B: 0
GARCIA OMAR & YURIDIA V 3119 SPANISH PALM DR MERCEDES TX 78570	V3800-02-004-0012-00 VILLA VISTA #2 BLK 4 LT 12- 14 508 E HUISACHE	L: 30150 B: 17214
BECERRA, GUADALUPE & JOSE 9620 FOREST CT DENVER CO 80229-3226	V3800-02-004-0013-01 VILLA VISTA #2 LTS 13-14 BLK 4 0 E HUISACHE ST	L: 20400 B: 300
LOPEZ LEROY & ROSA E 1320 EL CAMINO DR WESLACO TX 78599-7381	V3800-02-004-0015-00 VILLA VISTA #2 BLK 4 LT 15 506 E HUISACHE	L: 10050 B: 0
ALCORTA JOSEPH A & MARISELA 1503 KATIE ST WESLACO TX 78596	V3800-02-005-0001-00 VILLA VISTA #2 BLK 5 LT 1 513 E HUISACHE	L: 10050 B: 6603
ALCORTA JOSEPH A & MARISELA 1503 KATIE ST WESLACO TX 78596	V3800-02-005-0002-00 VILLA VISTA #2 BLK 5 LT 2 511 E HUISACHE	L: 10050 B: 5511
GUZMAN ISABEL SANTANA & 509 E HUISACHE ST WESLACO TX 78596	V3800-02-005-0003-00 VILLA VISTA #2 BLK 5 LOTS 3 & 4 509 E HUISACHE	L: 20100 B: 16385

City of Weslaco Code Enforcement Dept.

SEP 19, 2017

VARGAS PAULA R & CAROLINA LEONEL VARGAS 505 E HUISACHE ST WESLACO TX 78596	V3800-02-005-0005-00 VILLA VISTA #2 BLK 5 LT 5 505 E HUISACHE	L: 24455 B: 14900
GALLEGOS CRISABELLA A 523 N CANTU ST WESLACO TX 78596	V3800-02-005-0006-00 VILLA VISTA #2 BLK 5 LT 6 523 N CANTU	L: 14472 B: 11977
MIRANDA DANIEL & EVANGELINA PO BOX 186 WESLACO TX 78599	V3800-02-005-0007-00 VILLA VISTA #2 BLK 5 LT 7 525 N CANTU	L: 15713 B: 20202
WESLACO ISD PO BOX 266 WESLACO TX 78599	W3800-00-045-0000-00 WEST TRACT OUT-NW PT-N PT LOT 45 10.09AC NET 608 N CANTU	L: 825402 B: 3459863
WESLACO ISD PO BOX 266 WESLACO TX 78599	V3800-02-006-0001-00 VILLA VISTA #2 LOTS 1 THRU 3 BLK 6 0	L: 48501 B: 0

Conditional Use Permit

Wine & Beer Retailes Off-Premise

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1295
From: Mardoqueo Hinojosa	
Subject: Discussion and consideration after public hearing on behalf of Elsa Garcia to approve Ordinance 2017-52 rezoning 1513 S. Westgate Drive also being 2.21 acres out of Farm Tract 666, West Tract Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling to R-2 Duplex and Apartments District. First reading of Ordinance 2017-52. Possible action. (Staffed by Planning and Code Enforcement.)	
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling to R-2 Duplex and Apartments District. Eleven (11) property owners within 200 feet of the applicant's property were notified by letter on September 22, 2017.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading
If item previously considered, provide date and action by Commission:
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on September 18, 2017.
Advisory Review, if any (name of board/committee, date of action, recommendation)**:** Planning & Zoning recommended approval on October 4, 2017 (3-2 vote).

Rebekah De La Fuente	Created/Initiated
Mardoqueo Hinojosa	Approved
Mike Perez	Final Approval

City Manager Comments: Approve.
Staff Recommendation: Staff recommends approval due to adjacent land use.
Attachments, if any: Rezone Application, Exhibit, Ordinance 2017-52
Responsibilities upon Approval: Planning staff will advise applicant.

APPLICATION FOR REZONING

The Planning & Zoning Commission meets every 1st Wednesday of each month at 5:30 pm.

The City Commission meets every 1st and 3rd Tuesday of each month at 5:30 pm

FILE NO. REZ17-00015

RECEIVED
SEP 08 2017
Planning & Code Enforcement Dept.

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot FT 16106 Block _____

Subdivision Name West Tract

Street Address 1513 S. Westgate Drive

Existing Zoning _____ Existing Land Use _____

Proposed Zoning _____ Proposed Land Use Multi Family

_____ $300.00 non-refundable filing fee. $305.00

_____ Detailed dimensioned site plan/map must be submitted with this request.

_____ Survey and metes and bounds if the legal description is a portion of a lot.

_____ City and school tax receipts attached.

_____ I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name Elsa Garcia Phone 956-220-7663

Address 703 Garnet Dr Fax: _____

City Laredo State TX Zip Code 78045 E-Mail: ernesg9@aol.com

OWNER

Name Estate of Faith E Ciompelli Phone 956-655-0679

Address 6414 N. Seminary Road Fax: _____

City Edinburg State TX Zip Code 78541 E-Mail: _____

I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); or I am authorized by the actual owner to submit this application and have attached written evidence of such authorization.

Signature Matthew Ciompelli Executor Date 9/7/2017
Owner

Signature Elsa G. Garcia Date 9/8/17
Applicant

Signature _____ Date _____
Authorized Agent

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3125 ■ WWW.WESLACOTX.GOV

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid_____

Notice of Public Hearing Sent to Property Owners within 200' of Proposed Site — Date _____

P & Z Notice of Public Hearing Published in Newspaper — Date _____

City Commission Notice of Public Hearing Published — Date _____

Presented to P & Z Commission — Date _____
Approved _____ Disapproved _____ Tabled _____

Presented to City Commission — Date _____
Approved _____ Disapproved _____ Tabled _____

Ordinance No._____

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

September 7, 2017

Planning & Zoning Commission
City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596-6285

To Whom It May Concern;

I am writing this letter in support of Elsa Garcia et al. and their request to have the property located at 1513 S. Westgate Drive (approximately 2.2 acres) in Weslaco, rezoned from a single family dwelling to a multiple family dwelling property.

After my mother's passing in February of 2016, I was appointed as the executor of the estate of Faith E. Ciomperlik. The property has been on the market for sale for approximately one year now and I am fully in support of the request to have the property rezoned.

If you have any questions on this, please do not hesitate to contact me.

Sincerely,

Matthew Ciomperlik
Executor of the Estate of Faith Ciomperlik
6414 N. Seminary Road
Edinburg, Texas 78541
Tel: (956)-655-0679

RE17-00015

ROBLES & ASSOCIATES, PLLC
FIRM No. 10096700
PROFESSIONAL LAND SURVEYORS
P.O. BOX 476 WESLACO, TEXAS 78599-0476 PHONE (956) 968 - 2422 FAX (956) 969 - 2011

DESCRIPTION OF 2.21 ACRES OF LAND
OUT OF FARM TRACT 666
WEST TRACT SUBDIVISION
HIDALGO COUNTY, TEXAS

Being 2.21 acres of land situated in Hidalgo, County, Texas and being out of Farm Tract 666 of the West Tract Subdivision, Hidalgo County, Texas as per map recorded in Volume 2, Pages 34-37 of the Map Records of Hidalgo County, Texas and said 2.21 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a cotton picker spindle found on the centerline of Westgate Drive for the northwest corner of said Farm Tract 666 and for the northwest corner of said tract herein described;

THENCE, EAST with the north line of said Farm Tract 666 and the south line of Farm Tract 665, passing at 25.0 feet a ½ inch iron rod found for reference on the east right-of-way line of said Westgate Drive and continuing along a drain ditch for a total distance of 330.00 feet to a point for the northeast corner of said tract herein described and the northeast corner of said Farm Tract 666;

THENCE, SOUTH 14° 02'00" EAST, 273.15 feet with the east line of said Farm Tract 666, the west line of Farm Tract 667 and along a drain ditch to a point for the southeast corner of said tract herein described;

THENCE, WEST, with the north line of a 12.79 acre tract of land described by Instrument No. 16597 of the Hidalgo County Deed Records, passing at 41.30 feet a ½ inch iron rod with a plastic cap stamped "R&A" set online for reference, passing at 371.30 feet a ½ inch iron rod with a plastic cap stamped "R&A" set for reference on the east right of way line of said Westgate Drive and continuing for a total of 396.30 feet to a cotton picker spindle set on the centerline of said Westgate Drive for the southwest corner of said tract herein described;

THENCE, NORTH, 265.00 feet with the west line of said Farm Tract 666 and the centerline of said Westgate Drive to the POINT OF BEGINNING and containing 2.21 acres of land more or less.

Surveyed: April 3, 2017
Basis of bearings: Cotton picker spindles found at the northwest corner of Farm Tract 666 and 721' north.

19590
4-10-17

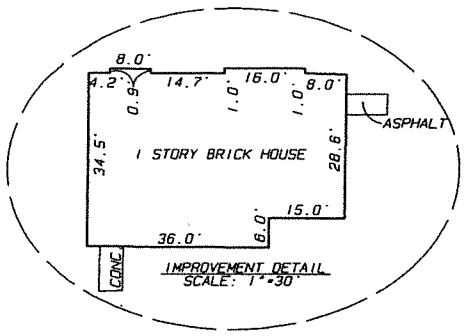
Reynaldo Robles, R.P.L.S. #4032

19590

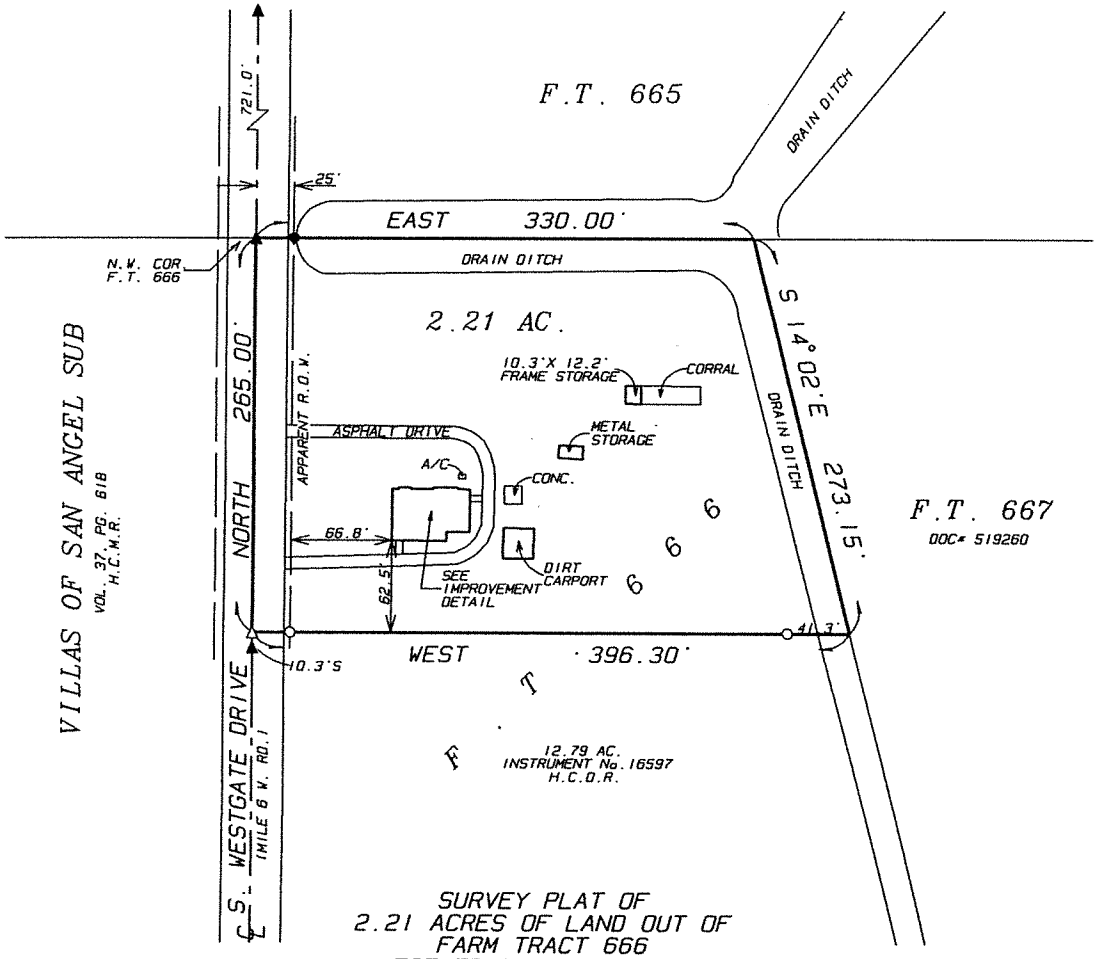
LEGEND

- ● Found 1/2" iron rod
- ○ Set 1/2" iron rod with a plastic cap stamped "R&A"
- ▲ Found cotton picker spindle
- △ Set cotton picker spindle

BASIS OF BEARINGS: COTTON PICKER SPINDLES FND. AT N.W. COR. OF F.T. 666 AND 721' NORTH



IMPROVEMENT DETAIL
SCALE: 1"=30'



SURVEY PLAT OF
2.21 ACRES OF LAND OUT OF
FARM TRACT 666
WEST TRACT SUBDIVISION
HIDALGO COUNTY, TEXAS
PER MAP RECORDED IN VOLUME 2, PAGES 34-37, H.C.M.R.

PROPERTY ADDRESS: 1513 S. WESTGATE DRIVE
WESLACO, TX 78596

PREPARED FOR: MATT CIOMPERLIK

I REYNALDO ROBLES, REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION, THAT THERE ARE NO VISIBLE ENCROACHMENTS, NOR VISIBLE AND APPARENT EASEMENTS AT THE TIME OF SURVEY EXCEPT AS SHOWN AND BY GRAPHIC PLOTTING ONLY THIS PROPERTY LIES IN FLOOD ZONE "B" (AREAS BETWEEN LIMITS OF THE 100 YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASEFLOOD) OF FIRM COMMUNITY PANEL No.480334 0525 B, DATED JANUARY 2, 1991

Reynaldo Robles

REYNALDO ROBLES, R.P.L.S. #4032

ROBLES & ASSOCIATES, PLLC
PROFESSIONAL LAND SURVEYORS
P.O. BOX 476
107 W. HUISACHE ST.
WESLACO, TEXAS 78596
PHONE (956) 968-2422
FAX (956) 969-2011
FIRM No. 10096700

SURVEYED: 04-03-17	DRAWN BY: PG/04-04-17
SCALE: 1"=100'	JOB No. 19590
TITLE COMMITMENT No.	REVISED:

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL EMBOSSED SEAL OF SURVEYOR OF RECORD.

© COPYRIGHT 2017

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A RECENT TITLE SEARCH. THERE MAY BE RECORDED OR UNRECORDED EASEMENTS OR OTHER MATTERS AFFECTING THE SUBJECT PROPERTY NOT SHOWN HEREON. REFER TO YOUR ABSTRACT OF TITLE OR TITLE REPORT FOR ANY EASEMENTS OF RECORD WHICH MAY AFFECT SUBJECT PROPERTY.

City of Weslaco

"The City on the Grow"

David Suarez, Mayor
Gerardo "Jerry" Tafolla, Mayor Pro-Tem, District 4
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Olga M. Noriega, Commissioner, District 3
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

PLANNING DEPARTMENT

September 22, 2017

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, October 4, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, October 17, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests:

REZONE REQUEST:

Elsa Garcia is requesting to rezone 1513 S. Westgate Drive also being Lot FT 666, West Tract Subdivision, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling to R-2 Duplex and Apartments District.

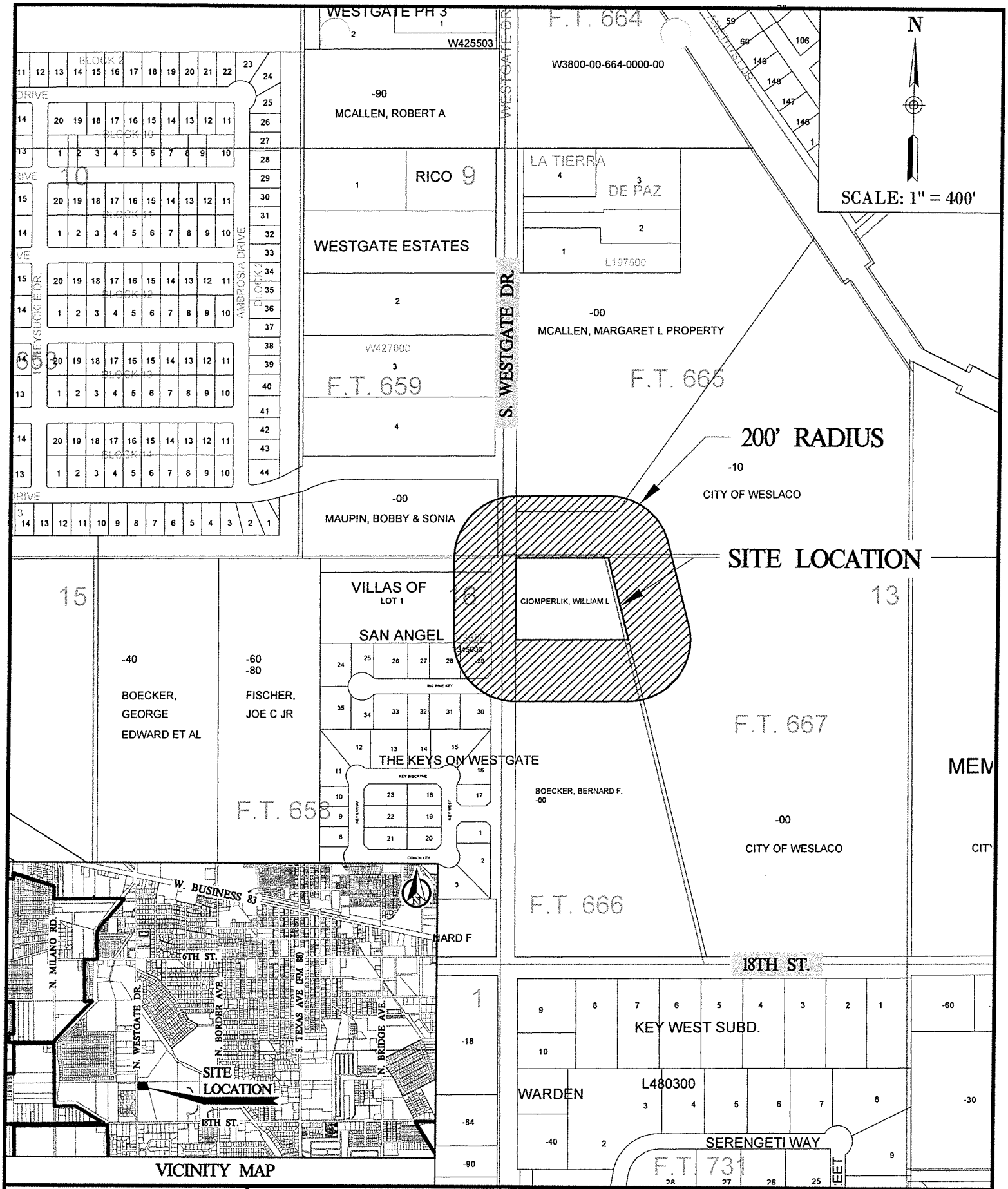
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

Mardoqueo Hinojosa, P.E., CFM
Planning Director/City Engineer

MH/mh



City of Weslaco

ESTATE OF FAITH E. CIOMPERLIK
1513 S. WESTGATE DRIVE
LOT FT 666
WEST TRACT
EXIST. ZONING: R-1 PROP. ZONING: R-2

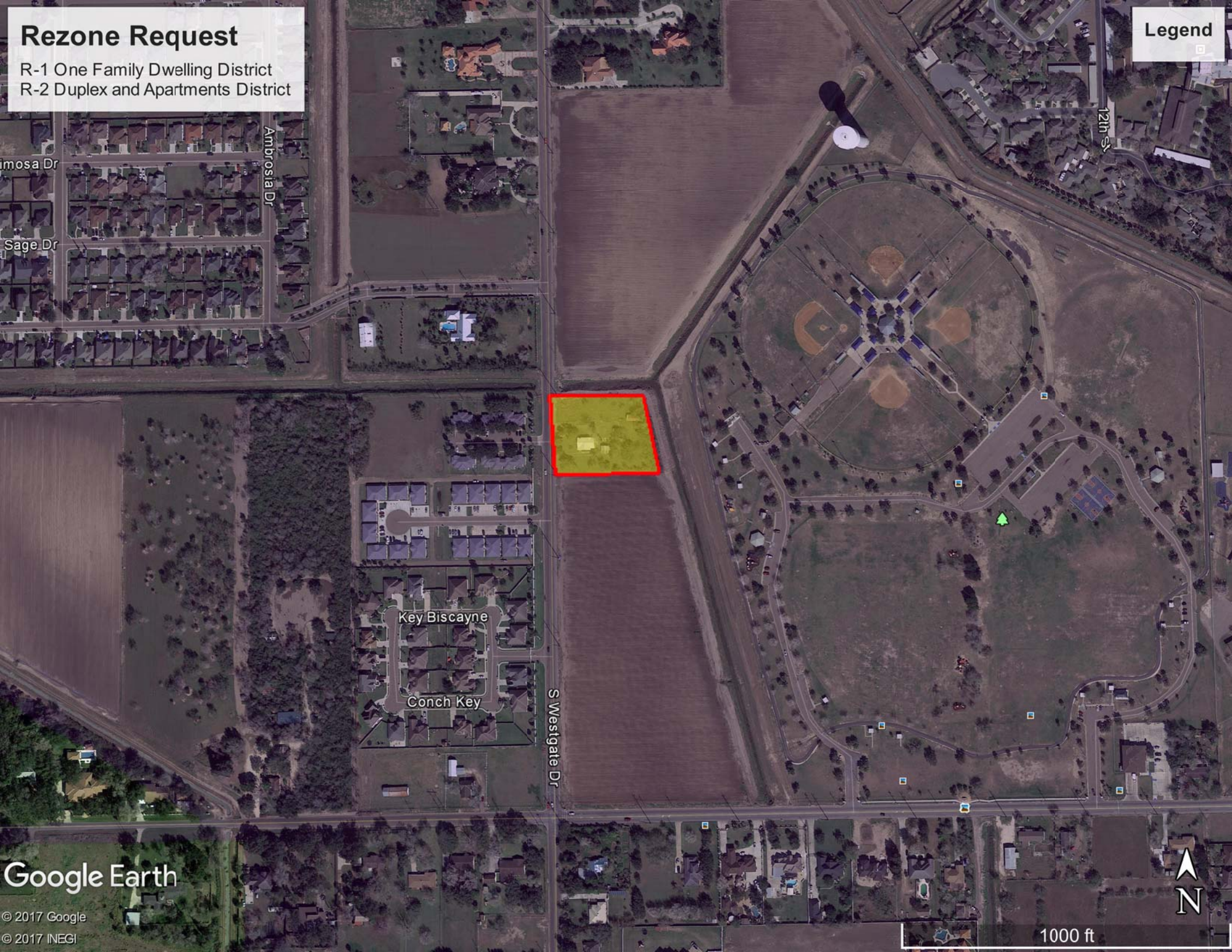
CITY ON THE GROW
CITY OF WESLACO

P:\Engineering\2017_Projects\002-Zoning Request\170914-1513 S Westgate Dr.dwg

City of Weslaco Code Enforcement Dept.

SEP 19, 2017

EBE DEVELOPMENT LTD 1614 WOODLAND DR WESLACO TX 78596	T3450-00-000-0028-00 THE KEYS ON WESTGATE LOT 28 1704 BIG PINE KEY	L: 39100 B: 136471
EBE DEVELOPMENT LTD 1614 WOODLAND DR WESLACO TX 78596	T3450-00-000-0029-00 THE KEYS ON WESTGATE LOT 29 1700 BIG PINE KEY	L: 38719 B: 136471
EBE DEVELOPMENT LTD 1614 WOODLAND DR WESLACO TX 78596	T3450-00-000-0030-00 THE KEYS ON WESTGATE LOT 30 1701 BIG PINE KEY	L: 38719 B: 136471
HIDALGO CO DRAINAGE DIST #1 10124 GLASSCOCK RD MISSION TX 78573	V3850-00-000-0000-00 VILLAS OF SAN ANGEL -AMENDED 45' D/D R/O/W LYING N OF LOT 1 0.57 0 WESTGATE DR	L: 1863 B: 0
GARZA GILBERTO 4406 VIDA SANTA WESLACO TX 78596	V3850-00-000-0001-00 VILLAS OF SAN ANGEL LOT 1 - AMEN DED 1500 S WESTGATE DR	L: 95206 B: 305675
KLASE PATRICIA & MICHAEL 1402 S WESTGATE DR WESLACO TX 78596	W3800-00-659-0000-00 WEST TRACT S3.82AC-S255'-E660' B NG AN IRR TR FT 659 3.82AC GR 2. 1402 S WESTGATE DR	L: 59842 B: 223021
HUNT WESTGATE LTD 1114 A SOUTH WESTGATE DR WESLACO TX 78596	W3800-00-665-0000-00 WEST TRACT 14.42AC-SE 30.55AC BE ING AN IRR TR FT 665	L: 0 B: 0
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596	W3800-00-665-0000-10 WEST TRACT SE 16AC-SE 30.55AC BE ING AN IRR TR FT 665 0 WESTGATE DR	L: 256000 B: 0
BOECKER BERNARD F 9419 CAMINO VENADO HELOTES TX 78023	W3800-00-666-0000-00 WEST TRACT 12.79AC OF FT 666 10. 91AC NET 0 18TH ST	L: 0 B: 0
CIOMPERLIK WILLIAM L 1513 S WESTGATE DR WESLACO TX 78596	W3800-00-666-0000-51 WEST TRACT 2.21AC FT 666 EXC SW0 .21AC 2.00AC NET 0 WESTGATE DR	L: 0 B: 0
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596	W3800-00-667-0000-00 WEST TRACT 25.0AC OF FT 667 23.4 1AC NET 0 18TH ST	L: 479905 B: 0


Rezone Request
R-1 One Family Dwelling District
R-2 Duplex and Apartments District
Legend
imosa Dr
Ambrosia Dr
Sage Dr
12th St
Key Biscayne
Conch Key
S Westgate Dr
Google Earth
© 2017 Google
© 2017 INEGI
N
1000 ft

ORDINANCE NO. 2017-52

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 1513 S. WESTGATE DRIVE ALSO BEING 2.21 ACRES OUT OF FARM TRACT 666, WEST TRACT SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENTS DISTRICT.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: R-1 One Family Dwelling District to R-2 Duplex and Apartments District being 2.21 acres out of farm tract 666, West Tract Subdivision, also being 1513 S. Westgate Drive, Weslaco, Hidalgo County, Texas.

SECTION II: That this ordinance shall become effective upon its passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 17th day of October 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this _____ day of _____, 2017.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, **CITY ATTORNEY**

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1217
From:	
Subject: Discussion and consideration to adopt Ordinance 2017-45, amending Ordinance 2017-06, providing for a new schedule of rates to be charged for certain meter tapping fees and authorize the Mayor to execute any related documents. First Reading of Ordinance 2017-45. Possible action. (Staffed by Finance Department.)	
Background: We are proposing to reduce the meter tapping fees for the 5/8" size meter. The cost would be reduced from $739.86 to $450.00 for inside City limits and from $832.34 to $550.00 for outside City limits. These fees are more in line with other utility providers in the Rio Grande Valley. Other minor changes for typographical errors were also corrected in this version of the Ordinance.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
Mary Barrera Mary Barrera Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Recommend approval.		
Attachments, if any: Schedule of Fees - 5/8" Meter, Ordinance 2017-45		
Responsibilities upon Approval:		

METER TAP FEES & COSTS

CURRENT

	FEES CHARGED	
Meter Tap	Inside	Outside
5/8 "	**739.86**	**832.34**

PROPOSED

	FEES CHARGED	
Meter Tap	Inside	Outside
5/8 "	**450.00**	**500.00**

ORDINANCE NO. 2017-45

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE 77-16, CODIFIED IN THE WESLACO CODE OF ORDINANCES AS SECTION 138.58 "WATER RATES PRESCRIBED" AND AMENDING SECTION 1 OF ORDINANCE 67-10, CODIFIED IN THE WESLACO CODE OF ORDINANCES AS SECTION 138.59 "SEWER RATES PRESCRIBED;" BY PROVIDING FOR A NEW SCHEDULE OF RATES TO BE CHARGED FOR TREATED WATER DELIVERED THROUGH THE SYSTEM OF THE UTILITIES DEPARTMENT OF THE CITY OF WESLACO; AND PROVIDING FOR A NEW SCHEDULE OF RATES TO BE CHARGED FOR THE USE OF WASTEWATER TREATMENT FACILITIES OF THE CITY OF WESLACO; AND PROVIDING FOR AN EFFECTIVE DATE AFTER THE SECOND PUBLICATION OF THIS ORDINANCE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

SECTION 1. BE IT ORDAINED BY THE CITY OF WESLACO, TEXAS, to amend Section I of Ordinance No. 77-16, adopted on August 16, 1977, and Codified in the Weslaco Code of Ordinances as Section 138.58 and entitled *"Water Rates Prescribed",* to adopt a new schedule of rates to be charged for treated water delivered through the system of the water department of the City of Weslaco so that after Second and Final Reading of this Ordinance, Weslaco Code of Ordinances Section 138.58, will read as follows:

ARTICLE II. SERVICE CHARGES

Sec. 138.58. Water Rates Prescribed.

There are hereby established the following schedules of rates to be charged for treated water delivered through the system of the water department of the city:

A. *Residential Inside City Limits*

(1) Minimum monthly bill, (not including water)……..... $14.75

Minimum monthly bill, (includes 2,000 gallons of water) if applied for by a Resident over 65 years of age, Disabled, or a Veteran ……..……..…...$9.54

(2) Charge per each 1,000 gallons or portion thereof…….……$2.71

B. *Commercial Inside City Limits*

(1) Minimum monthly bill (not including water):

5/8 inch or ¾ inch meter…. $18.07
1 inch meter……. $21.01
1 ½ inch meter……..$27.14
2 inch meter……..$36.24
3 inch meter……..$59.11
4 inch meter……..$88.94
6 inch meter…….……$156.42
8 inch meter…..……$203.04

(2) Charges per each 1,000 gallons or portion thereof:

0 to 15,000 gallons ……...$3.03
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.).....$9.91
15,002 to 30,000 gallons……...$3.38
30,000 to 35,000 gallons……...$3.40
35,000 to 35,001gallons (An addition to the base fee when this level is reached.)…….$9.26
Over 35,001gallons……...……$3.40

C. *Multi Family Inside City Limits*

(1) Minimum monthly bill (not including water):

5/8 inch or ¾ inch meter…. $18.07
1 inch meter…… $21.01
1 ½ inch meter……..$27.14
2 inch meter……..$36.24
3 inch meter……..$59.11
4 inch meter……..$88.94
6 inch meter……$156.42
8 inch meter…... $203.04

Multi Family residents whose water rates increase because of Ordinance 2013-26 affixing the rate structure for "Multi Family Inside City Limits" may request a 2% reduction of their current minimum monthly bill as assigned by the Water Rates prescribed to be "Residential Inside City Limits" from the Weslaco City Manager.

(2) Charges per each 1,000 gallons or portion thereof:

0 to 15,000 gallons ……..…$3.03
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)..…$9.91
15,002 to 30,000 gallons……..$3.38
30,000 to 35,000 gallons……..$3.40
35,000 to 35,001gallons (An addition to the base fee when this level is reached.) …..$9.26
Over 35,001 gallons……..…$3.40

D. *Irrigation Meters Inside City Limits*

(1) Minimum monthly bill (not including water):

5/8 inch or ¾ inch meter….……...$10.47
1 inch meter…… $14.06
1 ½ inch meter……..$22.35
2 inch meter……..$31.46
3 inch meter……..$54.33
4 inch meter……..$84.16
6 inch meter……$151.64
8 inch meter…..……$198.26

(2) Charges per each 1,000 gallons or portion thereof:

0 to 10,000 gallons ……...$2.97
10,000 to 15,000 gallons…….. $2.97
Over 15,000 gallons……..$3.07

(3) Irrigation meters with no associated wastewater service will not be assessed monthly charges for wastewater service.

E. *Service Provided to Customers Residing Outside of the City Limits*

(1) Minimum monthly bill, (not including water)……..... $23.43

(2) Charge per each 1,000 gallons or portion thereof…….……$4.07

F. *Commercial Outside City Limits*

(1) Minimum monthly bill (not including water):

5/8 inch or ¾ inch meter…. $27.11
1 inch meter……. $31.52
1 ½ inch meter……..$40.71
2 inch meter……..$54.36
3 inch meter……..$88.67
4 inch meter……..$133.41
6 inch meter……..…$234.63
8 inch meter…..…$304.56

(2) Charges per each 1,000 gallons or portion thereof:

0 to 15,000 gallons ……...$4.55
15,000 to 15,001 gallons (An addition to the base fee when this level is reached)…... $14.87
15,002 to 30,000 gallons……...$5.07
30,000 to 35,000 gallons……...$5.10
35,000 to 35,001gallons (An addition to the base fee when this level is reached.)…... $13.89
Over 35,001gallons……$5.10

G. *Multi Family Outside City Limits*

(1) Minimum monthly bill (not including water):

5/8 inch or ¾ inch meter…. $27.11
1 inch meter……. $31.52
1 ½ inch meter……..$40.71
2 inch meter……..$54.36
3 inch meter……..$88.67
4 inch meter……..$133.41
6 inch meter……..…$234.63
8 inch meter…..…... $304.56

(2) Charges per each 1,000 gallons or portion thereof:

0 to 15,000 gallons ……$4.55
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)…$14.87
15,002 to 30,000 gallons……..$5.07
30,000 to 35,000 gallons……..$5.10
35,000 to 35,001gallons (An addition to the base fee when this level is reached.)…..$13.89
Over 35,001 gallons……$5.10

H. *Irrigation Meters Outside City Limits*

(1) Minimum monthly bill (not including water):

5/8 inch or ¾ inch meter……...$15.71
1 inch meter……. $21.09
1 ½ inch meter……..$33.53
2 inch meter……..$47.19
3 inch meter……..$81.50
4 inch meter……..$126.24
6 inch meter……..……$227.46
8 inch meter…..……..……$297.39

(2) Charges per each 1,000 gallons or portion thereof:

0 to 10,000 gallons ……...$4.46
10,000 to 15,000 gallons…….. $4.46
Over 15,000 gallons……..$4.61

(3) Irrigation meters with no associated wastewater service will not be assessed monthly charges for wastewater service.

I. *Tapping Fees.*

The following charges shall be made as tapping fees for making connections for the use of any water user (deposit and permit fees are not included):

Meter Size	Inside City	Outside City
5/8”	$450.00	$550.00
1”	$870.76	$979.60
1 ½”	$1,187.35	$1,336.23
2”	$3,286.06	$4,929.09
3”	$4,612.93	$6,919.39
4”	$6,936.71	$10,405.06

For all other size taps, the tapping charge shall be based upon the current cost of the meter, required materials, and labor therefore.

In cases where the developer has installed their own water lines, tapping saddles, corp. stop, tubing and angle stop up to the ground surface, the fees for a 5/8” meter will be $232.07 for a connection inside the city limits and $348.10 for a connection outside the city limits.

J. *Fire Protection Sprinkler Fees*

There shall be no additional charge per month in addition to the other charges listed in this section, for accounts with a fire protection sprinkler system.

SECTION II. BE IT FURTHER ORDAINED BY THE CITY OF WESLACO, TEXAS, to amend Section I of Ordinance No. 67-10, adopted on June 27, 1967, and codified in the Weslaco Code of Ordinances as Section 138.59 and entitled *“Sewer Rates Prescribed”,* so that after Second and Final Reading of this ordinance, Weslaco Code of Ordinances Section 138.59 will read as follows:

ARTICLE II. SERVICE CHARGES

Sec. 138.59. Wastewater Rates Prescribed.

The following rates shall be charged for use of the wastewater treatment facilities of the City of Weslaco, including storm sewer lines if used for the purpose of disposing waste or cooling water. The rates hereby established shall be applicable to all classes of customers using the city sanitary sewer system, except for industrial customers who will continue to be charged under the provisions of the industrial waste ordinance of the City of Weslaco, Ordinance No. 76-16, as amended:

Sewer Service Provided to Customers Residing Outside of the City Limits

A. *Minimum Charge Inside City Limits:* The minimum monthly charge for all classes of customers using the City of Weslaco wastewater treatment facilities shall be fourteen dollars and fifty-eight cents ($14.58) per month. The monthly base rate will be nine dollars and forty-four cents ($9.44) if applied for by a resident over 65 years of age, Disabled, or a Veteran.

B. *Additional Charges for Single-Family Residential Users Inside City Limits.* In addition to the minimum charge listed above, a charge of one dollar and seventy-seven cents ($1.77) will be made for each one thousand (1,000) gallons of water used, or portion thereof, for monthly metered consumption up to 35,000 gallons.

C. *Multifamily Residential and Mobile Homes Inside City Limits*. The charge for the use of the city wastewater treatment facility for duplexes or multifamily apartments or housing where the buildings are generally used solely for permanent or continuous living quarters and mobile home and/or recreational vehicle park owners on master meters shall be as follows:

Minimum monthly bill ……..……$11.81

Charges per each 1,000 gallons of metered water use, or portion thereof:

0 to 15,000 gallons……..$2.28
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)….$10.61
15,001 to 35,000 gallons……..….$2.54
35,000 to 35,001 gallons (An addition to the base fee when this level is reached.)….$10.27
Over 35,000 gallons……..….$2.54

D. *Commercial Customers Inside City Limits*. Commercial customers are those customers who discharge wastewater from a private building which is not residential in nature and conduct business activities for the sole purpose of making a profit, and receive an inflow of paying customers for services rendered or the purchase of goods. All sewer accounts required to file for a sales tax number with the state comptroller's office or an employer's federal I.D. number with the Internal Revenue Service shall be deemed as commercial accounts. The charge for commercial users shall be as follows:

Minimum monthly bill ……..……...…$14.98

Charges per each 1,000 gallons of metered water use, or portion thereof:
0 to 15,000 gallons…….$2.72
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.). …..…$8.66
15,001 to 35,000 gallons……..……..$3.03
35,000 to 35,001 gallons (An addition to the base fee when this level is reached.)……$9.03
Over 35,000 gallons…….……..$3.03

E. *Lawn and Landscape Irrigation*. All accounts shall be exempt from sanitary sewer charges on water metered solely for lawn and landscape irrigation.

F. *Industrial Users*. All industrial uses, such as canning plants, packing sheds, laundries, bottling works, milk plants and other industrial users, shall be charged a rate computed under Ordinance No. 76.16, as amended.

G. *Institutional, Etc., Users Inside City Limits*. All customers not classified as aforementioned, including institutional, religious and not-for-profit entities, shall be charged for the use of the wastewater treatment facility as follows:

Minimum monthly bill…….……$11.81

Charges per each 1,000 gallons of metered water use, or portion thereof:
0 to 15,000 gallons……..$2.28
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.) ……$10.61
15,001 to 35,000 gallons……..…$2.54
35,000 to 35,001 gallons (An addition to the base fee when this level is reached.)..……$10.27
Over 35,000 gallons…….…$2.54

H. *Commercial Laundries Inside City Limits*. Commercial customers whose principal business is the operation of a commercial laundry shall be charged for use of the city wastewater treatment facility as follows:

Minimum monthly bill…….……$14.98

Charges per each 1,000 gallons of metered water use, or portion thereof:
0 to 15,000 gallons……..$2.72
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)..……$8.66
15,001 to 35,000 gallons……..…$3.03
35,000 to 35,001 gallons (An addition to the base fee when this level is reached.)……$9.03
Over 35,000 gallons…….…$3.03

Sewer Service Provided to Customers Residing Outside of the City Limits

I. *Minimum Charge Outside City Limits:* The minimum monthly charge for all classes of customers using the City of Weslaco wastewater treatment facilities shall be Twenty three dollars and eighteen cents ($23.18) per month.

J. *Additional Charges for Single-Family Residential Users Outside City Limits.* In addition to the minimum charge listed above, a charge of two dollars and sixty-six cents ($2.66) will be made for each one thousand (1,000) gallons of water used, or portion thereof, for monthly metered consumption up to 35,000 gallons.

K. *Multi Family Outside City Limits*

(1) Minimum monthly bill (not including water):…… $17.72
Charges per each 1,000 gallons or portion thereof:
0 to 15,000 gallons ……$3.42
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)…$15.92
15,002 to 35,000 gallons……..$3.81
35,000 to 35,001gallons (An addition to the base fee when this level isreached.)…..$15.41
Over 35,001 gallons……$3.81

L. *Commercial Outside City Limits*

(1) Minimum monthly bill (not including water):…… $22.47
Charges per each 1,000 gallons or portion thereof:
0 to 15,000 gallons ……$4.08
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)…$12.99
15,002 to 35,000 gallons……..$4.55
35,000 to 35,001gallons (An addition to the base fee when this level isreached.)…..$13.55
Over 35,001 gallons……$4.55

M. *Institutional Outside City Limits*

(1) Minimum monthly bill (not including water):…… $17.72
Charges per each 1,000 gallons or portion thereof:
0 to 15,000 gallons ……$3.42
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)…$15.92
15,002 to 35,000 gallons……..$3.81
35,000 to 35,001gallons (An addition to the base fee when this level is reached.)….$15.41
Over 35,001 gallons……$3.81

N. *Commercial Laundries Outside City Limits*

(1) Minimum monthly bill (not including water):…… $19.47
Charges per each 1,000 gallons or portion thereof:
0 to 15,000 gallons ……$3.92
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)…$18.18
15,002 to 35,000 gallons……..$4.37
35,000 to 35,001gallons (An addition to the base fee when this level is reached.)….$17.61
Over 35,001 gallons……$4.37

SECTION III: All other provisions of Chapter 138, Article II, Section 138.58, and Section 138.59, and Ordinance 77-16, and Ordinance 67-10 shall remain in effect and are not being amended by this Ordinance.

SECTION IV: These amendments to Chapter 138, Article II, Section 138.58, and Section 138.59, shall be in effect after Second and Final Reading of this Ordinance.

PASSED AND APPROVED on first reading at regular meeting of the City Commission this 17th day of October, 2017.

PASSED AND APPROVED on second and final reading at regular meeting of the City Commission this ____ day of October, 2017.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Elizabeth M. Walker**, CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, **CITY ATTORNEY**

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1265
From:	
Subject: Discussion and consideration to approve Ordinance 2017-46 amending the Master Fee Schedule with respect to library fees and permit fees, and authorize the Mayor to execute any related documents. First reading of Ordinance 2017-46. Possible action. (Staffed by Finance Department.)	
Background: Each year the Finance department revisits the Master Fee Schedule to make sure that the City is covering the costs of providing services to our citizens. The Library recommends to add a fee for the use of the 3D printer. The recommended fee is consistent with what other Libraries in the valley are charging. The Planning department recommends to add a fee for small cell network providers.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted: Mayor's Signature Ordinance - First Reading	
If item previously considered, provide date and action by Commission:	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:	
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**	
Sonia Flores Mary Barrera Mike Perez	Created/Initiated Approved Final Approval
City Manager Comments: Approve.	
Staff Recommendation: Recommend approval.	
Attachments, if any: Proposed Master Fee Schedule, O2017-46	
Responsibilities upon Approval:	

CITY OF WESLACO
Master Fee Schedule

Department	Current Fees	Proposed Fees
CITY SECRETARY:		
Sound truck permit	$25 for (3) three days	$25 for (3) three days
Parades and processions	$ 50.00	$ 50.00
Premises license:		
First year	$ 25.00	$ 25.00
Every year thereafter	$ 20.00	$ 20.00
Notary public services:		
All notorial acts	$ 6.00	$ 6.00
Certified copies	$ 10.00	$ 10.00
Standard paper copy	$0.10 per page	$0.10 per page
Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper	$ 0.50	$ 0.50
Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)	actual cost	actual cost
Diskette	$ 3.00	$ 3.00
Magnetic tape	actual cost	actual cost
Data cartridge	actual cost	actual cost
Tape cartridge	actual cost	actual cost
Rewritable DC (DC-RW)	$ 1.00	$ 1.00
Non-rewritable DC (CD-R)	$ 1.00	$ 1.00
Digital video disc (DVD)	$ 3.00	$ 3.00
Jaz drive	actual cost	actual cost
Other electronic media	actual cost	actual cost
VHS video cassette	$ 2.50	$ 2.50
Audio cassette	$ 1.00	$ 1.00
Labor Charge		
For programming	$28.50 per hour	$28.50 per hour
For locating, compiling, and reproducing	$15.00 per hour	$15.00 per hour
Overhead charge	20% of labor charge	20% of labor charge
Microfiche or microfilm charge:		
Paper copy	$ 0.10 per page	$ 0.10 per page
Fiche or film copy	actual cost	actual cost
Remote document retrieval charge	actual cost	actual cost
Computer resource charge		
Mainframe	$10.00 per CPU minute	$10.00 per CPU minute
Midsize	$1.50 per CPU minute	$1.50 per CPU minute
Client/server system	$2.20 per clock hour	$2.20 per clock hour
PC or LAN	$1.00 per clock hour	$1.00 per clock hour
Miscellaneous supplies	actual cost	actual cost
Postage and shipping charges	actual cost	actual cost
Photographs	actual cost	actual cost
Maps	actual cost	actual cost
Other	actual cost	actual cost
Outsourced/contracted services	actual cost	actual cost
Vital statistics:		
Birth certificates:		
Wallet-sized certificate	$ 23.00	$ 23.00
Full-sized certified copy	$ 23.00	$ 23.00
Remote system issue	$ 23.00	$ 23.00
Death certificates:		
First copy	$ 21.00	$ 21.00
Each additional copy of same certificate	$ 4.00	$ 4.00
Plastic pouch for wallet-sized certificates	$ 1.00	$ 1.00
Plastic pouch for full-sized certificates	$ 2.00	$ 2.00
Searching fee for birth record	$ 23.00	$ 23.00
Searching fee for death record	$ 21.00	$ 21.00
Burial Transit Permit - Outside City Hall hours	$ 25.00	$ 25.00
Burial Transit Permit - tardiness penalty	$25.00 per additional half hour waiting	$25.00 per additional half hour waiting
Map fees:		
Black and White 11 × 17	$ 5.00	$ 5.00
Black and White 17 × 24	$ 7.00	$ 7.00

CITY OF WESLACO
Master Fee Schedule

Department	Current Fees	Proposed Fees
Black and White 24 × 36	$ 10.00	$ 10.00
Black and White 28 × 40	$ 12.00	$ 12.00
Black and White 36 × 48	$ 15.00	$ 15.00
Color 8½ × 11	$ 4.00	$ 4.00
Color 11 × 17	$ 10.00	$ 10.00
Color 17 × 24	$ 12.00	$ 12.00
Color 24 × 36	$ 14.00	$ 14.00
Color 28 × 40	$ 16.00	$ 16.00
Color 36 × 48	$ 20.00	$ 20.00
Street use:		
Permit Plus $20.00 per office, per hour (minimum two hours)	$ 25.00	$ 25.00
Street closure:		
Permit	$ 50.00	$ 50.00
Barricade deposit	$ 100.00	$ 100.00
FINANCE:		
Returned check fee **(Applies to all departments)**	$ 35.00	$ 35.00
Customer service inspection for existing structures:		
Commercial fixtures 1 to 20	$ 32.00	$ 32.00
Commercial fixtures 21 to 50	$ 42.00	$ 42.00
Commercial fixtures 51 and up	$ 120.00	$ 120.00
Residential	$ 32.00	$ 32.00
FIRE:		
ALS1	$ 850.00	$ 850.00
ALS2	$ 1,050.00	$ 1,050.00
Mileage (per mile)	$ 12.00	$ 12.00
ALS3	-	-
ALS4	$ 850.00	$ 850.00
BLS1	$ 650.00	$ 650.00
BLS2	$ 650.00	$ 650.00
EXT1	$ 150.00	$ 150.00
EXT2	$ 150.00	$ 150.00
EXT3	$ 150.00	$ 150.00
EXTU	$ 150.00	$ 150.00
MONI	$ 150.00	$ 150.00
NOTR	$ 50.00	$ 50.00
WAIT	EMS $50.00 ½ hour Fire Engine $150.00 per ½ hour	EMS $50.00 ½ hour Fire Engine $150.00 per ½ hour
Haz-mat response:		
Base rate per incident	$1,000.00 base rate	$1,000.00 base rate
Equipment replacement cost	20 percent plus	20 percent plus
Per each firefighter	$100.00 plus/per Firefighter	$100.00 plus/per Firefighter
EMS:		
Annual ambulance permit fee	$350.00 per company $25 per inspection	$350.00 per company $25 per inspection
Fire prevention:		
Adult day care center, annual/facility	$ 75.00	$ 75.00
Child day care center, annual/facility	$ 75.00	$ 75.00
Annual health care/nursing home/hospital inspection	$ 150.00	$ 150.00
Plan reviews/inspections after normal working hours, per hour, two-hour minimum	$ 37.50	$ 37.50
Control burning permit	$ 75.00	$ 75.00
Underground/aboveground storage tank inspection:		
Acceptance test 10,000 gallons or less, per tank	$ 75.00	$ 75.00
More than 10,000 gallons, per tank	$ 112.50	$ 112.50
Aboveground flammable liquid tank permit:		
Temporary A, 90 days	$ 75.00	$ 75.00
Temporary B, 180 days	$ 112.50	$ 112.50
Temporary C, 1 year	$ 187.50	$ 187.50
Automatic hood fire extinguisher test	$ 75.00	$ 75.00

CITY OF WESLACO
Master Fee Schedule

Department	Current Fees	Proposed Fees
New sprinkler system plan review:		
1—200 heads	$ 150.00	$ 150.00
201 or more, per head	$ 0.75	$ 0.75
over 3,000 heads, maximum	$ 2,250.00	$ 2,250.00
Hydrostatic test on underground/aboveground for sprinkler system, per hour, two-hour minimum	$ 75.00	$ 75.00
Fire alarm system test	$ 75.00	$ 75.00
Fire alarm modify, per device	$ 7.50	$ 7.50
False alarm (after second call/monthly base):		
Commercial	$ 225.00	$ 225.00
Residential	$ 75.00	$ 75.00
Bonfires	$ 300.00	$ 300.00
Fireworks displays	$ 300.00	$ 300.00
LIBRARY:		
Late fees:		
Adult books (per day)	0.10 with $7.00 maximum per item	0.10 with $7.00 maximum per item
Children's books (per day)	0.10 with $7.00 maximum per item	0.10 with $7.00 maximum per item
Videos/DVD's (per day)	1.00 with $7.00 maximum per item	1.00 with $7.00 maximum per item
Cassettes/CD's (per day)	0.25 with $7.00 maximum per item	0.25 with $7.00 maximum per item
Audio books (per day)	0.25 with $7.00 maximum per item	0.25 with $7.00 maximum per item
Tablet (per hour)	1.00 with $10.00 maximum per item	1.00 with $10.00 maximum per item
Lost card replacement—First time	$ 2.00	$ 2.00
Lost card replacement—Second time	$ 3.00	$ 3.00
Lost card replacement—Third time and after	$ 5.00	$ 5.00
Maximum fine per item	Cost of item plus $15.00 processing	Cost of item plus $15.00 processing
Interlibrary loan fee—Print	0.25 per day maximum $15.00	0.25 per day maximum $15.00
Interlibrary loan fee—DVD and Other	1.00 per day maximum $15.00	1.00 per day maximum $15.00
Lost ILL book or item	Lending library costs plus $20.00 processing	Lending library costs plus $20.00 processing
Black and white printing	$0.10 per page	$0.10 per page
Color printing	$0.50 per page	$0.50 per page
Black and white copying	$0.10 per page	$0.10 per page
Color copying	$0.50 per page	$0.50 per page
Document scanning	$0.25 per page	$0.25 per page
Local document faxing	$1.00 per page	$1.00 per page
Long distance document faxing	$1.00 per page	$1.00 per page
3D printing		$.10 per gram
3D printing late fee		$1.00 late fee Item will become property of the Library if not picked up within 14 days.
Damage fees:		
General Collection Adult Books and A/V Material	Cost of item plus $15.00 processing	Cost of item plus $15.00 processing
Special Collection Adult Books and A/V Material	Cost of item plus $25.00 processing	Cost of item plus $25.00 processing
Inter Library Loan Materials	Lending library costs plus $20.00 processing	Lending library costs plus $20.00 processing
Lost, stolen, or damaged Tablet	Dependent on damage; $300 maximum fee	Dependent on damage; $300 maximum fee
Damage to Laptops	Dependent on damage; $300 maximum fee	Dependent on damage; $300 maximum fee
Damage to Equipment	Dependent on damage; $200 maximum fee	Dependent on damage; $200 maximum fee
Auditorium and meeting room rental fees for the Mayor Eugene A. Braught Memorial Theater:		
Auditorium	$ 200.00	$ 200.00
Auditorium Half Day	$ 100.00	$ 100.00
Auditorium after hours use	$ 300.00	$ 300.00
Meeting room	$ 100.00	$ 100.00
Meeting Room Half Day	$ 25.00	$ 25.00
Meeting room after hours use	$ 200.00	$ 200.00
Auditorium/meeting room late cancellation fee	$ 50.00	$ 50.00
Auditorium or meeting room deposit for damage and overtime (refundable)	$ 100.00	$ 100.00

CITY OF WESLACO
Master Fee Schedule

Department	Current Fees		Proposed Fees	
MUNICIPAL COURT (Judicial Record):				
Warrant service fee	$ 50.00		$ 50.00	
Standard paper copy	$0.10 per page		$0.10 per page	
Diskette	$ 1.00		$ 1.00	
Magnetic tape	actual cost		actual cost	
Data cartridge	actual cost		actual cost	
Tape cartridge	actual cost		actual cost	
Rewritable DC (DC-RW)	$ 1.00		$ 1.00	
Non-rewritable DC (CD-R)	$ 1.00		$ 1.00	
Digital video disc (DVD)	$ 3.00		$ 3.00	
Jaz drive	actual cost		actual cost	
Other electronic media	actual cost		actual cost	
VHS video cassette	$ 2.50		$ 2.50	
Audio cassette	$ 1.00		$ 1.00	
Oversize paper copy (not on specialty paper such as mylar, blueprint, blueline, map or photograh)	$ 0.50		$ 0.50	
Specialty paper	actual cost		actual cost	
Labor Charge				
For programming	$28.50 per hour		$28.50 per hour	
For locating, compiling, and reproducing	$15.00 per hour		$15.00 per hour	
Overhead charge	20% of labor charge		20% of labor charge	
Certified copy	$2.00 first page		$2.00 first page	
Non-certified copy	$1.00 first page		$1.00 first page	
each additional page (certified/non-certified)	$ 0.25		$ 0.25	
PARKS & RECREATION:				
Weslaco Service Center:	***Resident***	***Non-resident***	***Resident***	***Non-resident***
(Monday—Thursday)	$ 200.00	$ 250.00	$ 200.00	$ 250.00
(Friday)	$ 500.00	$ 600.00	$ 500.00	$ 600.00
(Saturday or Sunday)	$ 600.00	$ 650.00	$ 600.00	$ 650.00
(Sunday partial day 12pm-3pm, 4pm-7pm)	$ 200.00	$ 250.00	$ 200.00	$ 250.00
Weslaco Swimming Pool rentals:	***Resident***	***Non-resident***	***Resident***	***Non-resident***
Rental of two hours	$ 225.00	$ 250.00	$ 225.00	$ 250.00
Rental of three hours	$ 275.00	$ 300.00	$ 275.00	$ 300.00
Over 50 people: one extra life guart for every 25 people	$10.00 per hr.	$10.00 per hr.	$10.00 per hr.	$10.00 per hr.
Pool classes: Gus and Goldie:	***Resident***	***Non-resident***	***Resident***	***Non-resident***
Registration of first child	$ 25.00	$ 30.00	$ 25.00	$ 30.00
Registration of second child	$ 20.00	$ 25.00	$ 20.00	$ 25.00
Family Night/Daily Pool Entrance	$ 20.00	$ 25.00	$ 20.00	$ 25.00
Weslaco parks rentals:	***Resident***	***Non-resident***	***Resident***	***Non-resident***
Pavilions with electricity	$ 50.00	$ 65.00	$ 50.00	$ 65.00
Shelters without electricity	$ 30.00	$ 35.00	$ 30.00	$ 35.00
Picnic areas no shelter/electricity	$ 20.00	$ 30.00	$ 20.00	$ 30.00
Athletic fields without lights	$ 75.00	$ 90.00	$ 75.00	$ 90.00
Athletic field with lights	$ 100.00	$ 135.00	$ 100.00	$ 135.00
Concession stand	$ 60.00	$ 75.00	$ 60.00	$ 75.00
Baseball/Softball field marking per field	$ 15.00	$ 20.00	$ 15.00	$ 20.00
Soccer/Football fields w/lights (practice only) 2 hours	$ 35.00	$ 45.00	$ 35.00	$ 45.00
Softball/Baseball w/lights (practice only) 2 hours	$ 25.00	$ 40.00	$ 25.00	$ 40.00
Soccer/Football fields no lights (practice only) 2 hours	$ 20.00	$ 40.00	$ 20.00	$ 40.00
Soccer/Football fields no lights for games	$ 150.00	$ 200.00	$ 150.00	$ 200.00
Soccer Field Rental Marking fee per field	$ 100.00	$ 150.00	$ 100.00	$ 150.00
Football Field Rental Marking fee per field	$ 150.00	$ 200.00	$ 150.00	$ 200.00
Open Space at Pablo G. Peña Park	$ 100.00	$ 150.00	$ 100.00	$ 150.00
Open Space at Isaac Rodriguez Park	$ 100.00	$ 150.00	$ 100.00	$ 150.00
Open Space at Harlon Block Park	$ 100.00	$ 150.00	$ 100.00	$ 150.00
Host 5k at Harlon Block Park	$ 100.00	$ 150.00	$ 100.00	$ 150.00
Cemetery:	***Resident***	***Nonresident***	***Resident***	***Nonresident***
Plots	$ 1,000.00	$ 1,500.00	$ 1,000.00	$ 1,500.00
Recording fees	$ 95.00	$ 95.00	$ 95.00	$ 95.00
Opening/closing (8:00 a.m.—3:00 p.m.)	$ 400.00	$ 500.00	$ 400.00	$ 500.00

CITY OF WESLACO
Master Fee Schedule

Department	Current Fees		Proposed Fees	
(after 4:00 p.m. on weekends)	$ 600.00	$ 700.00	$ 600.00	$ 700.00
(holidays)	$ 600.00	$ 700.00	$ 600.00	$ 700.00
Headstone—Single	$ 40.00	$ 60.00	$ 40.00	$ 60.00
Headstone—Double	$ 60.00	$ 80.00	$ 60.00	$ 80.00
Cremation	$ 200.00	$ 250.00	$ 200.00	$ 250.00
PLANNING & ZONING:				
Processing Fee (tech) for Building Permits, Planning Applications & Health Permits	$ 5.00		$ 5.00	
Taxicab application each driver	$ 25.00		$ 25.00	
1st Taxicab license	$ 100.00		$ 100.00	
Each additional taxicab License	$ 50.00		$ 50.00	
Game permit:				
Coin-operated machine permit, per machine, per year	$ 15.00		$ 15.00	
Premises license, yearly	$ 50.00		$ 50.00	
Subdivision platting	$350.00 + (2%) two percent inspection fee, (3%) three percent marterial testing		$350.00 + (2%) two percent inspection fee, (3%) three percent marterial testing	
Subdivision review	$ 50.00		$ 50.00	
Park Fees	$400.00 per residential lot $250.00 per apartment unit		$400.00 per residential lot $250.00 per apartment unit	
Subdivision variance fee	$50.00 per variance		$50.00 per variance	
Conditional use permit	$ 300.00		$ 300.00	
Rezoning	$ 300.00		$ 300.00	
Board of adjustments	$250 + $20.00 for each additional variance		$250 + $20.00 for each additional variance	
Food service establishment permit	$ 150.00		$ 150.00	
Seafood markets	$ 150.00		$ 150.00	
Meat markets	$ 150.00		$ 150.00	
Meat Packers	$ 150.00		$ 150.00	
Tortillerias	$ 150.00		$ 150.00	
Bakeries	$ 150.00		$ 150.00	
Special events	$ 100.00		$ 100.00	
Beer and wine on premises (BG)	$ 87.50		$ 87.50	
Beer and wine off premises (BQ)	$ 30.00		$ 30.00	
Liquor store (package store) (P)	$ 250.00		$ 250.00	
Liquor mixed beverage (lounge) (MB) at 3rd year	$ 375.00		$ 375.00	
Cleaning of vacant lots	$0.0125 cents per square foot		$0.0125 cents per square foot	
Tree trimming	$50.00 per home		$50.00 per home	
Building permit fee schedule:				
Residential construction fees minimum fee based on Total Valuation				
$1000.00 and less	$ 15.00		$ 15.00	
$1001.00 to 50,000.00	$15.00 for the first $1,000.00 plus $5.00 for each additional thousand of fraction thereof, to and including $50,000.00		$15.00 for the first $1,000.00 plus $5.00 for each additional thousand of fraction thereof, to and including $50,000.00	
$50,001.00 to $100,000.00	$260.00 for the first $50,000.00 plus $4.00 for each additional thousand of fraction thereof, to and including $100,000.00		$260.00 for the first $50,000.00 plus $4.00 for each additional thousand of fraction thereof, to and including $100,000.00	
$100,001.00 to $500,000.00	$460.00 for the first $100,000.00 plus $3.00 for each additional thosudand of fraction thereof, to and including $500,000.00		$460.00 for the first $100,000.00 plus $3.00 for each additional thosudand of fraction thereof, to and including $500,000.00	
$500,001.00 and up	$,1660.00 for the first $500,000.00 plus $2.00 for each additional thosudand of fraction thereof		$,1660.00 for the first $500,000.00 plus $2.00 for each additional thosudand of fraction thereof	
Facility Inspection	$ 25.00		$ 25.00	
Demolition fees:				
Commercial	$ 100.00		$ 100.00	
Residential	$ 50.00		$ 50.00	
Accessory structures	$ 15.00		$ 15.00	

CITY OF WESLACO
Master Fee Schedule

Department	Current Fees	Proposed Fees
Moving:		
Residential compliance inspection	$ 100.00	$ 100.00
Commercial compliance inspection	$ 100.00	$ 100.00
Special event permit:		
Type I or Type II	$ 50.00	$ 50.00
Electric permit fees:		
Electrical building permit	$ 50.00	$ 50.00
Electrical service re-connect fee	$ 30.00	$ 30.00
New Service	$ 20.00	$ 20.00
Temporary Service Pole	$ 10.00	$ 10.00
Temporary Working Clearance	$ 25.00	$ 25.00
Upgrade Service	$ 10.00	$ 10.00
First 42 Circuits	$1.00 each	$1.00 each
Next 42 Circuits	$0.50 each	$0.50 each
All Circuits above 84	$0.25 each	$0.25 each
Generator	$ 100.00	$ 100.00
Plumbing, fuel/gas permit fees:		
Plumbing, fuel/gas permit	$ 50.00	$ 50.00
Small fixtures (bathtub, drinking fountain, floor sink,floor drain, sink, lavatory, shower, urinal back-flow device assembly, water heater, water treatment, water closet, etc.)	$3.00 each (kitchen sink and disp. slop sink, waste interceptor, backflow preventer, dish washer, laundry tray, clothes washer, vacuum breaker)	$3.00 each (kitchen sink and disp. slop sink, waste interceptor, backflow preventer, dish washer, laundry tray, clothes washer, vacuum breaker)
Large fixtures (grease trap, waste interceptor, sewer line, water line, gas line, etc.)	Water heater .....$ 20.00	Water heater .....$ 20.00
	Sewer connection $100.00	Sewer connection $100.00
	Water piping .....$ 20.00	Water piping .....$ 20.00
	Gas test .....$ 50.00	Gas test .....$ 50.00
	Sewer tap $100.00	Sewer tap $100.00
	Sprinkler system .....$ 30.00	Sprinkler system .....$ 30.00
	Water meter permit fee .....$ 15.00	Water meter permit fee .....$ 15.00
	Grease trap $100.00	Grease trap $100.00
Mechanical permit fees:		
Mechanical permit	$ 50.00	$ 50.00
Heating & cooling	$10.00 for the first $1,000.00 & $2.00 for each additional $1,000.00	$10.00 for the first $1,000.00 & $2.00 for each additional $1,000.00
Tent permit fees:		
Temporary tents	$ 100.00	$ 100.00
General fees:		
Re-inspection or failed inspection	$ 45.00	$ 45.00
Emergency inspections:		
Requested with less than ½ day's notice	$ 27.00	$ 27.00
Overtime	$42.00 per hour	$42.00 per hour
Inspection requested for after 4:30 p.m. (two-hour minimum plus emergency inspection fee)	$80.00 for two hours	$80.00 for two hours
Penalties, work commencing prior to permit issued:		
First violation	Double permit fee	Double permit fee
Second and subsequent violations	Four times the permit fee	Four times the permit fee
Other violations (ex. No inspection, concealing work, occupancy without a final, license or registration violation, other code violations as adopted. Each fee is per occurance or incidence, per day until corrected.	Where work for which permit is required by this Code is started or proceeded prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fee shall not relieve any persons from fully complying with the requirements of this Code in execution of the work nor from any other penalties prescribed herein.	Where work for which permit is required by this Code is started or proceeded prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fee shall not relieve any persons from fully complying with the requirements of this Code in execution of the work nor from any other penalties prescribed herein.
First violation	$ 200.00	$ 200.00
Second violation	$ 250.00	$ 250.00
Third violation	$ 500.00	$ 500.00

CITY OF WESLACO
Master Fee Schedule

Department	Current Fees	Proposed Fees
Fourth violation	$ 750.00	$ 750.00
Permit extensions:		
First extension	$ 25.00	$ 25.00
Subsequent extension	$ 50.00	$ 50.00
Permit extension prior to permit expiration date	50% of permit fee	50% of permit fee
Registration:		
Contractor initial fee	$ 100.00	$ 100.00
Contractor annual renewal fee	$ 30.00	$ 30.00
Refunds:		
Refunds must meet the following criteria: 1. No work has started, 2. The permit has not expired, 3. All refunds must be approved by the building official 4. Request must be made in writing.	Refunds are refunded at 90 percent of original permit fee less $25.00 and review and applicable trip charges. Refunds are processed by the City of Weslaco Finance Department only. No cash refunds will be allowed for any purpose.	Refunds are refunded at 90 percent of original permit fee less $25.00 and review and applicable trip charges. Refunds are processed by the City of Weslaco Finance Department only. No cash refunds will be allowed for any purpose.
City registration	$ 10.00	$ 10.00
Delicatessen	$ 150.00	$ 150.00
Food handlers	$ 10.00	$ 10.00
Food manager's license	$ 15.00	$ 15.00
Fruit and vegetable	$ 100.00	$ 100.00
Garage sale permit	$ 10.00	$ 10.00
Health permit	$ 100.00	$ 100.00
Heimlich poster	$ 5.00	$ 5.00
Produce	$ 75.00	$ 75.00
Public cafeteria	$ 150.00	$ 150.00
Reinspection fee	$ 25.00	$ 25.00
Retail food establishment	$ 150.00	$ 150.00
Temporary permit	$20.00 per day	$20.00 per day
Vendor application fee	$ 75.00	$ 75.00
Small Cell Network Provider		
First Five (5) Network Nodes	$ -	$ 500.00
Each Additional Node	$ -	$ 250.00
Per Pole	$ -	$ 1,000.00
POLICE:		
Fingerprints	$ 10.00	$ 10.00
Wrecker permits, annually	$ 15.00	$ 15.00
Funeral escort	$ 150.00	$ 150.00
Bank escort	$ 50.00	$ 50.00
Alarm permits (annual)	$ 25.00	$ 25.00
Accident report	$ 6.00	$ 6.00
Local police background check	$ 10.00	$ 10.00
Certified copy	$ 2.00	$ 2.00
PUBLIC WORKS:		
Urban development		
Traffic safety signs:		
30 inches, stop with post	$ 200.00	$ 200.00
24 inches, stop with post	$ 175.00	$ 175.00
9 × 30 extruded street name with post	$ 200.00	$ 200.00
9 × 24 extruded street name with post	$ 175.00	$ 175.00
9 × 18 extruded street name with post	$ 175.00	$ 175.00
Fire hydrants, blue payment marker	$ 75.00	$ 75.00
24" × 30" speed limit sign with post	$ 175.00	$ 175.00
18" × 24" "We Love Our Children" sign with post	$ 175.00	$ 175.00
PUBLIC UTILITIES:		
Reconnection Fee	$ 15.00	$ 15.00
Meter Tested	1 free/year; $10.00 each thereafter	1 free/year; $10.00 each thereafter
Re-read	$10.00 3rd request	$10.00 3rd request
Profile	$0.10 per page	$0.10 per page
After Hours	$ 10.00	$ 10.00

CITY OF WESLACO
Master Fee Schedule

Department	Current Fees	Proposed Fees
INFORMATION TECHNOLOGIES:		
Badge Replacement	$ 7.00	$ 7.00
HUMAN RESOURCES:		
Safety and Accident Prevention Manual (Lost/Stolen/Damage	$ 20.00	$ 20.00
AIRPORT:		
Oil		
Aeroshell W/100 Ashless	$ 9.00	$ 9.00
Castrol Aviator AD100 Ashless	$ 9.00	$ 9.00
Airport Access Cards		
Replacement Card	$ 50.00	$ 50.00
Miscellaneous		
Call out fee	$50.00 first hour/$30.00 every hour after	$50.00 first hour/$30.00 every hour after
Tug	$ 15.00	$ 15.00
GPU/A/C Unit	$50.00 if less than 150 gallons purchased	$50.00 if less than 150 gallons purchased
Courtesy car	$35.00 if no fuel is purchased (Customer may use car maximum of two hours in the U.S.)	$35.00 if no fuel is purchased (Customer may use car maximum of two hours in the U.S.)

ORDINANCE 2017-46

AN ORDINANCE AMENDING ORDINANCE 2013-07, THE MASTER FEE SCHEDULE, TO REVISE EXISTING FEES AND ESTABLISH NEW FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT:

SECTION 1. APPROVAL. Ordinance 2013-07 passed and approved on July 2, 2013 as "The Master Fee Schedule Ordinance" and Codified as Section 2-190 of The Weslaco Code of Ordinances is hereby amended so that after final reading it shall read as follows:

ARTICLE VI. MASTER FEE SCHEDULE
Section 2-190. Scheduled established.

The fee schedule attached as an Exhibit to this Ordinance is hereby adopted as if fully forth herein. The City Commission may hereafter amend or replace this fee schedule at anytime.

SECTION 2. All other provisions of Ordinance 2013-07 shall remain in full force and effect.

SECTION 3. SEVERABILITY CLAUSE. It is the intent of the City Commission that each sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be deemed severable and, should any such sentence, paragraph, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of the Ordinance left standing.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect upon final reading.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 17th day of October, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ___ day of _____, 2017.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____

Juan E. Gonzalez**, CITY ATTORNEY**

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1303
From:	
Subject: Discussion and consideration to approve a Performance Contracting Agreement with Siemens Industry, Inc. for a turn-key solution to implement capital intensive improvements utilizing energy, operational savings and increased revenue to offset the cost of improvements, and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.)	
Background: On June 20, 2017, the City Commission approved the execution of a Letter of Intent authorizing Siemens Industry, Inc. to proceed with an Investment Grade Audit for implementation of an energy savings program. A workshop was held September 27th to discuss the results of the Audit and a modified scope of work was developed based on discussion during that workshop. Chad Nobles will be present to discuss further details regarding the Scope of Work included in the Performance Contracting Agreement, and the Cash Flows related to the proposed project.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
Elizabeth Walker Mike Perez	Created/Initiated Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Recommend approval.		
Attachments, if any: Scope Summary, Cash Flows		
Responsibilities upon Approval:		

Draft Cash Flow – 15 Year Plus Construction – Fixed Payments – 2.5%
Sell Price = $7,858,173.00

SIEMENS

Year	Operational Savings	Water Meter Increased Billables	Energy Savings	Gross Savings	Principal & Interest Level Debt Payments (3rd Party)	Performance Assurance M&V (Siemens)	Meter Software Hosting (0.20/mtr) (3rd Party)	Annual Net Cashflow	Cumulative Net Cashflow
FYE 18	$ 2,351	$ 224,905	$ 20,622	$ 247,878	$ 194,454		$ 6,302	$ 47,122	$ 47,122
FYE 19	$ 9,405	$ 899,619	$ 82,489	$ 991,513	$ 634,677	$ 22,691	$ 25,207	$ 308,938	$ 356,060
FYE 20	$ 9,687	$ 930,641	$ 82,489	$ 1,022,817	$ 634,677	$ 23,372	$ 25,207	$ 339,561	$ 695,621
FYE 21	$ 9,978	$ 961,662	$ 82,489	$ 1,054,129	$ 634,677	$ 24,073	$ 25,207	$ 370,172	$ 1,065,793
FYE 22	$ 10,277	$ 992,683	$ 82,489	$ 1,085,449	$ 634,677	$ 25,291	$ 25,963	$ 399,518	$ 1,465,310
FYE 23	$ 10,585	$ 1,023,705	$ 82,489	$ 1,116,779	$ 634,677	$ 27,352	$ 26,742	$ 428,008	$ 1,893,319
FYE 24	$ 10,903	$ 1,054,726	$ 84,964	$ 1,150,593	$ 634,677	$ 29,581	$ 27,545	$ 458,790	$ 2,352,109
FYE 25	$ 11,230	$ 1,085,747	$ 87,513	$ 1,184,490	$ 634,677	$ 31,992	$ 28,371	$ 489,450	$ 2,841,559
FYE 26	$ 11,567	$ 1,284,752	$ 90,138	$ 1,386,457	$ 634,677	$ 34,600	$ 29,222	$ 687,958	$ 3,529,517
FYE 27	$ 11,914	$ 1,320,440	$ 92,842	$ 1,425,196	$ 634,677	$ 39,201	$ 30,099	$ 721,219	$ 4,250,736
FYE 28	$ 12,271	$ 1,356,128	$ 95,627	$ 1,464,026	$ 634,677	$ 44,415	$ 31,002	$ 753,933	$ 5,004,669
FYE 29	$ 12,640	$ 1,391,815	$ 98,496	$ 1,502,951	$ 634,677	$ 45,748	$ 31,932	$ 790,594	$ 5,795,263
FYE 30	$ 13,019	$ 1,427,502	$ 101,451	$ 1,541,972	$ 634,677	$ 49,475	$ 32,890	$ 824,930	$ 6,620,193
FYE 31	$ 13,409	$ 1,463,190	$ 104,495	$ 1,581,094	$ 634,677	$ 50,960	$ 33,876	$ 861,581	$ 7,481,774
FYE 32	$ 13,812	$ 1,498,878	$ 107,629	$ 1,620,319	$ 634,677	$ 55,113	$ 34,893	$ 895,636	$ 8,377,410
FYE 33	$ 14,226	$ 1,534,565	$ 110,858	$ 1,659,649	$ 634,677	$ 62,445	$ 35,939	$ 926,587	$ 9,303,997

Note: FYE18 would be interest only payment and assumes 25% of savings will be achieved during construction.

Restricted © Siemens AG 2017

Draft Cash Flow – 15 Year Plus Construction – Fixed Payments – 2.5%
Sell Price = $7,858,173.00

SIEMENS

Year	Operational Savings	Water Meter Increased Billables	Energy Savings	Gross Savings	Principal & Interest Level Debt Payments (3rd Party)	Performance Assurance M&V (Siemens)	Meter Software Hosting (0.20/mtr) (3rd Party)	Annual Net Cashflow	Cumulative Net Cashflow
FYE 18	$ 2,351	$ 224,905	$ 20,622	$ 247,878	$ 194,454		$ 6,302	$ 47,122	$ 47,122
FYE 19	$ 9,405	$ 899,619	$ 82,489	$ 991,513	$ 634,677	$ 22,691	$ 25,207	$ 308,938	$ 356,060
FYE 20	$ 9,687	$ 930,641	$ 82,489	$ 1,022,817	$ 634,677	$ 23,372	$ 25,207	$ 339,561	$ 695,621
FYE 21	$ 9,978	$ 961,662	$ 82,489	$ 1,054,129	$ 634,677	$ 24,073	$ 25,207	$ 370,172	$ 1,065,793
FYE 22	$ 10,277	$ 992,683	$ 82,489	$ 1,085,449	$ 634,677	$ 25,291	$ 25,963	$ 399,518	$ 1,465,310
FYE 23	$ 10,585	$ 1,023,705	$ 82,489	$ 1,116,779	$ 634,677	$ 27,352	$ 26,742	$ 428,008	$ 1,893,319
FYE 24	$ 10,903	$ 1,054,726	$ 84,964	$ 1,150,593	$ 634,677	$ 29,581	$ 27,545	$ 458,790	$ 2,352,109
FYE 25	$ 11,230	$ 1,085,747	$ 87,513	$ 1,184,490	$ 634,677	$ 31,992	$ 28,371	$ 489,450	$ 2,841,559
FYE 26	$ 11,567	$ 1,284,752	$ 90,138	$ 1,386,457	$ 634,677	$ 34,600	$ 29,222	$ 687,958	$ 3,529,517
FYE 27	$ 11,914	$ 1,320,440	$ 92,842	$ 1,425,196	$ 634,677	$ 39,201	$ 30,099	$ 721,219	$ 4,250,736
FYE 28	$ 12,271	$ 1,356,128	$ 95,627	$ 1,464,026	$ 634,677	$ 44,415	$ 31,002	$ 753,933	$ 5,004,669
FYE 29	$ 12,640	$ 1,391,815	$ 98,496	$ 1,502,951	$ 634,677	$ 45,748	$ 31,932	$ 790,594	$ 5,795,263
FYE 30	$ 13,019	$ 1,427,502	$ 101,451	$ 1,541,972	$ 634,677	$ 49,475	$ 32,890	$ 824,930	$ 6,620,193
FYE 31	$ 13,409	$ 1,463,190	$ 104,495	$ 1,581,094	$ 634,677	$ 50,960	$ 33,876	$ 861,581	$ 7,481,774
FYE 32	$ 13,812	$ 1,498,878	$ 107,629	$ 1,620,319	$ 634,677	$ 55,113	$ 34,893	$ 895,636	$ 8,377,410
FYE 33	$ 14,226	$ 1,534,565	$ 110,858	$ 1,659,649	$ 634,677	$ 62,445	$ 35,939	$ 926,587	$ 9,303,997

Note: FYE18 would be interest only payment and assumes 25% of savings will be achieved during construction.

Restricted © Siemens AG 2017

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1314
From:	
Subject: Discussion and consideration to accept the lowest and most advantageous proposal for tax exempt financing of certain equipment required in connection with the Energy Savings Performance Contract with Siemens Industry, Inc. as requested in Request for Proposals No. 2017-18-02, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)	
Background: Consideration of this item is contingent upon the approval of the item awarding the Performance Contracting Agreement with Siemens Industry, Inc. If that item is approved, then the City can consider and accept the best qualified and most advantageous response to the RFP for Financing of the project scope of work. Chad Nobles will be present to provide further details regarding the scope of work, the financing and any other information required to give the item full consideration.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		

Elizabeth Walker	Created/Initiated
Mary Barrera	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
If Performance Contracting Agreement is approved with Siemens Industry, Inc., then staff recommends approval of the most advantageous respondent to the RFP for Financing of the Project Scope of Work.
Proposals will be received and evaluated with a recommendation at the meeting.

Attachments, if any:

RFP 2017-18-02
Responsibilities upon Approval:

REQUEST FOR PROPOSAL

CUSTOMER: **CITY OF WESLACO**

RFP DATE: October 3, 2017

RFP DUE DATE: **OCTOBER 13, 2017**

ESCO - CONTACT:

Louis Skarosi
Siemens Industry, Inc.
887 Deerfield Parkway
Buffalo Grove, IL 60089
Direct Dial (224) 279-3509
Louis.skarosi@siemens.com

The City of Weslaco ("Weslaco") has selected Siemens Industry, Inc., Building Technologies division ("Siemens") to develop an Energy Savings Performance Contract (the "ESPC"). Weslaco has received a scope of work from Siemens to complete approximately Eight Million Eight Hundred Seven Thousand Four Hundred and Forty Six Dollars ($8,807,446.00) in energy savings measures located within, owned and managed by Weslaco. Weslaco is seeking proposals for the tax exempt financing of certain equipment required in connection with the energy savings measures described in the ESPC. The financing will be in an amount not to exceed Eight Million Eight Hundred Seven Thousand Four Hundred Forty Six Dollars ($8,807,446.00) with a construction period of twelve (12) months and an amortization period of fifteen (15) years. The construction period will begin approximately December 11, 2017 and be completed approximately January 1, 2019. Repayment of the financing will begin at the end of the construction period, with the first payment due in the month of January, 2019.

Invitations are extended for proposals using the attached proposal format. Further proposal terms are listed below.

Properly Completed Responses will include:

1. Signed and dated proposal letter addressing proposal information below
2. Schedule of payments and amortization schedule including any purchase options or call features
3. A copy of the proposed financing agreement

If your organization is unable to submit a financing proposal for this opportunity, we request the courtesy of an email response to that effect for the Weslaco records.

Attachments:

1. Excel Workbook titled: "City of Weslaco Cash Flow"
2. "Weslaco Project Scope Overview"

Proposal Information

Borrower / Lessee:	CITY OF WESLACO, TEXAS
Financing Amount:	$ 8,807,446.00
Project Information:	Amortization period of fifteen (15) years following a twelve (12) month construction period. The construction period will begin approximately December 11, 2017 and be completed approximately January 1, 2019.
Bank Qualified:	This arrangement will be bank qualified.
Financing Term:	The financing arrangement will be dated as of December 1, 2017 and will run for a period of approximately 16 years (including 12 month construction period).
Payments:	TWO OPTIONS: 1) Quarterly, in arrears through the term of the agreement 2) Annually, in arrears through the term of the agreement
Contract:	A tax exempt financing agreement between Lender and Weslaco. The selected Lender will submit a financing agreement that meets Weslaco requirements and specifications, and by counsel for Weslaco. An option for partial pre-payment in part or in whole at any time must be provided as a part of the financing agreement. Please describe your procedure and any related fees or penalties in the event a pre-payment option is exercised.
Security:	The Lender will be secured by Weslaco's obligation to pay the debt service payments, and by a security interest in the equipment purchased for the energy savings measures to be installed by Siemens. The agreement will also have non-appropriation language.
Fixed Interest Rate:	All-in rate. Please use the index underlying your rate quote which is published for October 10, 2017. Please include all documentation, set-up, origination and other costs, etc. in the proposed interest rate. No additional costs or fees associated with locking the interest rate will be accepted. The proposal should include an interest rate that assumes a close date of December 1, 2017.
Index:	Please provide an interest rate index and margin for your rate quote to be used beyond October 10, 2017, or any other rate expiration date included in your proposal. Please utilize like-maturity Treasury index and discuss how the spread is calculated. If your organization uses another index please describe the index and source of data that can be accessed from publicly available information.

Escrow Account: Please provide a listing of all applicable escrow account fees.

Amortization Schedule: Please provide the amortization schedule associated with your proposal.

Conditions to Proposal

Acceptance or Rejection: Weslaco reserves the right to select, accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request for Proposal; and establish financing at any time.

Submission of Proposals: The Lender's proposal will be transmitted via email and must be received on or before 5:00 p.m. PDT, October 13 2017 addressed as follows:

Mr. Homer Rhodes
City of Weslaco
Purchasing Agent/Finance Dept.
hrhodes@weslacotx.gov

Proposals received prior to the closing date shall be kept secured until RFP closing. Weslaco shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date.

Execution of Proposals: Each proposal shall give the complete mailing address of the firm and be signed by an authorized representative with his or her name and legal title typed below the signature line.

Notice of Award: An award is made on the execution of the Lender's proposal by a qualified representative of Weslaco and the written contract by the all parties. Only Weslaco is authorized to issue news releases relating to this Request for Proposal, its evaluation, award and/or performance of the tax exempt financing.

Prohibition of Gratuities: Neither the successful firm nor any person, firm or corporation employed by the successful firm in the performance of this contract shall offer or give any gift, money or any item of value or any promise of future award or compensation to any employee of Weslaco at any time.

No Liability: WESLACO shall have no liability, obligation nor shall it be compelled to enter into any financing arrangement as a result of issuing this Request for Proposal.

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1291
From:	
Subject: Discussion and consideration to purchase a 2018 F-550 Fire Utility Vehicle from Buyboard under the Fire Department Apparatus replacement fund 2017-2018 budget at a cost not to exceed $225,000.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)	
Background: This is a custom specification unit to be built to meet the mission and objectives of the Weslaco Fire Department and will have the capability of supporting operations with special light weight equipment and supplying mobile breathing air for SCBA's (Self Contained Breathing Apparatus)at Fire operations, Technical Rescue operations, water rescue and recovery operations, Hazardous Material Response operations, and Field Training. This is under the Fire Department Apparatus Replacement Program. This vehicle will be financed over 10 year's at a cost of approximately $25,000 a year. This equipment is needed to support all field duties in the Fire Departments daily operations. This unit will have generator power and external lighting, Medical response and rehab capabilities, fire suppression CAFS capabilities (Compressed Air Foam System). On November 2017 we might see a 2-3% increase will be seen on fire apparatus due to material cost and labor increases as per industry reports which will be above the increase seen yearly following every January. This unit's spec's were under buy board specifications and pricing with the best value and pricing.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted: Mayor's Signature
If item previously considered, provide date and action by Commission:
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**

Antonio Lopez	Created/Initiated
Antonio Lopez	Approved
Mary Barrera	Approved
Mike Perez	Final Approval

City Manager Comments: Approve.
Staff Recommendation:

Attachments, if any: 2018 Apparatus Replacement Program , Apparatus Replacement Program, Apparatus Replacement Program , Apparatus Replacement Program
Responsibilities upon Approval:

Specification for Weslaco FD
Light Duty Rescue
September 12, 2017

One (1) Proposal Response (Rescue)
00-02-2820

INTENT OF PROPOSAL SPECIFICATIONS

It is the intent of these PROPOSAL specifications to cover the furnishing and delivery, to the Weslaco Fire Department a complete rescue apparatus equipped as hereinafter specified.

These proposal specifications exceed the minimum requirements of the Fire Department and are intended to provide details of construction and materials, and where not otherwise specified, are left to the discretion of Ferrara Fire Apparatus, Inc.

Ferrara Fire Apparatus, Inc. shall be solely responsible for the design and construction of all non-specified features. The apparatus shall conform to the current edition of the National Fire Protection Associations Pamphlet.

Ferrara Fire Apparatus, Inc. as an established manufacturer with a certainty of being capable of furnishing parts, service and technical assistance for the next TWENTY (20) Years.

Ferrara Fire Apparatus, Inc. is furnishing, satisfactory evidence of its ability to construct the specified apparatus and certifies that the location of the factory where the apparatus is to be built is at 27855 James Chapel Road Holden, LA 70744.

Construction utilized shall be rugged and safety factors have been provided to carry loads as specified and to meet the road requirements and speed conditions as set forth under "Performance Tests and Requirements".

Welding shall not be employed in the assembly of the apparatus in a manner that shall prevent the removal of major component parts for service and/or repair. This includes the following but is not limited to compartment doors, hinges, fender liners, running boards, and etcetera.

VEHICLE STABILITY

The height of the fully loaded vehicle center of the gravity shall not exceed the chassis manufacturer maximum.

The front to rear weight distribution of the fully loaded vehicle shall be within the limits set by the chassis manufacturer. The front axle loads shall not be less than the minimum axle loads specified by the chassis manufacturer, under full load and all other loading conditions.

The difference in weight on the end of each axle, from side to side, when the vehicle is fully loaded and equipped shall not exceed 7%.

PERFORMANCE TEST AND REQUIREMENTS

The apparatus will meet the performance requirements at elevations of 2000 feet (610m) above sea level.

The apparatus will meet the performance requirements while stationary on any grade of up to and including 6% in any direction.

From a standing start, the vehicle will attain a true speed of 35 mph (56 km/h), within 25 seconds on a level road.

The apparatus will obtain a minimum top speed of 50 mph (80 km/h) on a level road.

The apparatus will be able to maintain a speed of at least 20 mph (32 km/h), on any grade up to and including 6%.

The apparatus will be tested and approved by Underwriters Laboratories Incorporated in accordance with the standard practices for pumping engines.

ROAD TEST

Each manufacturer will conduct road test to verify that the complete apparatus is capable of compliance:

The test will be conducted on a dry, level, paved road that is in good condition. The engine will not operate in excess of the maximum no load governed speed.

Acceleration test will consist of two runs in opposite direction over the same route.

The vehicle will attain a true speed of 35 mph (56 km/h) from a standing start within 25 seconds.

The vehicle will attain a minimum top speed of not less than 50 mph (80 km/h).

If the apparatus is equipped with an auxiliary braking system, the apparatus manufacturers will road test the system to confirm that the system is functioning as intended by the auxiliary braking system manufacturer.

The service brakes will bring the fully laden apparatus to a complete stop from an initial speed of 20 mph (32 km/h) in a distance not exceeding 35 feet (10.7M) by actual measurement, on a substantially hard, level surface road that is free of loose material, oil, or grease.

FAILURE TO MEET TESTS

In the event the apparatus fails to meet the test requirements of these specifications on the first trials, second trials may are made at the option of the Ferrara Fire Apparatus, Inc. within thirty-(30) days of the date of the first trials.

Such trials shall be final and conclusive and failure to comply with changes, as the purchaser may consider necessary to conform to any clause of the specifications within thirty-(30) days after notice is given to Ferrara Fire Apparatus, Inc. of such changes shall also because of rejection of the apparatus.

Permission to keep or store the apparatus in any building owned or occupied by the purchaser or its use by the Fire Department during the above-specified period with the permission of the Ferrara Fire Apparatus, Inc. shall not constitute acceptance.

PRODUCT LIABILITY INSURANCE

Due to the high cost of replacement of said Rescue Apparatus and to protect the customer of his full rights, Ferrara Fire Apparatus, Inc. carries garage liability insurance equal to or in excess of $26,000,000.00.

INFORMATION SUPPLIED AT TIME OF DELIVERY

Information required at time of delivery to be supplied by Ferrara Fire Apparatus, Inc. shall include:

(1) The manufacturer's record of apparatus construction details, including the following information:

(a) Owner's name and address
(b) Apparatus manufacturer, model, and serial number
(c) Chassis make, model, and serial number
(d) GVWR of front and rear axles
(e) Front tire size and total rated capacity in pounds (kilograms)
(f) Rear tire size and total rated capacity in pounds (kilograms)
(g) Chassis weight distribution in pounds (kilograms) with water and manufacturer-mounted equipment (front and rear)
(h) Engine make, model, and serial number, rated horsepower, related speed and governed speed
(i) Type of fuel and fuel tank capacity
(j) Electrical system voltage and alternator output in amps

(k) Battery make, model, and capacity in cold cranking amps (CCA)
(l) Chassis transmission make, model, and serial number; and if so equipped, chassis transmission PTO(s) make, model, and gear ratio
(m) Pump make, model, rated capacity in gallons per minute (liters per minute where applicable), and serial number
(n) Pump transmission make, model, serial number, and gear ratio
(o) Auxiliary pump make, model, rated capacity in gallons per minute (liters per minute where applicable), and serial number
(p) Water tank certified capacity in gallons or liters
(q) Foam tank (if provided) certified capacity in gallons or liters
(r) Paint manufacturer and paint number(s)
(s) Company name and signature of responsible company representative

(2) Certification of slip resistance of all stepping, standing, and walking surfaces

(3) If the apparatus has a fire pump or an industrial supply pump, the pump manufacturer's certification of suction capability

(4) If the apparatus has a fire pump or an industrial supply pump, a copy of the apparatus manufacturer's approval for stationary pumping applications

(5) If the apparatus has a fire pump or an industrial supply pump, the engine manufacturer's certified brake horsepower curve for the engine furnished, showing the maximum governed speed

(6) If the apparatus has a fire pump or an industrial supply pump, the pump manufacturer's certification of the hydrostatic test

(7) If the apparatus has a fire pump or an industrial supply pump, the certification of inspection and test for the fire pump or the industrial supply pump

(8) If the apparatus has a fixed line voltage power source, the certification of the test for the fixed power source

(9) If the apparatus is equipped with an air system, test results of due air quality, the SCBA fill station, and the air system installation

(10) Weight documents from a certified scale showing actual loading on the front axle, rear axle(s), and overall fire apparatus (with the water tank full but without personnel, equipment, and hose)

(11) Written load analysis and results of the electrical system performance tests required in Chapter 13

(12) When the apparatus is equipped with a water tank, the certification of water tank capacity

The Fire Apparatus Manufacture will also provide documentation of the following items for the entire apparatus and each major operating system or major component of the apparatus:

(1) Manufacturer's name and address

(2) Country of manufacture

(3) Source for service and technical information

(4) Parts replacement information

(5) Descriptions, specifications, and ratings of the chassis, pump (if applicable), and aerial device

(6) Wiring diagrams for low voltage and line voltage systems to include the following information:

(a) Pictorial representations of circuit logic for all electrical components and wiring
(b) Circuit identification
(c) Connector pin identification
(d) Zone location of electrical components
(e) Safety interlocks
(f) Alternator-battery power distribution circuits

(g) Input/output assignment sheets or equivalent circuit logic implemented in multiplexing systems

(7) Lubrication charts

(8) Operating instructions for the chassis, any major components such as a pump or aerial device, and any auxiliary systems

(9) Precautions related to multiple configurations of aerial devices, if applicable

(10) Instructions regarding the frequency and procedure for recommended maintenance

(11) Overall apparatus operating instructions

(12) Safety considerations

(13) Limitations of use

(14) Inspection procedures

(15) Recommended service procedures

(16) Troubleshooting guide

(17) Apparatus body, chassis, and other component manufacturer's warranties

(18) Special data required by this standard

(19) Copies of required manufacturer test data or reports, manufacturer certifications, and independent third-party certifications of test results

(20) A material safety data sheet (MSDS) for any fluid that is specified for use on the apparatus

(21) One-(1) copy of the latest edition of FAMA's Fire Apparatus Safety Guide

The Fire Apparatus Manufacture shall deliver with the apparatus all manufacturers' operations and service documents supplied with components and equipment that are installed or supplied.

LIABILITY

Ferrara Fire Apparatus, Inc. if deemed the successful bidder shall defend any and all suits assume all liability for the use of any patented process, advice or article forming a part of the apparatus or any appliance furnished under contract.

One (1) 00-12-0420 Manufacturer - Virtual

VIRTUAL MANUFACTURING

The manufacturer shall have a web site available for the customers to 'watch' their unit being produced. The "Trucks in Production" shall be updated a minimum of three-(3) times per week.

The web site shall also include documentation of cab and body crash tests, take a virtual tour of the production facility, videos of both current and new innovative products, updates on trade shows, photos of new deliveries and the opportunity to include customer 'Action Photo's'.

Customer shall be able to access the web site without the requirement of a password.

One (1) 00-12-0620 Principal Dimensions

PRINCIPAL DIMENSIONS

The apparatus shall have the following dimensions:

Overall Length: 26’7”
Overall Height: 8’6 ¼”
Wheelbase: 203”
Cab to Axle: 84”

One (1) Certified Welders
00-12-0820

CERTIFIED WELDERS

The manufacturer shall employ individuals that are certified aluminum and stainless steel welders. The welders shall be certified by an outside testing laboratory. The certifications shall be available for viewing through the Human Resources office upon request.

One (1) Body Weight
00-12-1020

BODY WEIGHT DOCUMENTATION

The manufacturer shall weigh each body prior to mounting on the chassis. The information shall be included in the documentation of the finished vehicle. Each body produced by the manufacturer shall be weighed, not just one body per model.

One (1) Drawings - Approval
00-14-0620

DRAWING, APPROVAL

Prior to construction, the successful bidder shall provide three-(3) approval drawings of the apparatus for the fire department's review. The drawings shall show such items as the chassis being utilized, lights, horns, sirens, pump panels, and all compartment locations and dimensions. The blueprint shall be a visual interpretation of the unit as it is to be constructed. The buying authority shall sign all drawings. One-(1) print shall be retained by the Fire Department, the dealer/sales representative shall retain one-(1) print, and one-(1) print shall be returned to the manufacturer.

Three (3) Final Inspection - Factory (Lodging/Meals) Per Person
00-16-6420

INSPECTION TRIP, FINAL

There will be a final inspection for Three (3) representatives of the buying authority at the facility where the apparatus is being constructed. The inspection trip will be completed when the apparatus is complete. Factory and Sales representatives will be available at the time of inspection.

The final inspection will include as a minimum:

-Full access to the build file and factory personnel to provide answers for any issues found.
-Unit will be placed on a lift that will allow full inspection of the undercarriage.
-Road test shall be accommodated.

-Unit will be taken to pump test area where the pump and plumbing can be inspected while flowing water.
-General apparatus orientation and operation shall be provided at the pump test pit.

Lodging and meals will be the responsibility of the manufacturer.

Transportation will be the responsibility of Fire Department.

One (1) Factory Instruction - US Departments (Per Day)
00-16-8220

FACTORY INSTRUCTION

There shall be One (1) day(s) of instruction provided by a factory authorized representative. This representative shall provide instruction to the department on the operation, maintenance and care of the apparatus delivered, as well as any equipment supplied with the apparatus.

Five Hundred (500)
00-18-0820 Vehicle Transportation - Over the Road (Per Mile)

TRANSPORTATION

To insure proper break-in of all components while still under warranty, the apparatus shall be delivered over the road under its own power (Rail and/or truck freight shall not be acceptable).

One Hundred Twenty (120)
00-18-1820 Delivery Time:(AROC)Calendar Days

DELIVERY

The manufacturer will deliver the completed apparatus in one hundred twenty (120) calendar days receipt of the approved signed off pre construction changes.

The manufacturer shall not be held liable for changes arising from its failure to make or delay in making delivery because of fire, flood, strike, riot, chassis shortage, accidents, acts of God, or any circumstances beyond our control.

One (1) Vehicle Familiarization & Demonstration
00-18-2020

VEHICLE FAMILIARIZATION & DEMONSTRATION

Familiarization and demonstration of the vehicle shall be by a competent and qualified person as defined in the current standard of NFPA 1901 standard.

Familiarization of the vehicle shall include the following:

13) How to locate gauges or indicators and check all fluid levels and operational issues of the vehicle

14) How to tilt the chassis cab or hood assembly for access to the engine, fire pump, or aerial control, or any other device to allow access to fluids or for required maintenance

15) Interior cab controls, instruments, mirrors, safety devices or alarms, brake operations, transmission control, pump controls, exhaust regeneration (if provided), seat adjustments, warning light engagement, and other operational equipment

16) If the apparatus is provided with a fire pump system, the following minimum instructions:
a) Setting of parking brake, proper transmission gear, and fire pump engagement operations
b) Throttle control
c) Primer and tank-to-pump operation
d) Use of pressure control devices
e) Tank refilling operations
f) Proper operation of discharge controls
g) Proper shutdown and draining of system

5) If the apparatus is provided with a generator, the following minimum instructions
a) Proper engagement if driven by the chassis
b) Startup, operation, and shutdown of generator
c) Monitoring of controls and instruments

6) If the apparatus is provided with a foam system, the following minimum instructions:
a) Startup, operation, and shutdown of foam system
b) Setting of foam percentages and other operational settings
c) Proper flushing and draining of the system

7) If the apparatus is provided with a water tower or aerial device, the following minimum instructions:
a) Positioning and locating the vehicle for safe operations
b) Chassis parking brakes and engagement of hydraulic system
c) Deployment of stabilization devices and use of ground pads
d) Operation of elevation, extension, and rotation of the aerial device
e) Operation of waterway, nozzle, and other firefighting devices of aerial device
f) Operation and use of breathing air system (if provided)
g) Specific aerial device maintenance and service areas for operators
h) Shutdown and return to service operations
i) Operation of tip controls and platform controls
j) General familiarization and demonstration of aerial device
k) Review of all safety devices, interlocks, and operational Hazards

One (1) 00-22-0220 Service Contacts

MANUFACTURER SERVICE CONTACTS

The manufacturer must have a 24 hour/ 7 day a week, toll-free emergency hot line. The manufacturer must be capable of providing both in-house and on-site service for the apparatus. The service technicians shall be EVT certified in compliance with NFPA 1071 classifications F2 through F6. On-site service and maintenance shall be the primary function, to eliminate the vehicle having to leave the fire department jurisdiction. Copies of the certifications shall be made available through the Human Resources office.

One (1) 00-22-0620 Company Service Vehicles

SERVICE VEHICLES

The manufacturer shall have a minimum of 10 full time, company owned, service vehicles. The vehicles shall be available 24 hours a day, seven days a week to respond to customer needs. The Service Vehicles shall be operated by full time EVT Certified Technicians.

One (1) 00-22-0820 Replacement Parts

REPLACEMENT PARTS

Replacement parts shall be available directly from the manufacturer, as well as the dealer and or service centers.

One (1) 00-G2-1820 CHASSIS - Ford F550 (19.5K GVW/4-Door/4 Wheel Drive)

CHASSIS-Ford F550 19.5K GVWR 4 door 4x4 84"CA

Dimensions

* Exterior length: 265.2" * Cab to axle: 84.0"
* Exterior width: 105.9" * Exterior height: 81.8"
* Wheelbase: 193.0" * Front track: 74.8"
* Rear track: 74.0" * Min ground clearance: 8.2"
* Front legroom: 43.9" * Rear legroom: 43.6"
* Front headroom: 40.8" * Rear headroom: 40.4"
* Front hiproom: 62.5" * Rear hiproom: 64.7"
* Front shoulder room: 66.7" * Rear shoulder room: 65.9"
* Passenger volume: 131.7cu.ft. * Cargo volume: 52.1cu.ft.
* Maximum cargo volume: 52.1cu.ft.

Powertrain

* Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection
* Recommended fuel : diesel
* federal * TorqShift 6 speed automatic transmission with

overdrive
* Part-time * Limited slip differential
* Fuel Economy Cty: N/A * Fuel Economy Highway: N/A
* Transmission PTO provision

Suspension/Handling

* Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
* Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks
* Firm ride Suspension * Hydraulic power-assist re-circulating ball Steering
* Front and rear 19.5 x 6 argent steel wheels * LT225/70SR19.5 GBSW AS front and rear tires
* Dual rear wheels

Body Exterior

* 4 doors * Conventional left rear passenger
* Conventional right rear passenger * Driver and passenger power remote heated folding door mirrors with turn signal indicator
* Turn signal indicator in mirrors * Black door mirrors
* Chrome bumpers * Side steps
* Trailer harness * Clearcoat paint
* Front and rear 19.5 x 6 wheels

Convenience

* Manual air conditioning with air filter * Power windows
* Driver and passenger 1-touch up * Driver and passenger 1-touch down
* Remote power door locks with 2 stage unlock and illuminated entry
* Manual tilt steering wheel
* Manual telescopic steering wheel * Day-night rearview mirror
* 911 Assist emergency S.O.S * Wireless phone connectivity
* AppLink smart device integration * 2 1st row LCD monitors
* Front cupholders * Passenger visor mirror
* Full overhead console * Driver and passenger door bins
* Rear door bins

Seats and Trim

* Seating capacity of 6 * Front 40-20-40 split-bench seat
* 4-way driver seat adjustment * Manual driver lumbar support
* 4-way passenger seat adjustment * Centre front armrest with storage
* 60-40 folding rear split-bench seat

Entertainment Features

* AM/FM stereo radio with radio data system * Single CD player
* MP3 decoder * Auxiliary audio input
* SYNC external memory control * Steering wheel mounted radio controls
* 6 speakers * Wireless streaming
* Fixed antenna

Lighting, Visibility and Instrumentation

* Halogen aero-composite headlights * Delay-off headlights
* Fully automatic headlights * Variable intermittent front windshield wipers
* Light tinted windows * Front and rear reading lights
* Tachometer * Compass
* Outside temperature display * Trip computer
* Trip odometer

Safety and Security

* 4-wheel ABS brakes * Brake assist
* 4-wheel disc brakes * Driveline traction control
* Dual front impact airbag supplemental restraint system
* Dual seat mounted side impact airbag supplemental restraint system
* Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
* Remote activated perimeter/approach lighting
* Power remote door locks with 2 stage unlock and panic alarm
* Security system with SecuriLock immobilizer
* MyKey restricted driving mode * Manually adjustable front head restraints
* 3 manually adjustable rear head restraints

One (1) 06-A8-0220 — Tilt Table Testing

TILT TABLE TESTING

In compliance with the latest addition of NFPA 1901, Section 4.13.1.1 and SAE J2180, this vehicle exceeds the following “Tilt Table” procedures measuring the Static Rollover Threshold for Heavy Trucks set forth by the current standards. All equipment required for meeting current testing guidelines shall be located at the manufacture's facility and actual testing performed and certified by an independent third party testing company.

The vehicle shall be tilted at a minimum of 27 degrees evaluating the level of lateral acceleration required to roll the vehicle over in a steady turning situation. Transient, vibratory, or dynamic rollover situations are not simulated by this test. The test accuracies are accepted for vehicles that rollover at lateral acceleration levels below 0.5 g corresponding to a tilt table angle of less than approximately 27 degrees.

In addition to receiving a certificate of compliance, the purchaser also requires a wheel-end loading certification listing the weight on each wheel, with the vehicle on the tilt table. In accordance with NFPA 1901, 4.14.13.3, the results of the wheel-end loading shall certify the vehicle, at the time of its manufacture, is in compliance, with side-to-side weight distributions.

One (1) — Paint - Commercial Cab, Two Tone

80-A2-1020

CAB PAINT FINISH, TWO TONE

The commerical cab shall have a two-tone paint finish. The paint colors shall be furnished by the customer. The break in the color shall be at the bottom of the chassis window, unless otherwise specified by the department.

All chassis exterior components such as mirrors and bumpers shall be removed. Complete cab exterior shall be painted with a minimum of three coats of color and a base coat. Chassis frame and undercarriage components shall be finished painted black.

One (1) Upper Cab Paint Finish
80-A8-0420

UPPER CAB PAINT FINISH

The upper cab exterior shall have no mounted components prior to painting to assure full coverage of metal treatments.

The apparatus cab shall be painted with AkzoNobel Sikkens brand paint. The paint process shall meet or exceed current state regulations concerning paint operations. Pollution control shall include measures to protect the atmosphere, water, and soil. Contractor shall, upon demand, provide evidence that the manufacturing facility is in compliance with State EPA rules and regulations.

One (1) Lower Cab Paint Finish
80-A8-0820

LOWER CAB PAINT FINISH

The lower cab exterior shall have no mounted components prior to painting to assure full coverage of metal treatments.

The apparatus cab shall be painted with AkzoNobel Sikkens brand paint. The paint process shall meet or exceed current state regulations concerning paint operations. Pollution control shall include measures to protect the atmosphere, water, and soil. Contractor shall, upon demand, provide evidence that the manufacturing facility is in compliance with State EPA rules and regulations.

One (1) Cab Paint Color/Code: Special
80-B2-1820

CAB PAINT COLOR/CODE

The customer shall specify the exact paint color and number for the completed chassis. The paint color shall then be cross-referenced to the DuPont number. The apparatus chassis shall then be painted as described in the paint section with this color.

One (1) Cab Paint Color/Code: Special
80-B2-1820

CAB PAINT COLOR/CODE

The customer shall specify the exact paint color and number for the completed chassis. The paint color shall then be cross-referenced to the DuPont number. The apparatus chassis shall then be painted as described in the paint section with this color.

One (1) 02-B2-1620 Replacement Bumper - Ranch Hand Legend Series

FRONT REPLACEMENT BUMPER

A Ranch Hand legend series replacement front bumper/grille guard shall be installed. The replacement bumper/grille guard shall be black from the factory.

The main body of the bumper is manufactured from 4" schedule 40 pipe and diamond plate steel, and the grille guard portion is composed of 12 gauge tubing providing wraparound headlight protection. The punched plate grille insert is specifically designed to match the make and model of the vehicle – no expanded metal used. The Legend Series Front Bumper comes standard with a 2" receiver and most applications keep tow hooks and factory fog lights. This bumper is a valuable addition to any vehicle and will provide maximum peace of mind when driving down the highway.

One (1) 02-K2-1620 Receiver Hitch - Below Rear Bumper, Class 4

RECEIVER HITCH, BELOW REAR BUMPER

One-(1) Class 4 receiver hitch shall be installed below the rear bumper utilizing grade eight bolts.

A safety sign FAMA28, shall be located on or near the receiver or anchor stating the maximum straight line pull rating.

One (1) 02-K6-0220 Additional 12V Power Connector - Portable Winch

12 VOLT WINCH QUICK CONNECT

There shall be one-(1) 12v Quick Connect, battery powered lead, wired to the chassis electrical system to supply a portable winch. The connector shall be located at the receiver location.

One (1) 02-R4-6620 Siren Speaker - CPI SAD-4318 (Driver's Side)

SPEAKER

The speaker shall be a Cast Products, Model SAD-4318, 100-watts wired to the electronic siren.

One (1) Mud Flaps - Front
04-E4-2020

MUD FLAPS, FRONT

The front axle mud flaps shall be constructed from hard black rubber and installed behind the front axle.

One (1) Tire Pressure Monitor (2 Axles) - LED Alert
04-S6-1220

TIRE PRESSURE MONITORING SYSTEM

Each tire installed on the apparatus shall be equipped with a tire pressure monitoring device. The device shall consist of a valve stem cap to with an LED tire alert to indicate tire pressure conditions. The LED shall flash when the tire drops 8 psi below the factory setting.

One (1) Battery Charger - Auto Charge 1000, Kussmual 091-215-12
08-E8-0420

BATTERY CHARGER

A Kussmaul Auto Charge 1000 PCL model 091-215-12, 15 amp battery charger and 3 amp Battery Saver shall be mounted in the vehicle to maintain the chassis electrical system. The charger shall also include a model 091-199-001 remote digital display.

The Auto Charge 1000 with Parasitic Load Compensation (PLC) is a compact, microprocessor controlled, completely automatic, single battery charger designed for vehicles with a single battery system. The PLC charger is designed to withstand the shock and vibration encountered by vehicle mounted equipment.

The Battery Saver component shall eliminate drain on vehicle's battery system when vehicle is not in use. The system shall automatically disconnect auxiliary loads from battery when the charger is energized.

Parasitic Load Compensation feature is designed specially to meet the heavy duty requirements of emergency vehicles. Parasitic Load Compensation allows you to input the total number of parasitic load amps on the vehicle. Then the charger will shift the absorption stage set point so the battery voltage will drop to the float voltage when the desired current is reached. This will lead to a longer battery life and no overcharging of overheating.

The charger shall have the following operational specifications:
120 volts AC input at 3.5 amps
Battery Charger: 12 volts DC output at 15 amps
Battery Saver: 3 amps 12 volts DC output
8 Pin Selector Switch (front of panel)
Battery Type: Lead-Acid, Gel Cell, AGM or Odyssey
Float / 3 Step

Battery Saver ON/OFF
Parasitic Load Compensation
AC Power applied light (front of panel)
Dimensions: 9.35" hide x 5.9" wide x 4.725" deep

One (1) 08-G4-2020 Receptacle - Kussmaul 20 AMP Super Auto-Eject 091-55-20-120

SUPER AUTO-EJECT(S), 20 AMP

There shall be provided one (1) super auto-eject type receptacle(s) model 091-55-20. A solenoid wired to the vehicle starter is energized when the engine is started. This instantaneously drives the plug from the receptacle. The receptacle shall be provided with a weatherproof cover. The cover shall be spring loaded to close, preventing water from entering when the shoreline is not connected. The super auto eject receptacle shall be mounted in a location specified by the department and is designed to accept a 120V AC from a shoreline plug.

The UL maximum allowable amperage draw on receptacles is generally 80% of their listed rating, for example, the 20-amp receptacle should not carry more than 16-amp continuous load. When adding the different amperage draws of the components being installed on the chassis, be sure to figure in whether the components shall draw a continuous load or intermittent load.

One (1) 08-G6-0220 Cover - Super Auto Eject Yellow, Kussmaul 091-55YW

The Auto Eject cover(s) shall be a Kussmaul 091-55YW, yellow in color.

One (1) 08-G8-2020 Digital Display - Remote, Kussmual 091-199-01

DISPLAY, BAR GRAPH

The charger shall include a model 091-199-001 remote digital display.

One (1) 08-G8-8220 Plate - Shore Power Inlet

SHORE POWER INLET PLATE

A shore-power "Inlet Plate" shall be permanently affixed at or near the power inlet.

The plate shall indicate the following:

- Type of Line Voltage
- Current Rating in Amps
- Power Inlet Type (DC or AC)

One (1) 14-E4-1020 Exterior Trim - Cab Running Boards (LD Chassis)

CAB RUNNING BOARDS

There shall be two-(2) running boards installed one-(1) each side from the front wheel well to the back of the cab.

One (1) 14-J2-0220 Console - Cab Center

CENTER CAB CONSOLE

There shall be a console installed in the cab fabricated from smooth aluminum plate. The top panel shall be stationary with self-tapping screws for customer (installed) equipment.

One (1) 14-J4-0220 Interior Trim - Lower Door Panels Reflective Material (2 Door Cab)

REFLECTIVE DOOR STRIPING

There shall be 96 square inches of a single color reflective material installed on the inside lower panel of each cab door.

One (1) 14-K6-1220 Light - Ignition On Indicator

LIGHT, IGNITION ON

A 1/2" green ignition on light shall be located on the cab dash and wired to indicate power to the ignition.

One (1) 14-K6-2220 Switch - Master Load Disconnect

MASTER LOAD DISCONNECT

A master load disconnect shall be provided between the starter solenoid and the remainder of the electrical loads on the apparatus. The batteries shall be connected directly to the starter solenoid.

One (1) 14-K6-4420 Load Manager /with High Idle

LOAD MANAGER

The apparatus shall be equipped with a Load Manager System for performing electrical load management. The Load Manager shall have two-(2) modes of operation, a "Calling Right of Way" mode, and a "Blocking Right of Way" mode. The "Blocking Right of Way" mode is activated only when the park brake is set. Load shedding may occur "only" in the "Blocking Right of Way" mode also when the battery voltage level reaches your programmed shed level.

This system shall be designed to activate a fast idle system with low voltage alarm that activates at the NFPA required 11.8 volts.

One (1) Switch Panel - 6 Position
14-K6-4620

MASTER LIGHT SWITCH PANEL

All warning lights shall be switched from a master light switch panel mounted in the cab. This panel shall have a master light cutoff switch.

One (1) Radio Antenna Installation - Customer Supplied
16-M2-2620

ANTENNA INSTALLATION

There shall be one (1) antenna(s) supplied by the customer and installed by the apparatus body builder.

The items must be sent to the manufacturer in advance, and marked with name and shop order number for identification.

One (1) Radio 12-Volt Power Circuit (Center Dash)
16-M2-4220

RADIO POWER CIRCUIT

A 50 amp switched battery power circuit with manual reset shall be installed centered in the dash to activate the radio.

One (1) Electronic Siren - Whelen 295SLSA1
16-M4-2420

ELECTRONIC SIREN

There shall be one (1) Whelen model WS295SLSA1 hands free siren provided. The siren amplifier and control panel shall be assembled as a single unit. The siren shall incorporate a rotary selector for six siren functions. There shall be an on/off power switch; a push button switch for manual siren or air horn tones, a noise-canceling microphone with volume control, mechanical Executer sound and a horn ring override control. The unit shall be mounted in the cab.

One (1) Light - Open Door, LED
16-P2-6220

LIGHT, DOOR AJAR

A red door ajar LED flashing light shall be mounted in the cab within view of the driver.

The light circuit shall be wired so that the light circuit is deactivated when the parking brakes of the apparatus are applied.

A label shall be applied adjacent to the light 'DOOR OPEN'.

One (1)
16-R4-0820

Lights (1) - Engine Maintenance, LED

LIGHTS, ENGINE MAINTENANCE

Two-(2) white 4" LED round lights shall be mounted under the cab. The lights shall activated by a switch located under the hood.

One (1)
18-D2-1220

Lights (2) - LED Cab Ground, Whelen 20C0CDCD

LIGHTS, CAB

There shall be one-(1) Whelen 2G Series model 20C0CDCD 4" LED light mounted under each cab door illuminating the area below providing a safe entrance and exit for cab occupants. All cab ground lights shall automatically activate when any cab door is opened and by a switch located on the dash.

The 12v steady burn compartment light(s) shall incorporate 12 clear LED and a clear optic hard coated polycarbonate lens. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The encapsulated coated PC board and lens fitted with foam in place gasket assembly shall provide additional protection against environmental elements. The solid state compartment light shall be vibration resistant. The 20C0CDCD will contain 350 usable lumens. An installation kit including mounting hardware and rubber gasket shall be provided. The 20C0CDCD will contain a 12" terminated pigtail with a waterproof Deutsch® connector. The compartment light is covered by a five year factory warranty.

One (1)
18-P2-0220

Safety Signs - General Requirements

SAFETY SIGNS, GENERAL REQUIREMENTS

Saftey signs with text shall conform to the general priniples of ANSI/NEMA Z535.4, *Product Safety Signs and Labels*. Saftey signs without text shall conform to the general priniples for two-panel safety signs of ISO 9244, *Earth-Moving Machinery - Machine Safety Labels*.

Apparatus built for sale in the United States shall employ safety signage that complies with ANSI/NEMA Z535.4.

Apparatus built for sale outside the United States shall employ safety signage that complies with ANSI/NEMA Z535.4 or ISO 9244.

Safety signs referenced in this standard beginning with the letters FAMA shall conform to the text and graphics of the referenced safety sign number found in FAMA TC010, *Standard Product Safety Sign Catalog for Automotive Fire Apparatus*.

One (1) Plate - Carrying Capacity NFPA
18-P2-1020

CARRYING CAPACITY PLATE

A permanently attached carrying capacity plate in accordance with the current NFPA 1901 Standards shall be installed in plain view of the driver.

The tag shall include the following:
Overall height
Overall length
GVWR
Seating capacity

One (1) Safety Signs - Seated & Belted, FAMA07
18-P2-1620

SAFTEY SIGNS, SEATED & BELTED

Safety signs FAMA07, which warns of the importance of seat belt use, shall be visible from each seat that is intended to be occupied while the vehicle is in motion.

One (1) Safety Sign - Cab Equipment Mounting, FAMA10
18-P2-1820

SAFETY SIGN, CAB EQUIPMENT MOUNTING

A safety sign FAMA10, which warns of the need to secure items in the cab, shall be visible
inside the cab.

One (1) Safety Sign - Fire Service Tire Rating, FAMA12
18-P2-2020

SAFTEY SIGN, FIRE SERVICE TIRE RATING

A safety sign FAMA12, which warns of the special requirements for fire service–rated tires, shall be visible to the driver entering the cab of any apparatus so equipped.

One (1) Safety Sign - Cab Seating, FEMA14
18-P2-2220

SAFETY SIGN, CAB SEATING

A safety sign FAMA25 shall be located in the cab visible to the operator.

The sign shall read:
This vehicle has a seating capacity of __ personnel.

Carrying additional personnel may result in death of serious injury.

One (1) 18-P2-2420 Saftey Signs - Helmet Worn in Cab, FAMA15

SAFTEY SIGNS, HELMET WORN IN CAB

A safety sign FAMA15, which warns not to wear helmets while the vehicle is in motion, shall be visible from each seat that is intended to be occupied while the vehicle is in motion.

One (1) 18-P2-2820 Safety Signs - Climbing Method Instruction, FAMA23

SAFETY SIGNS, CLIMBING METHOD INSTRUCTION

Safety signs FAMA23, which warns of the proper climbing method, shall be visible to personnel entering the cab and at each designated climbing location on the body.

One (1) 18-P2-4020 Safety Signs - Riding on Exterior, FAMA24

SAFETY SIGNS, RIDING ON EXTERIOR

Safety signs FAMA24, which warns personnel not to ride on the vehicle, shall be located at the rear step areas and at any cross walkways.

One (1) 18-P4-0620 Plate - Overall Height/Length/Weight

PLATE, OVERALL HEIGHT/LENGTH/WEIGHT

An Overall Height/Length/Weight information plate shall be installed that can be clearly identified and visible to the driver while in the seated position showing the apparatus completed overall height, length, (in feet and inches) and gross vehicle weight (in tons) current to the apparatus manufactured date.

If changes to the vehicle occur while in service, the department must revise the overall height-length-weight plate.

One (1) 18-P4-0820 Plate - Fluid Capacity

PLATE, FLUID CAPACITY

A permanently affixed fluid date plate shall be installed in the driving compartment to indicate the type and quantities of the following fluid used in the vehicle.

- Engine Oil
- Engine Coolant
- Chassis Transmission Fluid
- Pump Transmission Lubrication Fluid (if applicable)
- Pump Primer Fluid (if applicable)
- Drive Axle Lubrication Fluid
- Air Conditioning Refrigerant
- Air Conditioning Lubrication Oil
- Power Steering Fluid
- Cab Tilt Mechanism Fluid
- Transfer Case Fluid
- Equipment Rack Fluid
- Air Compressor System Lubricant
- Generator System Lubricant
- Front Tire Pressure - Cold
- Rear Tire Pressure - Cold

The following information shall also be supplied on the Fluid Data Plate:

- Chassis Manufacturer
- Production Number
- Paint Number
- Year Built
- Date Shipped
- Vehicle Identification Number

One (1) 18-P4-1020 — Saftey Sign - Apparatus Movement Warning

SAFETY SIGN, APPARATUS MOVEMENT

A permanently affixed movement marning plate shall be installed near the door ajar light that reads:

"DO NOT MOVE APPARATUS WHEN LIGHT IS ON".

One (1) 02-K4-1020 — Winch - Portable, Warn 9,000 Pound XD9000i

PORTABLE WINCH

A Warn Series XD9000i, 9000 lb. portable electric winch shall be provided to mount in the specified Winch receivers. The winch shall be equipped with the portable framework, 12VDC quick connections and direct drive cone brake, heavy duty thermally protected series wound industrial electric motor and a hardened steel 3-stage planetary gear train.

A 25' industrial remote control head shall be provided with the remote plug mounted directly on the winch housing. The winch shall be equipped with 100' of 5/16" EIPS industrial grade wire rope, including hook. A four-way fair lead roller assembly shall be provided at the winch opening. The winch shall meet all requirements as outlined in NFPA 1901. A storage mount shall be fabricated to store the winch in a compartment.

One (1) 42-A2-1420 Body - Light Duty Rescue, 96" Wide Extruded Aluminum 84" C/A

RESCUE BODY, 96" WIDE

The rescue body shall be constructed entirely of aluminum plate and extrusions.

{Bidder Comply}

One (1) 42-A8-1020 Body Subframe - Extruded Aluminum

BODY SUBFRAME

The main body support crossmember extrusions shall be 3" x 4" 6061T6 aluminum alloy, double "I" beam with a wall thickness of .438". These crossmember shall extend the full width of the body to support the compartment framing, and welded to a .750" x 3" solid aluminum, 6061T6 aluminum alloy frame rail extrusion. The frame rail extrusion shall be shaped in contour with the chassis frame rails. The frame rail extrusion shall be mounted over a .250" thickness, reinforced rubber cushion to isolate the aluminum subframe from the steel chassis frame rails. The body structure shall be securely fastened to the chassis frame rails with a minimum of six-(6) .625" OD, steel U-bolts. The main body support crossmember shall have a gusset above and below each crossmember. The gussets shall be constructed of 2.0" x 4.0" 6063T6 aluminum alloy extrusions with a .190" wall thickness. The gussets shall be continuously welded with 5356 aluminum alloy welding wire to add support to the body side walls.

One (1) 42-A8-2020 Body/Compartment Construction - 96" Wide Body

BODY CONSTRUCTION

The framework shall be formed from beveled aluminum alloy extrusions and electrically seam welded both internally and externally at each joint using 5356 aluminum alloy welding wire. All aluminum extrusions shall be made from 6063T6 and 6061T6 aluminum alloy. Body sides shall be formed from 5052-H32 smooth aluminum plate. The horizontal surfaces above the compartment tops shall be constructed from aluminum tread plate. The compartment top shall have a formed edge which serves as a drip rail for the compartments below. The tops shall be mounted with stainless steel screws and removable.

The complete rescue body structure shall be all welded construction and free from nuts, bolts, and other fasteners. Upon completion of the weldments, the body shall be completely sanded and deburred for the removal of all sharp edges.

Each body corner shall be a 3-1/2" x 9-3/4" 6063T6 aluminum alloy extruded corner section with .210" wall thickness and welded as an integral part of the body. This extrusion shall have a large 1" corner radius.

The horizontal and vertical frame member extrusions shall be 2.0" x 4.0" with a .190" wall thickness. The extrusion shall be made from 6063T6 aluminum alloy. This extrusion shall have .190" outside radius corners. The longitudinal frame member, below the lower compartments shall be a 3" x 3-1/2" 6063T6 aluminum alloy extrusion with .190" radius corners.

COMPARTMENT CONSTRUCTION

All body compartment floors shall be formed from .1875" aluminum tread plate. The floors shall be welded in place with a continuous weld all around the perimeter to insure maximum strength and water tightness. The external compartment tops and roof shall be constructed of .125" aluminum tread plate. The compartment tops shall be bolted in place to allow ease of removal for easy access to the body wiring harnesses. The compartment side walls shall be of one piece construction. The walls shall be formed from .1875" 5052-H32 smooth aluminum plate. Lower compartments shall have a minimum of two-(2) solid welded saddles under the compartment floor.

The compartment seams shall be sealed with permanent pliable silicone caulking and each compartment shall be louvered to provide adequate ventilation.

One (1) 42-A8-4020 Wheel Well Panels & Fenders - Body, Aluminum Treadplate

WHEEL WELL PANELS, ALUMINUM TREADPLATE

The wheel well shall be constructed from 2" x 4" x .190" wall thickness. The extrusion shall be made from 6063T6 aluminum alloy and have .190" outside radius corners. The extrusion shall be slotted the full length to permit an internal fit of 1/8" (.125") aluminum tread plate panels. The wheel well liners shall be constructed of 3003 H-14 smooth aluminum plates. They shall be bolted in place for ease of maintenance. The wheel well fenders shall be polished stainless steel.

One (1) 42-B4-0820 Compartments - Left Side (50.5/48/31 w/60" Interior Height)

COMPARTMENTS, LEFT SIDE

L1

There shall be one-(1) front compartment installed ahead of the rear axle. This compartment shall have one-(1) roll up door. The compartment shall be approximately 50-1/2" wide x 60" high x 19" deep in the lower section and transverse in the upper

section. The compartment shall have a useable door opening of approximately 47-1/2" wide x 55" high.

L2
There shall be one-(1) compartment installed above the wheel well. This compartment shall have one-(1) roll up door. The compartment shall be approximately 48" wide x 40" high x transverse. The compartment shall have a useable door opening of approximately 46" wide x 31" high.

L3
There shall be one-(1) rear compartment installed behind the rear axle. This compartment shall have one-(1) roll up door. The compartment shall be approximately 31" wide x 60" high x 26" deep. The compartment shall have a useable door opening of approximately 29" wide x 51" high.

Three (3) 42-C2-4221 Compartment Door - Left Side Roll Up, ROM PAINTED

COMPARTMENT DOORS, LEFT SIDE ROLL UP

R•O•M Series IV roll-up shutter doors shall be installed on the left side compartments of the apparatus as specified.

Shutter slats will feature a double wall extrusion 0.315” thick with a concave interior surface to minimize loose equipment jamming the shutter door closed. Shutter slats will feature an interlocking end shoe to prevent side to side binding of the shutter door during operation. Slats must have interlocking joints with an inverted locking flange. Slat inner seal shall be a one piece PVC extrusion; seal design will be such to prevent metal to metal contact while minimizing dirt and water from entering the compartment.

Shutter door track shall be one piece design with integral overlapping flange to provide a clean finished look without the need of caulk. Door track shall feature an extruded Santoprene rubber double lip low profile side seal with a silicone co-extruded back to reduce friction during shutter operation.

Shutter bottom rail shall be a one piece double wall extrusion with integrated finger pull. Finger pull shall be curved upward with a linear striated surface to improve operator grip while operating the shutter door. Bottom rail shall have a smooth contoured interior surface to prevent loose equipment from jamming the shutter door. Bottom rail seal shall be made from Santoprene; it will be a double “V” seal to prevent water and debris from entering compartment. Bottom rail lift bar shall be a one piece “D” shaped aluminum extrusion with linear striations to improve operator grip during operation. Lift bar shall have a wall thickness of 0.125”. Lift bar shall be supported by no less than two pivot blocks; pivot blocks shall be constructed from Type 66 Glass filled reinforced nylon for superior strength. Bottom rail end blocks shall have incorporated drain holes which will allow any moisture that collects inside the extrusion to drain out.

Shutter door shall have an enclosed counter balance system. Counter balance system shall be 4” in diameter and held in place by 2 heavy duty 18 gauge zinc plated plates. Counter balance system shall have 2 over-molded rubber guide wheels to provide a smooth transition from vertical track to counter balance system; no foam material of any kind shall be permitted or used in this area.

The shutter door assembly shall be manufactured and assembled in the United States.

There shall be an aluminum drip rail above each compartment door with a built in replaceable wiper seal.
The outside door shall have a natural finish.

There shall be an anodized aluminum sill plate installed over the compartment door.

The side compartment roll-up door slats and doorframe extrusions shall be finish painted to match the body.

One (1) 42-D4-0820 Compartments - Right Side (50.5/48/31 w/60" Interior Height)

COMPARTMENTS, RIGHT SIDE

R1
There shall be one-(1) front compartment installed ahead of the rear axle. This compartment shall have one-(1) roll up door. The compartment shall be approximately 50-1/2" wide x 60" high x 19" deep in the lower section and transverse in the upper section. The compartment shall have a useable door opening of approximately 48-1/2" wide x 51" high.

R2
There shall be one-(1) compartment installed above the wheel well. This compartment shall have one-(1) roll up door. The compartment shall be approximately 48" wide x 40" high x transverse. The compartment shall have a useable door opening of approximately 45" wide x 31" high.

R3
There shall be one-(1) rear compartment installed behind the rear axle. This compartment shall have one-(1) roll up door. The compartment shall be approximately 31" wide x 60" high x 26" deep. The compartment shall have a useable door opening of approximately 29" wide x 51" high.

Three (3) 42-E2-4221 Compartment Door - Right Side Roll Up, ROM Painted

COMPARTMENT DOORS, RIGHT SIDE ROLL UP

R•O•M Series IV roll-up shutter doors shall be installed on the right side compartments of the apparatus as specified.

Shutter slats will feature a double wall extrusion 0.315” thick with a concave interior surface to minimize loose equipment jamming the shutter door closed. Shutter slats will feature an interlocking end shoe to prevent side to side binding of the shutter door during operation. Slats must have interlocking joints with an inverted locking flange. Slat inner seal shall be a one piece PVC extrusion; seal design will be such to prevent metal to metal contact while minimizing dirt and water from entering the compartment.

Shutter door track shall be one piece design with integral overlapping flange to provide a clean finished look without the need of caulk. Door track shall feature an extruded Santoprene rubber double lip low profile side seal with a silicone co-extruded back to reduce friction during shutter operation.

Shutter bottom rail shall be a one piece double wall extrusion with integrated finger pull. Finger pull shall be curved upward with a linear striated surface to improve operator grip while operating the shutter door. Bottom rail shall have a smooth contoured interior surface to prevent loose equipment from jamming the shutter door. Bottom rail seal shall be made from Santoprene; it will be a double “V” seal to prevent water and debris from entering compartment. Bottom rail lift bar shall be a one piece “D” shaped aluminum extrusion with linear striations to improve operator grip during operation. Lift bar shall have a wall thickness of 0.125”. Lift bar shall be supported by no less than two pivot blocks; pivot blocks shall be constructed from Type 66 Glass filled reinforced nylon for superior strength. Bottom rail end blocks shall have incorporated drain holes which will allow any moisture that collects inside the extrusion to drain out.

Shutter door shall have an enclosed counter balance system. Counter balance system shall be 4” in diameter and held in place by 2 heavy duty 18 gauge zinc plated plates. Counter balance system shall have 2 over-molded rubber guide wheels to provide a smooth transition from vertical track to counter balance system; no foam material of any kind shall be permitted or used in this area.

The shutter door assembly shall be manufactured and assembled in the United States.

There shall be an aluminum drip rail above each compartment door with a built in replaceable wiper seal.

The side compartment roll-up door slats and doorframe extrusions shall be finish painted to match the body.

One (1) 44-A2-0820 Compartment - Center Rear, Full Height w/Roll Up Door

COMPARTMENT, CENTER REAR

B1

There shall be one-(1) compartment installed at the center rear of the apparatus. This compartment shall have a roll up door. The interior compartment dimensions shall be approximately 38" wide x 60" high x 34" deep in the upper section and 17"" deep in the

lower section. The compartment shall have a useable opening of approximately 35" wide x 66" high.

One (1) Compartment - Backboard/Stokes Basket Storage
62-I2-2220

COMPARTMENT, BACKBOARD/STOKES BACKET

There shall be one-(1) compartment with the capacity to hold three-(3) long style backboard. The location of this compartment is per the drawing
There shall also be a compartment with the capacity to hold one-(1) stokes basket per the drawing

One (1) Body Trim Package
66-A2-0420

BODY TRIM

The standard body trim shall include the following:

There shall be drip rail installed over the compartment door openings.

The vertical rear face of the body shall be covered with smooth aluminum plate.

One (1) Fuel Fill - Recessed w/Door, Left Side
66-A2-2420

FUEL FILL, RECESSED WITH DOOR

There shall be a recessed fuel fill assembly with a non-locking door mounted on the left side of the apparatus body. The fuel fill assembly shall be equipped with a fuel fill cap, retention ring and hinged door. The assembly shall be properly labeled "GAS FUEL ONLY".

One (1) Mud Flaps - Rear
66-A2-4420

MUD FLAPS, REAR

The rear axle mud flaps shall be constructed from hard black rubber and installed at the rear of the body fenders.

One (1) Rubrail - Extruded Aluminum

66-A2-4620

RUBRAIL

There shall be an aluminum rubrail installed on both sides of the lower body compartments. The rubrail shall be constructed from "C" channel extrusion. The aluminum rubrail shall be bolted in place with stainless steel bolts, and spaced from the fire body to provide body protection. The solid rubrail shall serve as protection to the side doors when encountering close objects. Tread plate rubrails or welded on shall not be acceptable.

One (1) Step - 10" Rear, Slotted Aluminum
66-A4-0220

REAR STEP

The 10" rear step shall be constructed with an anodized aluminum extrusion. This extrusion shall be slotted punched and raised to provide superior traction during wet and cold weather operations. The rear step shall be a one-piece design. The rear step shall bolt on with stainless steel nuts and bolts for replacement. The rear step shall have a space of approximately 1/4" from the rear of the body to allow water runoff.

All running board and step surfaces shall comply with NFPA 1901.

Four (4) Step - Chrome Folding, Rear of Body
66-A4-6220

CHROME FOLDING STEP(S), REAR OF BODY

There shall be four (4) rear chrome folding step(s) installed on the rear of the body. Each step shall have a minimum of thirty-five (35) square inches of surface area.

There shall be an LED light installed above and below each step.

One (1) Tow Eyes (2) - Rear, Below Body
66-A4-8820

TOW EYES, REAR

Two-(2) 1" thick rear tow eyes constructed of A-36 steel shall be mounted below the frame at the rear of the vehicle. The tow eyes shall be attached to steel weldments that are mounted to the apparatus. The eyes shall have a minimum dimension of three-(3) inches. The tow eyes shall be used for towing, not lifting the vehicle.

Two (2) Handrail - Above Body Compartment, 60" Knurled Aluminum
66-A6-0220

HANDRAIL(S), FRONT OF BODY

There shall be two (2) 60" handrail(s) constructed of knurled aluminum tubing with chrome stanchions at each end. The handrail(s) shall be mounted above the side body compartments as directed by the fire department.

Three (3) Shelf - Permanent, Smooth Aluminum
66-B2-0420

SHELF, PERMANENT

There shall be three (3) permanent shelf (shelves) constructed from aluminum mounted in the specified location of the compartment. Each shelf shall have a 2" lip at the front and rear for additional strength.

Six (6) Shelf - Adjustable, 29-36" x 24-28"D
66-B2-4020

SHELF, ADJUSTABLE

There shall be six (6) adjustable shelf (shelves) constructed from 3/16" (.1875) smooth aluminum. The shelf shall be approximately 29-36"W x 24-28"D. The adjustable track shall be made from aluminum extrusions. Each shelf shall have a 2" lip on all sides for additional strength.

Two (2) Tray - 250 Pound Roll-Out, 19-36"W x 24-28"D
66-C2-0420

TRAY(S), 250 POUND ROLL OUT

There shall be two (2) roll-out tray(s) supplied, constructed from 3/16" (.1875") smooth aluminum plate. The tray shall be approximately 19-36"W x 24-28"D. The tray(s) shall have a 3" lip on all sides for additional strength. The tray(s) shall be mounted on Grant slides with a combined capacity of 250 pounds.

Two (2) Tray - 500 Pound Roll-Out, 19-36"W x 24-28"D
66-C2-1820

TRAY(S), 500 POUND ROLL OUT

There shall be two (2) roll-out tray(s) supplied, constructed from 3/16" (.1875") smooth aluminum plate. The tray shall be approximately 19-36"W x 24-28"D. The tray(s) shall have a 3" lip on all sides for additional strength. The tray(s) shall be mounted on Slide Master Slides with a combined capacity of 500 pounds.

Two (2) Tray - 1000 Pound Bi-Directional Roll-Out, 19-36"W x 90"D
66-C2-4420

TRAY(S), 1000 POUND BI-DIRECTIONAL ROLL OUT

There shall be two (2) roll-out tray(s) supplied, constructed from 3/16" (.1875") smooth aluminum plate. The tray shall be approximately 19-36"W x 90"D bi-directional. The tray(s) shall have a 3" lip on all sides for additional strength. The tray(s) shall be mounted on Slide Master Slides with a combined capacity of 1000 pounds.

One (1) 66-F4-0420 Divider - Compartment

COMPARTMENT DIVIDER(S)

One (1) compartment divider(s) shall be mounted in the specified compartment. The divider shall be constructed of 3/16" (.1875") smooth aluminum plate.

Eleven (11) 66-F4-1620 Turtle Tile - Compartment Shelf/Tray, Black (Per Shelf/Tray)

TURTLE TILE SHELF/TRAY FLOORING

There shall be Turtle Tile installed in the specified shelf or tray. The tile shall be black in color. The Turtle Tile shall be completely removable for cleaning.

One (1) 70-A2-2020 Electrical System - Apparatus Body

ELECTRICAL SYSTEM

BODY ELECTRICAL

The body electrical system shall be designed as an integrated electrical package specifically engineered for fire apparatus application. The integrated electrical system shall be comprised of power distribution panels, which interface to the body and chassis through an engineered harnessing system.

All chassis wiring shall be type "GXL" in accordance with S.A.E. J1128 and NFPA-1901. Wiring shall be color coded and include function codes every three-(3) inches on both sides.

The electrical wiring harness shall be covered by a black split convoluted loom, rated at a minimum of 275º F.

DISTRIBUTION PANELS

The electrical distribution panels and circuits must be housed in each rear corner compartment or extrusion. The distribution panel shall incorporate a power and ground stud for connection to the internal circuits.

All internal wire end terminals, including locking bulkhead connectors, shall be mechanically affixed to the wire ends by machine terminal crimping presses. No hand-crimped terminals shall be acceptable.

All internal splices shall be ultrasonically welded connections - no butt style connections shall be acceptable. All internal wiring shall be of the high temperature GXL type wire and shall be protected by wiring duct wherever possible.

Each side electrical distribution panel shall consist of fifteen-(15) power distribution relays. The power distribution relays shall be replaceable, SPDT automotive style, rated at a minimum of 30 amperes.

The power distribution relays shall incorporate separate inputs, which are able to accept outputs from a load management system. The load management inputs must allow for the addition of a load management system before, during or after the time of delivery without requiring a rewiring of the existing distribution panel circuits.

Connections to the distribution panel shall utilize Deutsch style bulkhead connectors. Screw clamp type connections are not acceptable.

The distribution panel shall also contain circuit's ancillary to the required DOT signals and other body functions.

The complete body electrical system shall be 100% documented and contain independent circuit diagrams with point to point wiring information, as shall as a general component diagram included in the apparatus manual.

The body electrical panel shall be capable of being completely disconnected and fully tested by a computerized circuit analyzer.

All electrical equipment switches shall be mounted on a switch panel mounted in the cab convenient to the driver. Light switches shall be of the marine grade rocker type with integral indicator light to show when lights are energized. All switches shall be appropriately identified.

One (1) 70-A2-4020 Electrical System - 12 Volt Testing

12-VOLT TESTING

The apparatus low voltage system shall be tested and certified. A copy of certification shall be provided to the purchaser with the apparatus.

Reserve Capacity Test

The unit shall be run until all engines, engine compartment temperatures are stabilized and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load be activated for ten-(10) minutes. All electrical loads shall be shutoff after ten-(10) minutes and the battery system shall then be capable of restarting the engine.

Alternator Performance Test at Idle
Minimum continuous electrical loads shall be activated while the unit is at idle speed.

Alternator Performance Test at Full Load
The total continuous electrical load shall be activated with the engine running up to the manufacturer's governed speed. The test duration shall be a minimum of two-(2) hours. Activation of the load management system shall be permitted during the test. If however, an alarm is sounded by excessive battery discharge as detected by the system or a system voltage of less than 11.8 volts DC for a 12-volt nominal system for more than 120 seconds, shall be considered a test failure.

Low Voltage Alarm Test
The engine shall be shut off and the total continuous electrical load shall be activated and continue to be applied until the excessive battery discharge alarm activates. The test shall be considered a failure if the alarm has not sounded within 140 seconds after the voltage drops to 11.8 volts.

One (1) 70-A2-6020 12-Volt Wiring Protection - Split Loom

WIRING PROTECTION

All 12-volt wiring shall be run in high temperature, rated at a minimum of 275º F, split loom for easy access to wires when trouble shooting.

One (1) 70-A2-8020 EMI/RFI Protection

EMI/RFI PROTECTION

The apparatus shall be manufactured to incorporate the latest designs in the electrical system with components that are state of the art to insure electromagnetic interference (EMI) and radio frequency interference (RFI) emissions are suppressed at the source.

The apparatus shall have the ability to operate in typical fire and rescue situations with no adverse effects from EMI and/or RFI.

The apparatus shall utilize components that are fully protected and wiring that utilizes shielding and loop backgrounds where required to control EMI/RFI susceptibility. The apparatus shall be bonded through ground straps. Relays and solenoids that are suspect to generating spurious electromagnetic radiation are diode and/or resistor protected to prevent transient voltage spikes.

In order to prevent the radio frequency interference completely the purchaser shall be requested to provide a listing of the type, power output, and frequencies of all radio and bio medical equipment that is proposed to be used on the apparatus.

One (1) 70-B2-0220 Back Up Alarm - 107 dB, Whelen WBUA107

BACK-UP ALARM

There shall be one-(1) Whelen model WBUA107, 107 dB, electronic back-up alarm installed at the rear of the apparatus. The alarm shall be wired to the transmissions output signal and is automatically activated when the transmission is shifted into reverse.

Four (4) 70-E2-1020 Light - 45" LED Compartment, On Scene Night Axe 70018

LIGHT(S), 45" LED COMPARTMENT

There shall be four (4) 45" On Scene Solutions "Night Axe" model 70018 compartment light installed activated by the door ajar switch.

Ten (10) 70-E2-1220 Light - 54" LED Compartment, On Scene Night Axe 70030

LIGHT(S), 54" LED COMPARTMENT

There shall be ten (10) 54" On Scene Solutions "Night Axe" model 70030 compartment light installed activated by the door ajar switch.

One (1) 70-H2-0220 Switch - Compartment Door Ajar Indicator

DOOR AJAR SWITCHES

All apparatus body doors shall be provided with an auto door switch. These switches shall operate the compartment interior lights and activate the door ajar indicator on each side of apparatus body when the door is opened. There shall be a red door ajar light mounted in the cab, in view of the driver to indicate an unsecured door. There shall be a buzzer mounted in the cab that shall alert the driver.

One (1) 72-G8-2020 Zone A Upper Light Bar - 55" LED, Whelen Freedom IV F4N2QLED

LIGHTBAR, 55" WHELEN FREEDOM IV

A Whelen Edge Ultra Freedom IV Linear Super-LED LC Series 55" light bar model F4N2QLED shall be provided on the cab roof as far forward as possible. The F4N5QLED light bar shall incorporate an anodized extruded heavy duty aluminum base and cover chassis with two front red corner modules with two red endcap modules, two interior white modules, and two interior red modules. The front of each corner module shall consist of 12 red Linear Super-LEDs installed on a conformal coated PCB board

with a thermal pad/aluminum bracket heat sink assembly. The short red endcap Linear Super-LED lights shall incorporate six red Super-LED installed on a conformal coated PCB board with a thermal pad/aluminum bracket heat sink assembly. The long red interior Linear Super-LED lights shall incorporate 12 red Super-LED installed on a conformal coated PCB board with a thermal pad/aluminum bracket heat sink assembly. The long white interior Linear Super-LED lights shall incorporate 12 white Super-LEDs installed on a conformal coated PCB board with a thermal pad/aluminum bracket heat sink assembly. The all modules will utilize a Diamond Optix metalized reflector and two optic collimators. All electronic components shall be conformal coated to provide additional protection. The outer lens construction shall consist of two clear Uni-Dome top lenses with a clear center lens and utilize two liquid injection molded wiper seal dividers for maximum protection against environmental elements.
Metal top shields installed on the Uni-Domes and center lens shall provide protection from climatic conditions and provides passive solar radiation to direct heat away from internal components.

The F4N2QLED shall have an electronic LC I/O board. The solid state I/O board shall be microprocessor controlled. The I/O board shall have built-in reverse polarity protection and output-short protection. The I/O board shall have the ability to flash twenty two Super-LED warning lights. There shall be a data bank of 12 Scan-Lock™ flash patterns including steady burn with low power and cruise light functions. The cruise light function shall allow the user the four corner modules as marker courtesy lights. The F4N2QLED will have the capability to install a traffic advisor in the rear of the light bar. The I/O board shall also have outputs to add takedown, alley lights, and auxiliary lights for each set of lights to be controlled in pairs.

All light heads shall be installed in the F4N2QLED with the aid of black polycarbonate snap-in mounting brackets. The solid state light bar shall be vibration resistant. The light bar will contain a 17’ 2/c 8GA unterminated power cable and 17’ 17/c 22GA unterminated control cable. All electronic components are covered by a five year factory warranty. The F4N2QLED shall include a permanent mount kit with hardware.

The light bar shall be controlled in the following manner:

Calling for Right of Way - All Positions
Blocking Right of Way - Clear shall not be Active

The lights shall be activated by a single emergency light switch located on the master light switch panel in the cab.

The light bar shall meet NFPA 1901 edition as configured.

One (1) Zone B/D Upper Body Side Front Lights (2) - Red/Blue w/Clear Lens M9 LED, Whelen 72-M8-6620

LIGHTS, ZONE B/D UPPER FRONT BODY

Two-(2) Whelen M9 Series Super-LED model M9J shall be installed, one-(1) each side of the upper front corner of the body. The warning light shall incorporate split red/blue Super-LEDs, a clear non-optic hard coated polycarbonate lens, clear optic collimator and utilize a metalized reflector for maximum output. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The encapsulated lens/reflector assembly and conformal coated PC board shall provide additional protection against environmental elements. The solid state warning lights shall be vibration resistant. The self-contained flashing light shall have 164 Scan-Lock flash patterns including synchronize feature and steady burn. The warning light is covered by a five year factory warranty. The surface mount module includes a M9FC chrome flange and hardware for horizontal mounting.

One (1) 72-P8-6820 Zone B/D Upper Body Side Rear Lights (2) - Red/Blue w/Clear Lens M9 LED, Whelen

LIGHTS, ZONE B/D UPPER REAR BODY

Two-(2) Whelen M9 Series Super-LED model M9J shall be installed, one-(1) each side of the upper rear corner of the body. The warning light shall incorporate split red/blue Super-LEDs, a clear non-optic hard coated polycarbonate lens, clear optic collimator and utilize a metalized reflector for maximum output. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The encapsulated lens/reflector assembly and conformal coated PC board shall provide additional protection against environmental elements. The solid state warning lights shall be vibration resistant. The self-contained flashing light shall have 164 Scan-Lock flash patterns including synchronize feature and steady burn. The warning light is covered by a five year factory warranty. The surface mount module includes a M9FC chrome flange and hardware for horizontal mounting.

One (1) 72-S8-0220 Zone C Upper Outboard Lights (2) - Red/Blue w/Clear Lens M9 LED, Whelen M9J

LIGHTS, ZONE C UPPER OUTBOARD

Two-(2) Whelen M9 Series Super-LED model M9J shall be installed, one-(1) each side on the upper rear of the apparatus in the outboard position. The warning light shall incorporate split red/blue Super-LEDs, a clear non-optic hard coated polycarbonate lens, clear optic collimator and utilize a metalized reflector for maximum output. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The encapsulated lens/reflector assembly and conformal coated PC board shall provide additional protection against environmental elements. The solid state warning lights shall be vibration resistant. The self-contained flashing light shall have 164 Scan-Lock flash patterns including synchronize feature and steady burn. The warning light is covered by a five year factory warranty. The surface mount module includes a M9FC chrome flange and hardware for horizontal mounting.

One (1) 74-B8-2020 Zone A Lower Lights (2) - Red TIR6 LED, Whelen 50R03ZRR

LIGHTS, ZONE A LOWER

Two-(2) Whelen TIR6 Series Super-LED model 50R03ZRR shall be installed, one-(1) each side front of the apparatus. The warning lights shall incorporate red Linear Super-LEDs, a red optic hard coated polycarbonate lens. The surface mount module includes a chrome flange and hardware for horizontal mounting.

One (1) 74-C8-1620 Zone B & D Lower Front (2) - Red w/Clear Lens LINZ6 LED, Whelen LINZ6R

LIGHTS, ZONE B/D FRONT LOWER

Two-(2) Whelen LINZ6 Series Super-LED model LINZ6R lights shall be installed, one-(1) each side forward portion of the apparatus. The warning light shall incorporate six red Super-LEDs, a clear non-optic hard coated polycarbonate lens, clear optic collimator and utilize a metalized reflector for maximum output. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The encapsulated lens/reflector assembly and conformal coated PC board shall provide additional protection against environmental elements. The solid state warning lights shall be vibration resistant. The self-contained flashing light shall have 69 Scan-Lock flash patterns including synchronize feature and steady burn. The warning light is covered by a five year factory warranty. The surface mount module includes a black flange and hardware for horizontal mounting.

One (1) LINZ6R 74-D8-1220 Zone B & D Lower Midship (2) - Red w/Clear Lens LINZ6 LED, Whelen

LIGHTS, ZONE B/D MIDSHIP LOWER

Two-(2) Whelen LINZ6 Series Super-LED model LINZ6R lights shall be installed, one-(1) each side midship of the apparatus. The warning light shall incorporate six red Super-LEDs, a clear non-optic hard coated polycarbonate lens, clear optic collimator and utilize a metalized reflector for maximum output. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The encapsulated lens/reflector assembly and conformal coated PC board shall provide additional protection against environmental elements. The solid state warning lights shall be vibration resistant. The self-contained flashing light shall have 69 Scan-Lock flash patterns including synchronize feature and steady burn. The warning light is covered by a five year factory warranty. The surface mount module includes a black flange and hardware for horizontal mounting.

One (1) LINZ6R 74-G8-1020 Zone B & D Lower Rear (2) - Red w/Clear Lens LINZ6 LED, Whelen

LIGHTS, ZONE B/D REAR LOWER

Two-(2) Whelen LINZ6 Series Super-LED model LINZ6R lights shall be installed, one-(1) each side rearward portion of the apparatus. The warning light shall incorporate six red Super-LEDs, a clear non-optic hard coated polycarbonate lens, clear optic collimator and utilize a metalized reflector for maximum output. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The encapsulated lens/reflector assembly and conformal coated PC board shall provide additional protection against environmental elements. The solid state warning lights shall be vibration resistant.
The self-contained flashing light shall have 69 Scan-Lock flash patterns including synchronize feature and steady burn. The warning light is covered by a five year factory warranty. The surface mount module includes a black flange and hardware for horizontal mounting.

One (1) 74-H8-4620 Zone C Lower Lights (2) - Red LINZ LED, Whelen LINZ6R

LIGHTS, ZONE C LOWER

Two-(2) Whelen LINZ6 Series Super-LED model LINZ6R shall be installed, one-(1) each side on the lower rear of the apparatus. The warning light shall incorporate six red Super-LEDs, a clear non-optic hard coated polycarbonate lens, clear optic collimator and utilize a metalized reflector for maximum output. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The encapsulated lens/reflector assembly and conformal coated PC board shall provide additional protection against environmental elements. The solid state warning lights shall be vibration resistant. The self-contained flashing light shall have 69 Scan-Lock flash patterns including synchronize feature and steady burn. The warning light is covered by a five year factory warranty. The surface mount module includes a black flange and hardware for horizontal mounting.

One (1) 74-J4-0420 Stop/Turn LED /Reverse Halogen Lights - Whelen 600 Series

STOP, TURN AND BACK-UP LIGHTS

Stop, turn and backup lights shall be Whelen 600 Series, individual fixtures. The red stop (LED) light shall be model 60R00BRR, turn light shall be a model 60A00TAR amber (LED) type with directional arrow, and the backup light shall be model 60J000CU clear halogen light type.

One (1) 74-J4-2020 Housing - Rear Tail Light Assembly, CAST3

HOUSING, REAR TAIL LIGHT ASSEMBLY

The fixtures shall be mounted on each rear face of the body in a model CAST3, three-(3) light head cast aluminum housing.

One (1) 74-J4-8020 Switch - Reverse Lights

SWITCH(ES), REVERSE LIGHTS

One (1) switch(es) shall be installed on the apparatus to activate the “Back-up” lights to be used as scene lights.

One (1) 74-L0-2220 Lights - LED Clearance and Maker, Whelen OS

CLEARANCE LIGHTS AND REFLECTORS

Clearance lights and reflectors shall be LED lights, which include (2) red marker lights, (4) red rectangular reflectors, (2) amber rectangular reflectors and (1) red three light cluster recessed in the rear step.

One (1) 74-L2-1020 Lights (6) - LED Underbody, Whelen 20C0CDCD

LIGHTS, UNDERBODY

There shall be six-(6) Whelen 2G Series model 20C0CDCD ground lights provided. The 12v steady burn compartment light(s) shall incorporate 12 clear LED and a clear optic hard coated polycarbonate lens. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The encapsulated coated PC board and lens fitted with foam in place gasket assembly shall provide additional protection against environmental elements. The solid state compartment light shall be vibration resistant. The 20C0CDCD will contain 350 usable lumens. An installation kit including mounting hardware and rubber gasket shall be provided. The 20C0CDCD will contain a 12" terminated pigtail with a waterproof Deutsch® connector. The compartment light is covered by a five year factory warranty.

One (1) 74-L2-4020 Light - LED License, Whelen OSC0EDCR

LIGHT, LICENSE PLATE

A Whelen OS Series LED model 0SC0EDCR shall be provided at the rear of the apparatus to illuminate the license plate. The steady burn illumination light shall incorporate three clear LED and a clear non-optic hard coated polycarbonate lens. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The encapsulated assembly shall provide protection against environmental elements. The solid state illumination light shall be vibration resistant. An installation kit

including mounting hardware, neoprene gasket and 45 degree angle chrome housing shall be provided for surface mounting. The 0AC0EDCR will contain a 12" non-terminated pigtail. The illumination light meets SAE J592 requirements and is covered by a five year factory warranty.

One (1) 74-P2-2020 Lights (2) - M9 LED Scene, Whelen M9LZC

LIGHTS, 12-VOLT SURFACE MOUNT SCENE

One (1) pair of Whelen M9 Series Model M9LZC scene lights shall be provided and installed on the apparatus. The steady burn scene light shall incorporate Linear Super-LED® and Smart LED® technology. The M9LZC configuration shall consist of 24 clear Super-LEDs and a clear gradient optic polycarbonate lens. The scene light shall have specialized TIR optics for ideal scene illumination.
The M9LZC shall have a rugged powder coat heat sink and a waterproof wire entry grommet. The M9LZC shall meet KKK 1822F and AMD024 specifications.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The light engine shall be installed at the rear of the unit and be vacuum tested to ensure proper sealing. The PC board shall be conformal coated for additional protection. The M9LZC shall have 6,500 useable lumens.

One (1) 74-P4-2620 Scene Light Locations - Side of Body, Centered

The scene lights shall be installed, one-(1) each side of the body, centered.

One (1) 74-P4-2820 Switch - Center Body Side Scene Light Activation, Cab Mounted

The center side body mounted scene lights shall be controlled by individual scene light switches located in the cab labeled LEFT SCENE and RIGHT SCENE.

One (1) 74-S2-0620 Telescoping Light Locations - Front of Body

LIGHTS, TELESCOPING FRONT OF BODY

There shall be two-(2) telescoping lights shall be installed, one-(1) each side, on the front of the body.

Two (2) 74-S2-1220 Light - 12 Volt 75 Watt LED Telescoping, Whelen Pioneer Plus PFP1

Two (2) Whelen Pioneer Plus Model PFP1 light head(s) shall be provided. The 75 watt +12v DC Pioneer lighthead shall incorporate Super-LED single flood light installed in a die-cast white powder coated aluminum housing. The PFP1 configuration shall consist of 30 white Super-LEDs, a clear optic collimator/metalized reflector assembly and a clear non-optic polycarbonate lens. The Pioneer flood light shall have 8,100 usable lumens.

The lens/reflector assembly shall utilize a liquid injected molded silicone gasket to be resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The PFP1 shall be shall be vibration resistant. The Pioneer PC boards shall be conformal coated for additional protection. Two breathable membrane patches shall be installed to the bottom of the housing to maintain a consistent internal pressure. The PFP1 shall have extended LED operation with low current consumption and low operating temperature. The PFP1 is covered by a five year factory warranty.

A Whelen 3000 series Pole System shall be provided. The telescopic side mount pole assembly shall incorporate 57" internal aluminum alloy pole with an outer diameter of 1.125" and an inner diameter of 0.875". The 3000 series pole shall also include a 12" bottom mount silver aluminum alloy collar/handle assembly. The outer body shall meet NFPA 1901 “15.8” access hand rails and hand held guidelines.
The pole shall slide on a Teflon “O” ring and collar to reduce friction during movement. The upper body shall contain a polycarbonate sleeve to prevent water, moisture, dust, and other environmental conditions from entering the interior of the pole assembly. The aluminum side mount brackets shall be powder coated silver. The side mount brackets shall contain two types of mounting gaskets; 1/16” for painted surfaces and 1/8” for diamond plated surfaces. Both gaskets shall be a 40 durometer neoprene black rubber with PSA on one side. All mounting hardware shall be stainless steel. The internal coil cord cable shall be UL© listed and have a Heyco® liquid tight strain relief. All aluminum pole components shall be clear anodized to eliminate yellowing and corrosion.

Two (2) 74-S8-0220 Switch - Telescoping Light Activation, Light Head

The telescoping lights shall be controlled by a switch located on the light head.

One (1) 78-D0-0420 Cascade System - 6000 PSI

CASCADE SYSTEM

A breathing air cascade system shall be supplied for filling of SCBA cylinders. The system shall include the following components:

Storage cylinders- specify number of bottles, and DOT or ASME
Cascading Air Control Panel
All necessary fittings and hose to operate cascading type system

The system shall meet NFPA 1901.

One (1) 78-D2-1220 Filling Station - SCBA Gauged (4 Bottles) 6000 PSI

CASCADE AIR CONTROL PANEL

A control panel shall be supplied for filling SCBA/SCUBA cylinders. The control panel is designed for use with an eight bank storage system. The control panel constructed of

1/8" swirled stainless steel shall include a valve and gauge for each bank in the storage system, an adjustable pressure reducing regulator with a supply pressure gauge and a regulated pressure gauge for filling the different types/pressures of cylinders, a SCBA fill pressure gauge to indicate the pressure in the SCBA /SCUBA cylinder being refilled, an inlet fitting with a control valve for refilling the cascade system without have to disassemble any of the system and a valve outlet for connecting to the SCBA /SCUBA fill enclosure

GAUGES

All gauges shall be 2-1/2" panel mounted gauges with a chrome plated brass bezel and shall be constructed of heavy brass cases with a brass bourdon tube and shall be glycerine filled. All gauges shall have a "Grade A" rating with an accuracy of 1-1/2% full range. The gauges used for the individual storage banks shall have a 0-7500 PSI range. Gauges used for the supply pressure and regulated pressures on high pressure regulators (0-5000 psi outlet) shall have a 0-7500 PSI range. The gauge on the regulated pressure side of the high pressure regulator shall have "pies" on the gauges at 2216 PSI (yellow) and 4500 PSI (red) for ease of adjustment. The gauges used on low pressure regulators (0-400 PSI outlet) shall have a 0-600 PSI range on the regulated pressure side.

CONTROL VALVE

All control valves shall be rated at 6000 PSI working pressure with a 4:1 safety factor. The valves shall be constructed of chrome plated brass and shall be of the soft seat type with the seats being easily replaced without removing the valve from the panel or having to disturb any of the plumbing. The valves shall be the metering type valve for ease of flow control. The valves shall have a non-rising stem and shall be easily turned at the rated working pressure.

PRESSURE REGULATOR

The pressure reducing regulator shall be rated at 0-6000 PSI inlet and 0-5000 PSI outlet pressures. It shall be a self-relieving type regulator for ease of adjustment on the outlet side. There shall be a large adjusting knob on the regulator for adjusting anywhere between the range of 0-5000 PSI on the outlet side. There shall be a label affixed to the face of the adjusting knob indicating the direction to turn the knob to increase or decrease pressure. There shall be a relief valve on the regulated side of the regulator that shall be set at 10% over the intended pressure of that outlet.

SYSTEM COMPONENTS & PERFORMANCE CRITERIA

The system refill connection on the control panel shall have a quick disconnect connection rated for 6000 PSI.

The inlet connections from the storage banks to the control panel shall be #4 JIC (37` flare) male connections.

All tube fittings used on the panel shall be rated at 6000 PSI minimum static pressure with a 4:1 safety factor.

All pipe fittings shall be rated at 6200 PSI minimum with a 4:1 safety factor.

All tubing connections on the control panel shall be constructed of 304 seamless stainless steel and shall be 1/4" I.D. X .049" wall thickness. The tubing shall have a working pressure of 7200 PSI with a 4:1 safety factor.

INTERCONNECTING HOSE/FITTINGS

All interconnecting hoses and fittings shall be included with the system. This shall include all hoses and fittings needed to connect the cylinder banks to the control panel. All flexible hose shall be thermoplastic with 3/16" I.D., and rated at 6000 PSI maximum working pressure. The hose shall have a 4:1 safety factor.

IDENTIFICATIONS TAGS AND WARNING LABELS

Appropriate tags and warning label shall be affixed where necessary for safety and proper operation of the control panel. Gauges, valves and other components that are relied upon for normal operation and monitoring of the control panel shall be identified with permanently affixed chrome bezel with color-coded labels.

One (1) 78-D4-1220 Cylinders - SCBA (4) Bottle 6000

STORAGE CYLINDERS

There shall be four (4) 6000 psi cylinders in the system. Each cylinder shall meet the following specifications.

DOT Classification: DOT -E- 9909-6000

Internal Diameter: 8-1/2"

Outside Diameter: 9-9/32"

Height: 55"

Weight (empty): 188 lbs.

Service Pressure: 6000 PSI

Air Capacity at Service Pressure @ 70 F: 509 cubic feet

Retest Period: Five (5) Years

CGA Outlet: 702

One (1) 78-D6-0420 Mobile Safe Station - Space Saver AC700095

MOBILE FILL STATION

The fill enclosure shall be designed for mobile or in-house applications and have the ability to fill two-(2) SCBA or SCUBA cylinders, either simultaneously or individually. A prototype of the fill station must have been tested under NFPA-1901 guide lines. A certification certificate shall be available upon request.

The unit shall be constructed of .25 inch plate steel. The fill enclosure door is constructed of .25 inch stainless steel. The cylinder holders shall be lined with a material to protect each cylinder from abrasion.

Access to the enclosure for filling cylinders shall be through a manually operated slide-up door and tilt-out bottle holder. Three (3) gas filled springs shall be provided to assist in the operation of the fill station door and cylinder holders. A mechanical twist latch shall be provided to secure the door in the closed position.

The loading position from a standard truck compartment floor to the center of the bottle valve shall be Approximately 13.6 inches in the lower holder and 23.5 inches in the upper holder.

The maximum length of either a SCBA or SCUBA bottle with the valve and fill adapter is 29 inches.

An Automatic, air operated, safety interlock system shall be provided to prevent the accidental filling of a cylinder until the door is completely closed and latched. Two fill hoses shall be provided each with stainless steel SCBA fill adaptors and bleeder, on/off valves shall also be provided and located inside the fill enclosure.

The fill station shall be designed so if a cylinder should rupture, rapidly expanding air is vented through an opening in the bottom of the enclosure and out through the compartment floor. A breakaway rubber seal shall be provided to seal the compartment floor.

The fill station shall be designed to conserve space and shall not exceed the following dimensions: 13.5” inches wide by 43”inches high by 23.5” inches deep. Note; the fill station door shall not exceed 53” inches high with the door in the open position.

The fill station shall not exceed 425 pounds.

Four (4) Rack - Dot Bottle (Per Bottle)
94-C2-1420

DOT AIR BOTTLE RACK

There shall be four (4) air bottle rack designed to hold one (1) DOT compressed breathing air bottle. Customer must specify location of rack(s).

Engineering approval of mounting location is required.

Six (6) Bracket - Air Pack, Ziamatic UN-6-30
96-M6-1020

BRACKET(S), AIR PACK

There shall be six (6) Ziamatic Model UN-6-30 air pack bracket(s) installed on the apparatus as specified by the Fire Department.

Three (3) Bracket - Air Pack w/strap, Ziamatic ULLH
96-M6-1220

BRACKET(S), AIR PACK W/STRAP

There shall be three (3) Ziamatic Model ULLH air pack bracket(s) with strap (part number 1054-012-000) installed on the apparatus as specified by the Fire Department. The bracket(s) shall meet NFPA 1901.

One (1) Air System - NFPA Test
78-D8-6020

NFPA TEST, AIR SYSTEM

The complete air system shall be tested by the apparatus manufacturer/company, which installs the system. The results shall be provided to the purchaser at the time of delivery.

If the air system includes a compressor, the system shall be tested to ensure it meets or exceeds the requirements for air quality and output.

If the air system has an air purification component, the discharge air shall be tested to ensure it is of the proper grade and that the following contaminants are within acceptable levels: Carbon Monoxide, Carbon Dioxide, Moisture, Oil and Odor.

One (1) Wheel Paint - Job Color w/Stripe
80-B4-0420

WHEEL FINISH

Vehicle wheels shall be painted to match the exterior paint. They shall have silver painted outside trim to complete the wheel finish.

One (1) 80-C2-0220 Paint - Body, Single Color

BODY PAINT FINISH, SINGLE COLOR

The body exterior shall have no mounted components prior to painting to assure full coverage of metal treatments. Box pan compartment doors shall be painted separately to assure proper paint coverage on body, doorjambs, and door edges.

All painted surfaces shall follow the following procedure to insure a lasting finish:

- Metal surfaces shall be sanded to remove all burrs and imperfections, before etching and treatment.
- A wax & grease solvent shall be used to clean and prep the aluminum surface. The surface shall then be rinsed with fresh water. This step removes wax, grease and other surface contaminants, thus leaving a bright, clean, and conditioned surface.
- A self-etching, metal primer shall be applied next. The self-etching primer shall fill all of the minor imperfections, scratches, etc. in the metal. This step produces a corrosion resisting conversion coating that prevents off oxidation and other surface contaminants leaving a surface that gives excellent paint adhesion.
- A sandable primer shall be sprayed on the metal that seals the surface for the polyurethane paint. A minimum coating thickness of 2 MIL shall be applied. Primer is then sanded smooth leaving the best surface for topcoat.
- The apparatus body shall then be painted with a minimum of three-(3) coats of color.

These steps are followed as recommended by the paint manufacturer to provide a lasting and high quality gloss finish. DuPont shall provide all paint products.

One (1) 80-C4-2020 Body Paint Color/Code: Special

BODY PAINT COLOR/CODE

The customer shall specify the exact paint color and number for the completed apparatus body. The paint color shall then be cross-referenced to a DuPont number. The apparatus body shall then be painted as described in the paint section with this color.

One (1) 80-D2-0620 Paint - Interior Compartment, "F-Shield" Extruded Bodies

PAINT, INTERIOR COMPARTMENT

The interior of the body compartments shall be painted with “F-Shield”.

“F-Shield” is a 100% solids, state-of-the art, VOC-free, plural-component, pure polyuria elastomeric membrane. This seamless system exhibits extraordinary performance characteristics. F-Shield is based on amine-terminated polyether resins, amine chain extenders and MDI pre-polymers. This membrane achieves an extremely tough, flexible, chemical and abuse resistant finish. F-Shield shall be used in specified areas for maximum protection.

One (1) Stripe - Scotchlite, 4"
80-E2-0220

SCOTCHLITE STRIPE

There shall be a 4" wide Scotchlite stripe located on the apparatus cab and body. The stripe shall cover a minimum of fifty percent (50%) of the cab, body sides and of the rear of the apparatus. The stripe shall also cover twenty-five percent (25%) of the front of the apparatus. The stripe shall be installed to meet the current NFPA requirements.

One (1) Striping Color: White
80-E4-0420

The striping shall be white in color.

One (1) Striping Layout: Straight Down Cab/Body
80-E4-8020

The reflective stripe shall run straight from the headlights to the rear of the body on each side of the apparatus.

One (1) Stripe - Cab Paint Break, 3/4" Spun Silver w/Pinstripe
80-E6-0820

CAB PAINT BREAK STRIPE

There shall be a 3/4" Spun Silver stripe with applied to the chassis paint break line. The stripe shall have a 1/8" black pinstripe above and below the 3/4" stripe.

One (1) Striping - Rear Body, Reflective Chevron
80-E8-0220

STRIPE, REAR CHEVERON

A minimum of fifty percent of the rear vertical surface of the unit shall be overlaid with a reflective material, installed in an alternating "Chevron" pattern (sloping down and away

from the centerline) at a 45-degree angle. Each stripe shall be 6” wide and the colors of stripping shall be in compliance, with the current edition of NFPA 1901.

One (1) 80-E8-0620 Chevron Striping Colors: 3M Red & Lime Green

The Chevron striping shall be 3M red and lime green.

One (1) 80-G2-0220 Lettering - 3" Spun Silver w/Shade

LETTERING

There shall be a maximum of sixty (60) 3" tall Spun Silver letters applied to the apparatus. The lettering shall also have a one color shade applied.

One (1) 80-H2-0620 Decals/Maltese Cross (2)

FIRE DEPARTMENT DECALS

There shall be one (1) pair Fire Department decals/Maltese Crosses installed on the apparatus. The decals shall match the Fire Department requirements.

One (1) 98-A2-0420 Warranty - Body Parts & Labor, 2-Year

WARRANTY, BODY PARTS & LABOR

There shall be a two-(2) year body mechanical parts and labor warranty provided with the apparatus. The apparatus shall be free of defects in material and workmanship for a warranty period of two-(2) year after the date on which the apparatus is first delivered to the original purchaser.

One (1) 98-A2-1020 Warranty - Cab/Chassis Parts & Labor, 2-Year

WARRANTY, CAB/CHASSIS PARTS & LABOR

The manufacturer shall provide a limited parts and labor warranty to the purchaser of the cab and chassis for a period of two-(2) year, or the first 24,000 miles, whichever occurs first. The warranty period shall commence on the date the vehicle is delivered to the end user.

One (1) 98-A4-0420 Warranty - Body Structure, 10-Year/100,000 Miles

WARRANTY, BODY STRUCTURAL

There shall be a ten-(10) year body warranty on each new fire body/heavy-duty rescue apparatus. The bodies are to be free of structural failures caused by defective design or

workmanship for a warranty period of ten-(10) years after the date on which the vehicle is first delivered to the original purchaser or 100,000 miles, whichever occurs first.

One (1) Warranty - Body Paint, 4-Year/100,000 Miles
98-A6-0220

WARRANTY, BODY PAINT/CORROSION

There shall be a four-(4) year paint/corrosion warranty provided. This warranty shall cover perforation, blistering, peeling, or any other adhesion defects caused by defective manufacturing methods, or material selections, for a warranty period of four-(4) years or 100,000 miles which occurs first, after the date of which the vehicle is first delivered to the original purchaser.

One (1) Manuals - Apparatus Body & Components
98-B2-1820

MANUALS, APPARATUS BODY

The contractor shall supply, at time of delivery, at two-(2) sets of complete operation and service documentation covering the completed apparatus as delivered and accepted.

The documentation shall address at least the inspection, service, and operations of the fire apparatus and all major components thereof.

One (1) Safety Guide - FAMA
98-B2-2220

SAFETY GUIDE

One-(1) copy of the latest edition of FAMA's Fire Apparatus Safety Guide shall be provided with the completed apparatus.

One (1) Wiring Diagrams - Cab/Chassis, Standard
98-B2-6020

WIRING DIAGRAMS, CAB/CHASSIS

There will be a complete digital set of electrical schematics provided at the time of delivery. These schematics will have each circuit properly numbered and in color.

The schematic will show each connector in the circuitry and the position in which each circuit enters, exits, or terminates. The schematic will be drawn in such a manner as to allow individual circuitry to be followed throughout the apparatus.

These schematics will not have the circuitry condensed into a single line or sets of lines. Multiple sheets will be acceptable so long as each of the harnesses is properly identified to the connecting sheet and harness. There will be a border around the paper(s), which

contain alpha and numeric characters for indexing coordinate reference. There will be an indexing or part reference document for quick location of items shown on the schematics.

One (1) 98-B2-6620 Wiring Diagrams - Apparatus Body, Standard

WIRING DIAGRAMS, APPARATUS BODY

There will be a complete set of generic electrical schematics provided at the time of delivery. These schematics will have each circuit properly numbered and in color.

The schematic will show each connector in the circuitry and the position in which each circuit enters, exits, or terminates. The schematic will be drawn in such a manner as to allow individual circuitry to be followed throughout the apparatus.

These schematics will not have the circuitry condensed into a single line or sets of lines. Multiple sheets will be acceptable so long as each of the harnesses is properly identified to the connecting sheet and harness. There will be a border around the paper(s), which contain alpha and numeric characters for indexing coordinate reference. There will be an indexing or part reference document for quick location of items shown on the schematics.

This document will refer the user to the appropriate drawing and page number and to sections of the drawing(s) by the means of letter and number coordinates. The schematic will show all harnesses used in the apparatus cab, chassis and body that is supplied by the chassis and body manufacturer.

Modifications to the manufactured standard harnesses are to be documented and properly indexed for quick identification.

A complete wire number, color, and function listing will accompany the schematics.

FERRARA FIRE APPARATUS, INCORPORATED
Leading the Way!

QUOTATION

Weslaco FD	FFA

Exp. Date: 11/27/2016
Quote No: 10012-0001
Job/Order No: 6177
09/26/2017

PART NO	S		DESCRIPTION	QTY	ID
			== Legals - Rescues - 1602.001 02/02/16 ==	**1**	**FE**
00-02-2820		>	Proposal Response (Rescue)	1	FE
00-12-0420			Manufacturer - Virtual	1	FE
00-12-0620		<	Principal Dimensions	1	FE
			no requirements noted- as close to drawing as possible		
00-12-0820			Certified Welders	1	FE
00-12-1020			Body Weight	1	FE
00-14-0620			Drawings - Approval	1	FE
00-16-6420			Final Inspection - Factory (Lodging/Meals) Per Person	3	FE
00-16-8220		>	Factory Instruction - US Departments (Per Day)	1	FE
00-18-0820		>	Vehicle Transportation - Over the Road (Per Mile)	500	FE
00-18-1820	S	<	Delivery Time:(AROC)Calendar Days	120	FE
			days after receipt of chassis		
00-18-2020			Vehicle Familiarization & Demonstration	1	FE
00-22-0220			Service Contacts	1	FE
00-22-0620			Company Service Vehicles	1	FE
00-22-0820			Replacement Parts	1	FE
			== CHASSIS - Commercial Rescue LD - 1602.001 02/02/16 ==	**1**	**FE**
			LD CHASSIS - 4 DOOR CAB, RESCUE	**1**	**FE**
00-G2-1820	S	>	CHASSIS - Ford F550 XL.5K GVW/4-Door/4 Wheel Drive)	1	FE
06-A8-0220		>	Tilt Table Testing	1	FE
80-A2-1020			Paint - Commercial Cab, Two Tone	1	FE
80-A8-0420		< >	Upper Cab Paint Finish	1	FE
			Paint Break Line:		
80-A8-0820			Lower Cab Paint Finish	1	FE
80-B2-1820		>	Cab Paint Color/Code: Special	1	FE
80-B2-1820		>	Cab Paint Color/Code: Special	1	FE
			== Chassis Mods - Rescue Light-Duty - 1602.001 02/02/16 ==	**1**	**FE**
			FRONT BUMPERS / COMPONENTS / ACCESSORIES	**1**	**FE**
02-B2-1620			Replacement Bumper - Ranch Hand Legend Series	1	FE
02-K2-1620		<	Receiver Hitch - Below Rear Bumper, Class 4	1	FE
			A warning label permanently affixed in close proximity of the receiver shall be installed stating manufacturers suggested maximum load rating.		
02-K6-0220			Additional 12V Power Connector - Portable Winch	1	FE
02-R4-6620		<	Siren Speaker - CPI SAD-4318 (Driver's Side)	1	FE
			Change speaker model number if necessary to fit the Ford bumper		

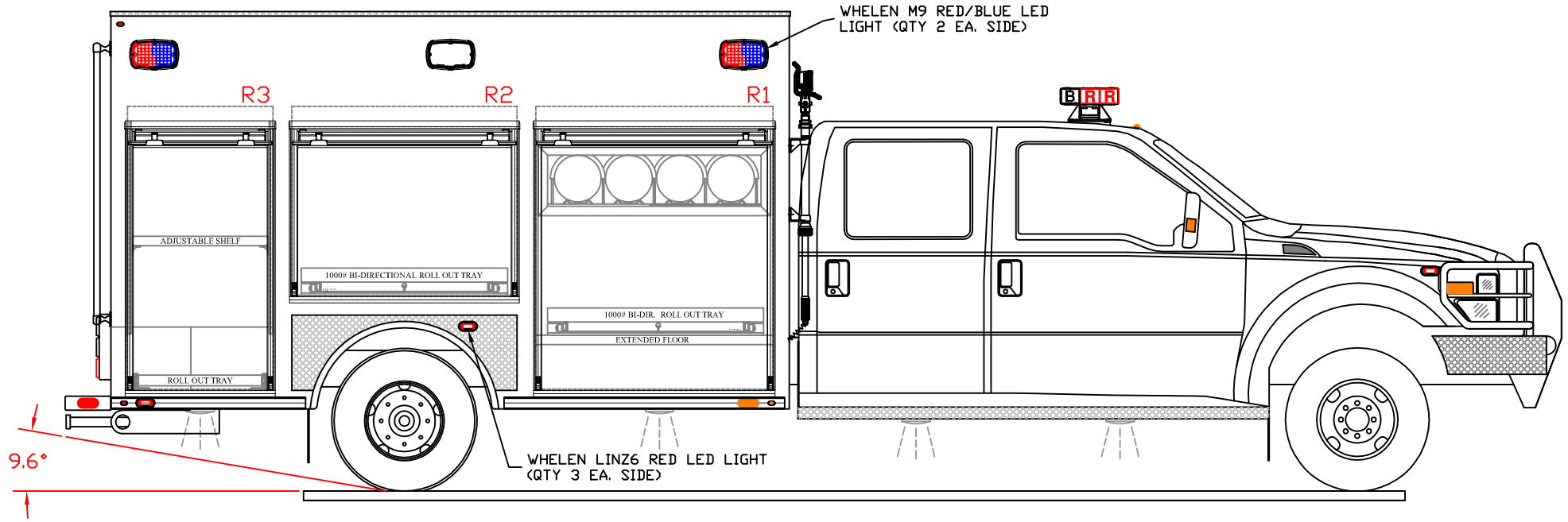
PART NO	S		DESCRIPTION	QTY	ID
04-E4-2020		<	Mud Flaps - Front	1	FE
			if necessary- in addition to the OEM		
			SINGLE AXLE / TIRES / WHEELS / COMMERCIAL	**1**	**FE**
04-S6-1220			Tire Pressure Monitor (2 Axles) - LED Alert	1	FE
			ENGINE / COMPONENTS / CHARGING SYSTEMS	**1**	**FE**
08-E8-0420		>	Battery Charger - Auto Charge 1000, Kussmual 091-215-12	1	FE
08-G4-2020		< >	Receptacle - Kussmaul 20 AMP Super Auto-Eject 091-55-20-120	1	FE
			Location under the L2 compartment forward in the rear wheel well		
08-G6-0220			Cover - Super Auto Eject Yellow, Kussmaul 091-55YW	1	FE
08-G8-2020			Digital Display - Remote, Kussmual 091-199-01	1	FE
08-G8-8220			Plate - Shore Power Inlet	1	FE
			COMMERCIAL CAB - EXTERIOR TRIM COMPONENTS	**1**	**FE**
14-E4-1020	S	<	Exterior Trim - Cab Running Boards (LD Chassis)	1	FE
			Order chassis with Ford OEM running boards		
			COMMERCIAL CAB - INTERIOR TRIM COMPONENTS	**1**	**FE**
14-J2-0220		< >	Console - Cab Center	1	FE
			Battery master switch in console- not at door opening		
14-J4-0220			Interior Trim - Lower Door Panels Reflective Material (2 Door Cab)	1	FE
			COMMERCIAL CAB - INSTRUMENTS AND CONTROLS	**1**	**FE**
14-K6-1220			Light - Ignition On Indicator	1	FE
14-K6-2220		<	Switch - Master Load Disconnect	1	FE
			mount on center console- not in the floor		
14-K6-4420		>	Load Manager /with High Idle	1	FE
14-K6-4620		<	Switch Panel - 6 Position	1	FE
			center console		
16-M2-2620		>	Radio Antenna Installation - Customer Supplied	1	FE
16-M2-4220			Radio 12-Volt Power Circuit (Center Dash)	1	FE
16-M4-2420		<	Electronic Siren - Whelen 295SLSA1	1	FE
			Center console		
			COMMERCIAL CAB - INTERIOR LIGHTING	**1**	**FE**
16-P2-6220			Light - Open Door, LED	1	FE
16-R4-0820	S	<	Lights (1) - Engine Maintenance, LED	1	FE
			One LED		
			COMMERCIAL CAB - EXTERIOR ILLUMINATION	**1**	**FE**
18-D2-1220			Lights (2) - LED Cab Ground, Whelen 20C0CDCD	1	FE
			AUDIO / VISUAL COMMUNICATION SYSTEMS	**1**	**FE**
			NFPA SAFETY SIGNS	**1**	**FE**
18-P2-0220			Safety Signs - General Requirements	1	FE
18-P2-1020			Plate - Carrying Capacity NFPA	1	FE
18-P2-1620			Safety Signs - Seated & Belted, FAMA07	1	FE
18-P2-1820			Safety Sign - Cab Equipment Mounting, FAMA10	1	FE

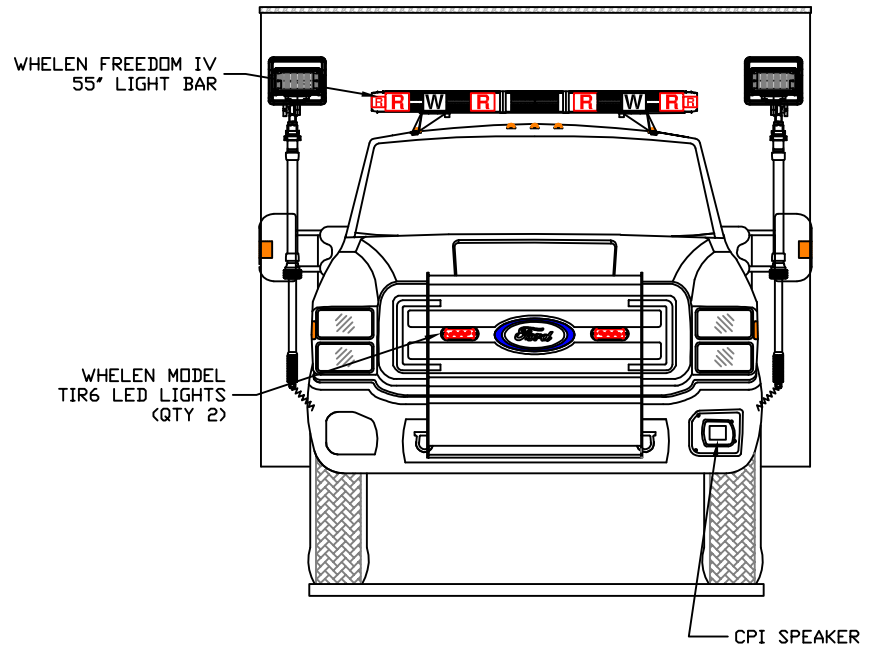
PART NO	S		DESCRIPTION	QTY	ID
18-P2-2020			Safety Sign - Fire Service Tire Rating, FAMA12	1	FE
18-P2-2220			Safety Sign - Cab Seating, FEMA14	1	FE
18-P2-2420			Saftey Signs - Helmet Worn in Cab, FAMA15	1	FE
18-P2-2820			Safety Signs - Climbing Method Instruction, FAMA23	1	FE
18-P2-4020			Safety Signs - Riding on Exterior, FAMA24	1	FE
18-P4-0620			Plate - Overall Height/Length/Weight	1	FE
18-P4-0820			Plate - Fluid Capacity	1	FE
18-P4-1020			Saftey Sign - Apparatus Movement Warning	1	FE
	S		**== Bodies - Rescue Walk Around, 84C/A - 1602.001 02/02/16 ==**	**1**	**FE**
02-K4-1020		<	Winch - Portable, Warn 9,000 Pound XD9000i	1	FE
			Storage location lower B1		
42-A2-1420			Body - Light Duty Rescue, 96" Wide Extruded Aluminum 84" C/A	1	FE
42-A8-1020			Body Subframe - Extruded Aluminum	1	FE
42-A8-2020			Body/Compartment Construction - 96" Wide Body	1	FE
42-A8-4020			Wheel Well Panels & Fenders - Body, Aluminum Treadplate	1	FE
42-B4-0820	S		Compartments - Left Side (50.5/48/31 w/60" Interior Height)	1	FE
42-C2-4221		<	Compartment Door - Left Side Roll Up, ROM PAINTED	3	FE
			Door to be painted job color blue		
42-D4-0820	S		Compartments - Right Side (50.5/48/31 w/60" Interior Height)	1	FE
42-E2-4020			Compartment Doors - Right Side Roll Up, AMDOR Satin Finish	1	FE
42-E2-4221		<	Compartment Door - Right Side Roll Up, ROM Painted	3	FE
			Door to be painted job color blue		
44-A2-0820	S	<	Compartment - Center Rear, Full Height w/Roll Up Door	1	FE
			Door to be painted job color blue		
60-A2-6220		>	Body Modification - Compartment Height Raise, Per Inch	15	FE
62-I2-2220	S	<	Compartment - Backboard/Stokes Basket Storage	1	FE
			Location: per drawing		
66-A2-0420			Body Trim Package	1	FE
66-A2-2420	S	>	Fuel Fill - Recessed w/Door, Left Side	1	FE
66-A2-4420			Mud Flaps - Rear	1	FE
66-A2-4620		>	Rubrail - Extruded Aluminum	1	FE
66-A4-0220		>	Step - 10" Rear, Slotted Aluminum	1	FE
66-A4-6220		<	Step - Chrome Folding, Rear of Body	4	FE
			Location Left side rear body		
66-A4-8820			Tow Eyes (2) - Rear, Below Body	1	FE
66-A6-0220	S	<	Handrail - Above Body Compartment, 60" Knurled Aluminum	2	FE
			Location one each side of the B1 compartment		
			== Body Components - Rescue Light-Duty - 1602.001 02/02/16 ==	**1**	**FE**
66-B2-0420		<	Shelf - Permanent, Smooth Aluminum	3	FE
			L1/R1/B1 extended floor to door for bi-directional tray		
66-B2-4020		< >	Shelf - Adjustable, 29-36" x 24-28"D	6	FE
			(2)- L3,(1) R3, (2)- B1		

PART NO	S	DESCRIPTION	QTY	ID
66-C2-0420	<	Tray - 250 Pound Roll-Out, 19-36"W x 24-28"D	2	FE
		B1, R3 floor of the compartments		
66-C2-1820	<	Tray - 500 Pound Roll-Out, 19-36"W x 24-28"D	2	FE
		B1 floor for rescue tools		
66-C2-4420	<	Tray - 1000 Pound Bi-Directional Roll-Out, 19-36"W x 90"D	2	FE
		L1/R1 in front half of the compartment and L2/R2		
66-F4-0420	<	Divider - Compartment	1	FE
		Location L3		
66-F4-1620	>	Turtle Tile - Compartment Shelf/Tray, Black (Per Shelf/Tray)	11	FE
		== Elec. Components - Rescue Light-Duty - 1602.001 02/02/16 ==	**1**	**FE**
		***** ELECTRICAL / COMPONENTS / ACCESSORIES *****	**1**	**FE**
70-A2-2020		Electrical System - Apparatus Body	1	FE
70-A2-4020		Electrical System - 12 Volt Testing	1	FE
70-A2-6020		12-Volt Wiring Protection - Split Loom	1	FE
70-A2-8020		EMI/RFI Protection	1	FE
		AUDIBLE WARNING DEVICES	**1**	**FE**
70-B2-0220	>	Back Up Alarm - 107 dB, Whelen WBUA107	1	FE
		INTERIOR COMPARTMENT LIGHTING	**1**	**FE**
70-E2-1020	>	Light - 45" LED Compartment, On Scene Night Axe 70018	4	FE
70-E2-1220	>	Light - 54" LED Compartment, On Scene Night Axe 70030	10	FE
70-H2-0220	>	Switch - Compartment Door Ajar Indicator	1	FE
72-G8-2020		Zone A Upper Light Bar - 55" LED, Whelen Freedom IV F4N2QLED	1	FE
72-M8-6620		Zone B/D Upper Body Side Front Lights (2) - Red/Blue w/Clear Lens M9 LED, Whele	1	FE
72-P8-6820		Zone B/D Upper Body Side Rear Lights (2) - Red/Blue w/Clear Lens M9 LED, Whele	1	FE
72-S8-0220		Zone C Upper Outboard Lights (2) - Red/Blue w/Clear Lens M9 LED, Whelen M9J	1	FE
74-B8-2020		Zone A Lower Lights (2) - Red TIR6 LED, Whelen 50R03ZRR	1	FE
74-C8-1620		Zone B & D Lower Front (2) - Red w/Clear Lens LINZ6 LED, Whelen LINZ6R	1	FE
74-D8-1220		Zone B & D Lower Midship (2) - Red w/Clear Lens LINZ6 LED, Whelen LINZ6R	1	FE
74-G8-1020		Zone B & D Lower Rear (2) - Red w/Clear Lens LINZ6 LED, Whelen LINZ6R	1	FE
74-H8-4620	>	Zone C Lower Lights (2) - Red LINZ LED, Whelen LINZ6R	1	FE
74-J4-0420		Stop/Turn LED /Reverse Halogen Lights - Whelen 600 Series	1	FE
74-J4-2020		Housing - Rear Tail Light Assembly, CAST3	1	FE
74-J4-8020		Switch - Reverse Lights	1	FE
		12-VOLT APPARATUS LIGHTING / ACCESSORIES	**1**	**FE**
74-L0-2220		Lights - LED Clearance and Maker, Whelen OS	1	FE
74-L2-1020		Lights (6) - LED Underbody, Whelen 20C0CDCD	1	FE
74-L2-4020	<	Light - LED License, Whelen OSC0EDCR	1	FE
		under B1		
74-P2-2020		Lights (2) - M9 LED Scene, Whelen M9LZC	1	FE
74-P4-2620	>	Scene Light Locations - Side of Body, Centered	1	FE
74-P4-2820		Switch - Center Body Side Scene Light Activation, Cab Mounted	1	FE

PART NO	S		DESCRIPTION	QTY	ID
74-S2-0620			Telescoping Light Locations - Front of Body	1	FE
74-S2-1220			Light - 12 Volt 75 Watt LED Telescoping, Whelen Pioneer Plus PFP1	2	FE
74-S8-0220			Switch - Telescoping Light Activation, Light Head	2	FE
78-D0-0420			Cascade System - 6000 PSI	1	FE
78-D2-1220			Filling Station - SCBA Gauged (4 Bottles) 6000 PSI	1	FE
78-D4-1220		<	Cylinders - SCBA (4) Bottle 6000	1	FE
			Location transverse top of L1/R1		
78-D6-0420		<	Mobile Safe Station - Space Saver AC700095	1	FE
			Location forward compartment of L3		
78-D8-6020			Air System - NFPA Test	1	FE
			== Paint - Rescue - 1602.001 02/02/16 ==	**1**	**FE**
80-B4-0420		>	Wheel Paint - Job Color w/Stripe	1	FE
80-C2-0220			Paint - Body, Single Color	1	FE
80-C4-2020		>	Body Paint Color/Code: Special	1	FE
80-D2-0620			Paint - Interior Compartment, "F-Shield" Extruded Bodies	1	FE
80-E2-0220		>	Stripe - Scotchlite, 4"	1	FE
80-E4-0420			Striping Color: White	1	FE
80-E4-8020			Striping Layout: Straight Down Cab/Body	1	FE
80-E6-0820	S		Stripe - Cab Paint Break, 3/4" Spun Silver w/Pinstripe	1	FE
80-E8-0220			Striping - Rear Body, Reflective Chevron	1	FE
80-E8-0620			Chevron Striping Colors: 3M Red & Lime Green	1	FE
80-G2-0220	S		Lettering - 3" Spun Silver w/Shade	1	FE
80-H2-0620			Decals/Maltese Cross (2)	1	FE
			== Warranty / Manuals - Rescue Commercial - 1602.001 02/02/16 ==	**1**	**FE**
98-A2-0420			Warranty - Body Parts & Labor, 2-Year	1	FE
98-A2-1020			Warranty - Cab/Chassis Parts & Labor, 2-Year	1	FE
98-A4-0420			Warranty - Body Structure, 10-Year/100,000 Miles	1	FE
98-A6-0220			Warranty - Body Paint, 4-Year/100,000 Miles	1	FE
98-B2-1820			Manuals - Apparatus Body & Components	1	FE
98-B2-2220			Safety Guide - FAMA	1	FE
98-B2-6020			Wiring Diagrams - Cab/Chassis, Standard	1	FE
98-B2-6620			Wiring Diagrams - Apparatus Body, Standard	1	FE
94-C2-1420		<	Rack - Dot Bottle (Per Bottle)	4	FE
			Top of L1/R1		
96-M6-1020		>	Bracket - Air Pack, Ziamatic UN-6-30	6	FE
96-M6-1220		>	Bracket - Air Pack w/strap, Ziamatic ULLH	3	FE

PART NO	S	DESCRIPTION	QTY	ID



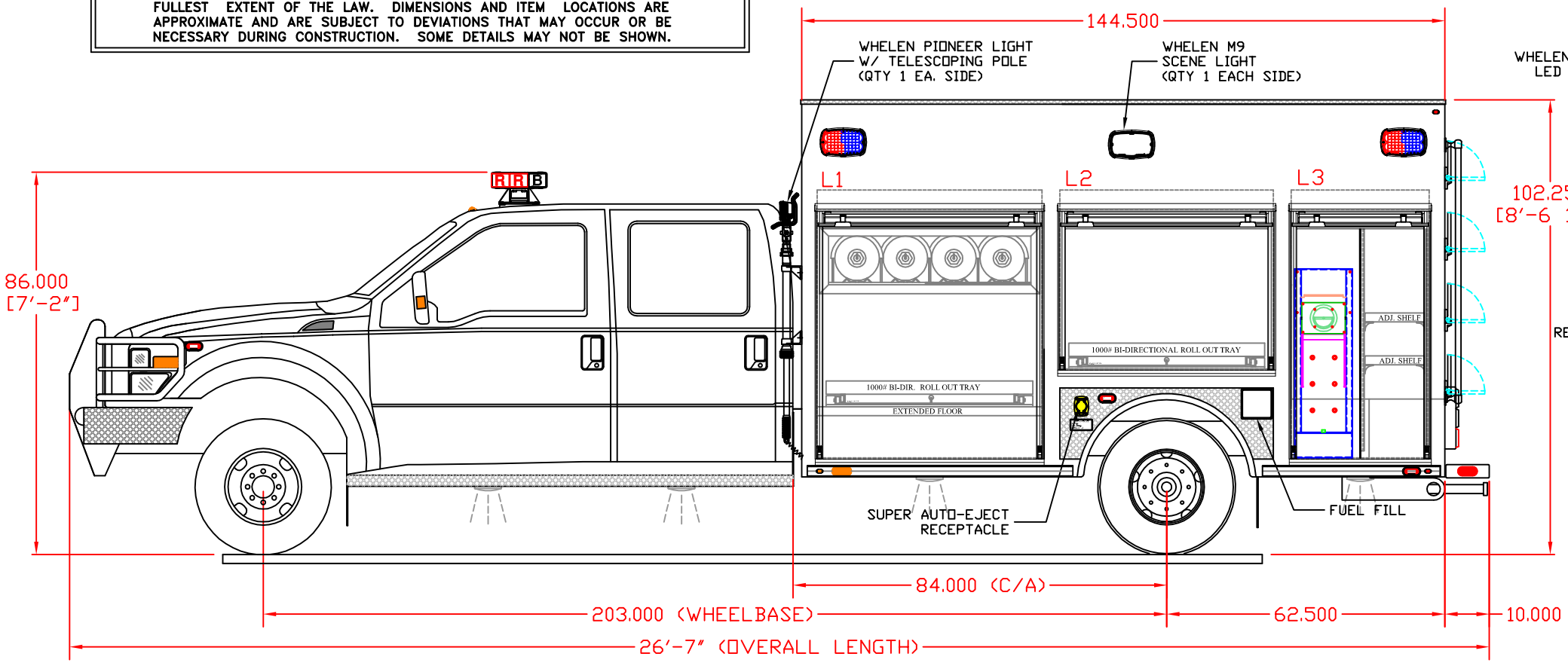


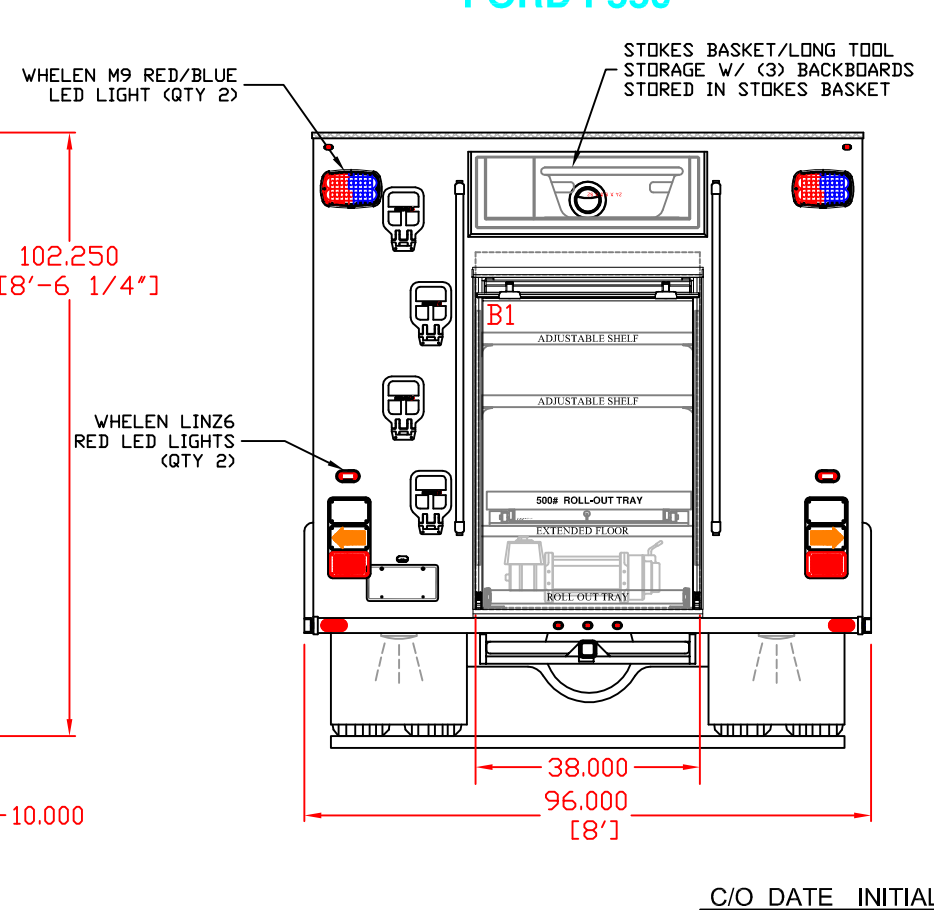
COMPARTMENT DIMENSIONS		
COMPT.	OPENING	INTERIOR
L1/R1	48W X 51.5H	50.50W X 60H X TRANSVERSE UPPER 19D LOWER
L2/R2	45.5W X 31.5H	48W X 40H X TRANSV.
L3/R3	28.5W X 51.5H	31W X 60H X 26D
B1	35.5W X 52H	38W X 60H X 17/34D

IT IS UNLAWFUL TO COPY OR REPRODUCE ANY OR ALL OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF FERRARA FIRE APPARATUS. ANY UNAUTHORIZED REPRODUCTION WILL RESULT IN PROSECUTION TO THE FULLEST EXTENT OF THE LAW. DIMENSIONS AND ITEM LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO DEVIATIONS THAT MAY OCCUR OR BE NECESSARY DURING CONSTRUCTION. SOME DETAILS MAY NOT BE SHOWN.

FERRARA
REV GROUP

WESLACO FD TEXAS
FORD F550





C/O	DATE	INITIALS
	09/08/17	CG

HALL
BUICK · GMC
5721 Highway 31 West
Tyler, Texas 75709

FIRE APPARATUS PROPOSAL

September 6, 2017

Weslaco FD
Chief Tony Lopez
120 E. 5th Street
Weslaco, Tx 78596

We are pleased to submit our proposal for your consideration on the following complete apparatus in strict accordance with the attached proposal for:

One (1) Ferrara Fire Apparatus, Inc. Light Duty Rescue mounted on a new Ford F550 4 door 4x4 chassis per the attached specifications:

$225,000.00

The pricing provided is **exclusive** of all Federal, State and Local taxes and any other fees, which may apply unless specifically noted herein.

Payment Terms: Payment is due upon delivery and acceptance of completed apparatus.

The apparatus and equipment shall be supplied and shipped in accordance with the specifications and approvals by the Weslaco Fire Department. Delays due to strikes, war or other causes beyond our control not preventing, within **150 calendar days after receipt of the Ford chassis**, and will be delivered to you at:

Ferrara Fire Apparatus Inc.
Holden, LA 70744

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the Weslaco Fire Department. The proposal specifications are supplied for construction purposes. Any additions and/or changes to the enclosed specifications shall be generated and/or approved by the Weslaco Fire Department, and accepted by Hall Motors/Ferrara Fire Apparatus, Inc.

Unless accepted within 30 days from this date, Hall Motors/Ferrara Fire Apparatus, Inc. reserves the right to withdraw this proposal.

Sincerely,
Hall Motors

A Ferrara Fire Apparatus Dealer

5721 Highway 31 West • Tyler, Texas 75709
E-mail: hallbuickpontiacgmc@hotmail.com
Phone 903-266-7880

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1292
From:	
Subject: Discussion and consideration to amend the Ground Lease Agreement with the Weslaco Economic Development Corporation, Hangar E-24 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)	
Background: As airport staff continues to update and negotiate ground lease agreements, the Weslaco Economic Development Corporation would like to update their ground lease agreement with the airport. The ground lease agreement makes various out dated and conflicting references to the airport and the airport infrastructure. The EDC has provided airport staff with the proposed changes (see attachment).	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted: Mayor's Signature	
If item previously considered, provide date and action by Commission:	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:	
Advisory Review, if any (name of board/committee, date of action, recommendation)**:** The Airport Advisory Board approved the request unanimously at the Airport Advisory Board meeting on October 12, 2017.	
Andrew Muñoz Andrew Muñoz Mike Perez	Created/Initiated Approved Final Approval
City Manager Comments: Approve.	
Staff Recommendation: Staff recommends approval.	
Attachments, if any: E-24 EDC Amendment	
Responsibilities upon Approval:	

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO MID-VALLEY AIRPORT HANGAR 24 LEASE

Date: Amendment Effective Date: October ___, 2017, or the last date on which this agreement has been executed by the Parties.

Parties:

1. City of Weslaco, Texas, as Lessor.
2. Economic Development Corporation of Weslaco, as Lessee.

Original Lease: Dated: August 1, 2008, relating to Unit No. E24, Mid Valley Airport

Amended Provisions

Section 2A is amended as follows:

A. An area of 80 feet X 100 feet, identified as Hangar Number E24 on Exhibit "A" which is attached hereto; Lessee shall comply with the provisions set out in the Addendum to Airport Lease Agreement attached hereto as Exhibit "B".

Section 5A is amended as follows:

A. For the exclusive use of Hanger No. E24 and/or land, the initial rental charge of $576.00 per year, or any portion thereof, shall be paid in advance on a yearly or monthly basis. Total annual payments $576.00, except that Lessor waives rent for the sixty (60) month period commencing August 1, 2008.

Section 5B is amended as follows:

B. Should Lessee pay on a monthly basis, the monthly rental fees shall be due by the fifth (5th) of every month. No notice or invoice will be mailed to Lessee and this Agreement shall serve as adequate notice. Payments received after the fifth (5th) of the month shall be subject to a ten (10%) percent late fee.

Section 5C is amended as follows:

C. Lessee shall pay a security deposit equal to one month's rent to be paid with the annual rental fee or with the first monthly payment, whichever may be the case. The deposit will be returned to Lessee within thirty (30) days following the end of the lease term if the premises are vacated in a clean, undamaged, rental condition, if all keys are returned, and if all rent, utility and other charges have been paid in full. Lessee authorized Lessor to deduct from the security deposit any sums necessary to repair any damages, replace keys, and so on.

Section 5D is amended as follows:

D. In subsequent years, the rent, deposit fee or late fee may be changed by the City Commission after receiving a recommendation from the Airport Committee that such change is in the best interest of the City. The City Commission shall give at least sixty (60) day's notice prior to the effective day of the new changes but in no case shall such new charges become effective after the 60-day notice period.

[Applicable only if checked]

Section 5E is amended as follows:

E. Lessee shall not be responsible for payment of utilities. Utility expense incurred, if any, shall be payable by sublessee directly to the City.

Executed this _____ day of October, 2017.

City of Weslaco, Texas

By: _____
David Suarez
Mayor

Executed this _____ day of October, 2017.

Economic Development Corporation of Weslaco

By: _____
Marie McDermott
Executive Director

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1276
From:	
Subject: Discussion and consideration to approve the Economic Development Corporation of Weslaco work plan for fiscal year 2017-2018. Possible action. (Requested by Weslaco Economic Development Corporation.)	
Background: Please see attachment.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:	
If item previously considered, provide date and action by Commission:	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:	
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**	
Elizabeth Walker Mike Perez	Created/Initiated Final Approval
City Manager Comments: Approve.	
Staff Recommendation:	
Attachments, if any: 2017-2018 EDC Budget Work Plan	
Responsibilities upon Approval:	

2017 -2018 Economic Development Budget Work Plan

The Economic Development Corporation of Weslaco budget for 2017 – 2018 is taking advantage of the momentum create last fiscal year. With the training of our staff, the articles presented in the newspapers, the use of social media, events, and the WINS that the businesses that expanded and set up new in Weslaco – 293 jobs created and investment of $15 million.

Regionalism. The EDC is joining several organizations to help us get the word out on the advantages of doing business in Weslaco.

One organization is the Rio South Texas Economic Council (RSTEC), under Dues & Subscription. RSTEC's mission is to enhance knowledge of the area's many assets; to foster the growth of the local economy; and to boost the area's competitiveness in order to attract capital investment and jobs. Site Selector events, ICSC Conferences and European tradeshows are part of the effort they will bring to members. The EDC has accessed the ESRI program with enables us to track our commercial real estate, lease and for sale.

Another organization is the South Texas Manufacturers Association. This will be under the Dues & Subscription category. A membership in this organization will be used to marketing and recruit to other manufacturing or supply companies. This organization also does a Wage & Benefit Survey once a year and the EDC is able to use this information with prospects. This October, the STMA is holding its 25th Year Anniversary, the EDC is going to sponsor the occasion.

A new entity that the EDC is joining is Team Texas. The mission is "To provide opportunities for Team Texas members to make viable contacts in the pursuit of economic growth, capital investment and job creation." Team Texas facilitates more than twenty annual domestic marketing recruitment initiatives and global marketing strategies.

Liaison with the **Office of Governor Economic Development & Tourism** (Austin & Mexico City) and responded the leads.

Summary of Leads: Follow up on any leads to the point where they land in Weslaco.

Industrial Parks: Identify & purchase an industrial parcel for development for the future.

Business Retention & Expansion Visits: 18 visits or more per year to develop a relationship and share information.

Revitalize Downtown: Incentives (Weslaco 100 & Façade Improvements); Plan for Parking; Bicycle Rentals; and focus on owners.

Retail Trade: Attend the ICSC tradeshows and work with the developers. Work with The Retail Coach at tradeshows.

Procurement Workshop: Businesses in Weslaco and other areas of the RGV can benefit from

Focus on Education: South Texas College, UTRGV and TAMUK to create a comprehensive education system in the Rio Grande Valley yet the EDC wants to target the coming workforce, the junior high schools and high school in Weslaco. The Summer Camp for students studying Drones and other IT related subjects to promote technology.

Quality of Life: Alfresco Music & Art Festival – Bring the community together and people traveling to Weslaco to enjoy the events. The 4th of July event is a big event for Weslaco.

Marketing efforts: Weslaco will advertise in the following:

Locally: Mid Valley Crier/ The Monitor; Texas Border Business; Snapshot Economic Development Progress; & Rio Grande Guardian; the Digital Billboards; KTEX; Channel 5; & Social Media;
State: Site Selection; BXJ Business Xpansion Journal
Nationally: Site Selection;
Internationally: De Shopping & Mexico Industrial Magazine.

EDCW is deriving the budget off of 2% of sales tax income for the year, $3,000,246, a conservative approach. The State of Texas asks for a total promotion is limited to 10% of the sales taxes projected. EDCW is projected to be at $159,500, well below that $300,025.

Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1298
From:	
Subject: Discussion and consideration to approve an Interlocal Agreement for Transportation Services for a regional public transportation system, Valley Metro, in an amount not to exceed $39,292.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.)	
Background: The agreement allows participation in a regional public transportation system (Valley Merto) that is managed by the Lower Rio Grande Valley Development Council serving the general public and Mid Valley South Texas College campus with other STC campuses.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission: City Commission action on October 4, 2016 approved renewal of an interlocal funding an amount not to exceed $39,292.00.		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
Aida Vega Mary Barrera Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Approve.		
Attachments, if any: Interlocal Transportation Services, August Report Valley Metro Ridership Summary		
Responsibilities upon Approval: Execute and notify requester.		

INTERLOCAL AGREEMENT FOR TRANSPORTATION SERVICES

I. INTRODUCTION

This Interlocal Agreement for Transportation Services ("Agreement") entered into to be effective as of **September 1, 2017**, is between South Texas College, a political subdivision of the State of Texas ("College"), and the Lower Rio Grande Valley Development Council, a voluntary association of local governments in Cameron, Hidalgo and Willacy Counties ("LRGVDC"). This agreement is made pursuant to chapter 791 of the Texas Government Code (the Interlocal Cooperation Act), as amended.

RECITALS

WHEREAS, the College currently owns six transportation buses to serve its student's transportation needs to and from College campuses through the Circulator (Yellow) and Park & Ride transportation routes; and

WHEREAS, LRGVDC owns and operates a regional public transportation system;

WHEREAS, the College and LRGVDC wish to join efforts to establish a more efficient and economical bus transportation service which can connect the campuses of the College for the benefit of College students, staff and faculty; and

WHEREAS, the transportation service will advance the objective of improving access to the College's educational programs by increasing public transportation use in the Lower Rio Grande Valley;

NOW THEREFORE, in consideration of the promises and of the mutual covenants contained herein, the parties agree as follows:

II. ROLE OF THE LRGVDC (for Mid Valley (Purple) and Starr (Green) transportation routes)

LRGVDC shall have the following responsibilities:

1. To provide a bus route to serve the Mid Valley and Starr County campuses during the College's business days and hours of service according to the attached schedule on Exhibit A;
2. To operate and maintain its public transit system in compliance with regulations and guidelines of the Texas Department of Transportation ("TxDOT") and Federal Transit Administration ("FTA") (Attached Exhibit B for FTA Fiscal Year 2017 Certifications and Assurances);
3. To annually provide certifications and assurances that it will abide by all federal rules and regulations when using FTA funds for a project;
4. To assure that College students, faculty and staff board the buses free of charge upon presentation of an official identification card upon boarding;
5. To track all trips by College students, faculty and staff;
6. To provide College with monthly ridership participation reports within ten (10) working days after the last day of the prior month;
7. To develop initiatives in coordination with the College to ensure that all reasonable efforts are undertaken to increase use of the transportation services;
8. To lease three (3) buses to the College which will be operated and maintained by the College to perform its obligations under this Agreement; and
9. To maintain primary liability (within the limits of the Texas Tort Claims Act) and property insurance coverage on all its buses operating the Purple and Green Line routes, in compliance with TxDOT and FTA requirements; and upon request, to supply evidence of such to the College.

III. ROLE OF COLLEGE

The College shall have the following responsibilities:

1. To operate and maintain six buses owned by the College and three buses leased from LRGVDC for the Circulator (Yellow) and Park & Ride transportation routes during the College's business days and hours of service according to the attached schedule on Exhibit A;
2. To promote ridership by College students, faculty and staff (promotion efforts will include publicizing the service through newsletters, email notifications, signage at special events and semester registration, and other means it determines would be beneficial to increase participation and raise awareness of the service); and
3. To designate boarding locations at each campus with appropriate signage at each of its campus stop locations.
4. To maintain primary liability (within the limits of the Texas Tort Claims Act) and property insurance coverage on all its buses, including buses being leased to the College, in compliance with TxDOT and FTA requirements; and upon request, to supply evidence of such to LRGVDC.
5. To operate and maintain its public transit system in compliance with regulations and guidelines of the Texas Department of Transportation ("TxDOT") and Federal Transit Administration ("FTA") (Attached Exhibit B for FTA Fiscal Year 2017 Certifications and Assurances);

IV. CONTRACT AMOUNT AND COMPENSATION

A. Expense Reimbursement and Payment

On a quarterly-annual basis, the College will submit to LRGVDC expense reimbursement vouchers with supporting documentation for its operations, maintenance, and capital expenses arising from operation of the Circulator (Yellow) and Park & Ride transportation routes. LRGVDC shall remit payment to the College for approximately $299,812.00 (50 percent of the operation and 80 percent of the maintenance and capital expenses).

As consideration for the services to be provided by LRGVDC under this agreement, the College will remit payment to LRGVDC in the amount of $60,048.95 for the Fall 2017 semester and $60,048.94 for the Spring 2018 semester.

LRGVDC will request contributions from the City of Weslaco in the amount of $39,292.00 and from the Economic Development Corporation of Weslaco in the amount of $39,000.00 for the Fall 2017 and Spring 2018 semesters.

"Capital expenditures" refers to:

(a) Direct costs, indirect costs and in-kind contributions such as replacement of buses, overhaul of buses, rebuilding of buses, expansion of bus fleets, purchase and installation of service and support equipment, accessory and miscellaneous equipment, construction and rehabilitation of maintenance facilities, the introduction of new technology, capital support equipment such as computer hardware, software, bus diagnostic equipment and other equipment that enhances operating efficiency.

B. Match/In-Kind Report

"Match/In-Kind Report" refers to:

(a) The personnel services provided by the College in performing its obligations under this Agreement. The amount of "in-kind" will be reported as the employee's gross hourly compensation multiplied by the actual hours dedicated by an employee to perform work essential to the implementation and operation of the transportation services hereunder, and

(b) The College's actual operation and maintenance expenses incurred in connection with operation of the transportation services.

The College will submit to LRGVDC Match/In-Kind reports and supporting documentation on or before the 10th day of each fiscal year quarter (November, February, May, and August). Each report will be on College letterhead, approved and signed by an individual with the authority to request payment, and will contain the following supporting documentation:

1. Documentation of any activity claimed as Match/In-Kind. All expenses claimed as Match/In-Kind must be incurred only after the effective date of this agreement.
2. For staff time, the College must provide signed documentation that the individual staff person worked the time that is stated in the report. All time must be matched to an officially signed or electronic College employee approved timesheet.
3. Documentation that the Match/In-Kind is drawn from local funds; the expenditure is not credited or allocated to any other program or project for which a matching expenditure is required and is eligible as match. The source must be identified.

V. TERM

The term of this Agreement begins on **September 1, 2017** and expires on **August 31, 2018**. This Agreement may be amended or extended by mutual agreement of the parties.

VI. TERMINATION

In the event of a material breach of this Agreement by one of the parties, the non-breaching party, without waiving any other remedy, may terminate this Agreement upon ten (10) days advance written notice of termination to the breaching party setting forth the nature of the material breach. The termination will not be effective if the material breach is fully cured prior to the ten (10) day period.

VII. AMENDMENT

This Agreement may be renewed for two additional one-year periods by mutual agreement of the parties.

VIII. COOPERATION

The parties understand and agree that the services described in this Agreement depend upon timely and open communications between the parties. In this regard, communication of issues, changes, or problems that arise should occur as early as possible. Each party agrees to work cooperatively and in good faith in a manner that ensures timely resolution of issues.

IX. NOTICES

Except as otherwise specifically provided in this Agreement, all notices, consents, approvals, demands, requests or other communications provided for or permitted under this Agreement will be in writing and will be deemed to have been duly given or served when delivered by hand delivery, email or fax or deposited in the U.S. Mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to College: South Texas College
3201 W. Pecan Blvd.
McAllen, TX 78501
Attention: Paul Varville, Chief Administrator for Department of Public Safety
Phone: 956-872-6495
Email: pbvarvil@southtexascollege.edu

With copy to: South Texas College

3201 W. Pecan Blvd.
McAllen, TX 78501
Attention: Mary G. Elizondo, VP for Finance & Administrative Services
Phone: 956-872-3559
Email: marye@southtexascollege.edu

If to LRGVDC: Lower Rio Grande Valley Development Council
301 W. Railroad
Weslaco, TX 78596
Attention: Ron Garza, Executive Director for LRGVDC
Phone: 956-682-3481
Email: rongarza@lrgvdc.org

With copy to: Lower Rio Grande Valley Development Council
510 S Pleasantview Dr.
Weslaco, TX 78596
Attention: Tom Logan, Director for Valley Metro
Phone: 956-969-5761
Email: tlogan@lrgvdctransit.org

X. GENERAL PROVISIONS

A. Special Provisions

1. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Texas. Venue for any action under this Agreement shall be Hidalgo County, Texas.
2. This Agreement may not be assigned except upon written approval by LRGVDC and College.
3. In case any provision in this Agreement shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.
4. No joint venture or partnership is formed as a result of this Agreement. No employees, agents, or subcontractors of one party shall be deemed, or represent themselves to be, employees or agents of the other party. All transportation services provided by LRGVDC are on an independent contractor basis.
5. This Agreement may be amended only by a written instrument executed by both parties.
6. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof.
7. The College will maintain records of all documents and materials related to this project. The College agrees to allow LRGVDC to inspect and evaluate the work performed and any records under this agreement.
8. LRGVDC shall provide Mid Valley (Purple) and Starr (Green) shuttle buses preventive maintenance, fueling, and inspections.
9. The College shall provide Circulator (Yellow) and Park & Ride shuttle buses preventative maintenance, and shall provide preventative maintenance reports to LRGVDC, fueling, and inspections.
10. The College may place advertising wraps on buses; subject to their removal upon termination of the Agreement.
11. Valley Metro logo and the LRGVDC name will be included on the exterior of buses used in service and owned by Valley Metro and operated by the College for the Circulator (Yellow) and Park & Ride transportation routes.
12. The College may request Valley Metro to provide training to the College's staff regarding FTA and TXDOT requirements and expectations under this Agreement.
13. The College will designate a person as its lead representative for the project. An additional person will serve as the backup contact. Designated representatives will be expected to meet periodically for the purpose of exchanging project updates, requesting information, providing technical assistance, and engaging in project oversight.
14. LRGVDC will perform all grant management activities regarding this Agreement, including submission of a grant application to FTA for project funds, fiscal management, periodic reporting to FTA and triennial review reporting.
15. LRGVDC will perform periodic oversight and compliance of College activities for Circulator (Yellow) Line & Park and Ride transportation routes to ensure that the service is operated as public transportation and that all elements of this Agreement are followed. This will include inspections of buses, inspections of facilities, safety & security reviews, drug and alcohol reviews, annual reviews, report generation, and similar activities.
16. LRGVDC will claim the College's ridership, mileage, hours, and other statistical numbers in its reports and will publicize, market, and otherwise include the College services as part of its public transportation network.
17. LRGVDC will institute a complaint process to record and address customer complaints, including discrimination complaints.
18. The College will record and submit any complaints to LRGVDC representative person within 24 hours for documentation purpose.
19. For the duration of this Agreement, LRGVDC shall, at no separate cost to the College, lease three buses to the College to be operated in the Circulator (Yellow) and Park & Ride transportation routes. The maintenance and operation costs thereof are elsewhere provided for in this Agreement.

B. Circulator (Yellow) and Park & Ride Transportation Routes

1. The College will operate the Circulator (Yellow) and Park & Ride transportation routes as public transportation for the benefit of the College community. In this regard it is acknowledged that if space is available, a person who is not a College student, faculty or staff, may be provided ridership, but only from and to an official College campus location, consistent with 49 United States Code (USC), Chapter 53, as described in Exhibit A.
2. The College will use its own staff and buses to provide public transportation services for the Circulator (Yellow) and Park & Ride transportation routes. College staff will at all times remain employees of the College.
3. Buses must be parked in a safe and secure location. LRGVDC maintenance staff will have access to these buses and may drive them in order to operate the service and provide maintenance.
4. The College will provide service reports for Circulator (Yellow) and Park & Ride shuttles.
5. The College will maintain auto primary liability on all College owned buses and leased buses within the limits of the Texas Tort Claims Act.

C. Maintenance - Starr (Green) and Mid Valley (Purple) Transportation Routes

1. LRGVDC will provide maintenance services with its own staff for buses used in the project. These maintenance activities will adhere to the *LRGVDC Vehicle Maintenance Plan.* Activities will include:
    a. Responding to road calls;
    b. Providing routine preventive maintenance according to the manufacturer's specified maintenance schedule and FTA standards;
    c. Detailing/cleaning buses once a week;
    d. Providing tire replacement service according to the manufacturer's schedule;
    e. Providing brake maintenance according to the manufacturer's schedule;
    f. Providing out-of-cycle repairs as necessary;
    g. Coordinating warranty work according to manufacturer guidelines;
    h. Keeping an inventory of all tools, equipment, parts, materials, and supplies;
    i. Keeping maintenance records of all activities, including work orders;
    j. Ensuring that all maintenance activities are safe and secure; and
    k. Adhering to the maintenance plan.

    If a major repair or other repair is needed that will exceed the established maintenance budget, LRGVDC will present the College a plan of action to address the repair, including the cost and timeline for repair.
2. LRGVDC will perform periodic oversight of the College activities to ensure that the service is operated as public transportation and that all elements of this Agreement are followed. This will include inspections of buses, inspections of facilities, safety and security reviews, annual reviews, report generation, and similar activities.

D. Warranties

1. The College warrants that (a) the transportation services are necessary and authorized for activities that are properly within its statutory functions and programs; (b) it has the authority to contract for the services under authority granted in § 130.022, 130.010, and 130.084, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary legal authority and has received all necessary approvals to execute and deliver this agreement; and (4) the officer signing this agreement on its behalf is authorized by its governing body to sign this agreement.
2. LRGVDC warrants that (1) it has authority to perform the services under authority granted in Chapter 791, *Texas Government Code*; (2) it has all necessary legal authority and has received all necessary approvals to execute and deliver this agreement; and (3) the officers signing this agreement on its behalf is authorized by its governing body to sign this agreement.

E. Capital

1. LRGVDC will initiate the process of procuring capital improvements under this contract upon request of the College.

The following parties attest to the contents of this document and agree to implement the provisions contained herein.

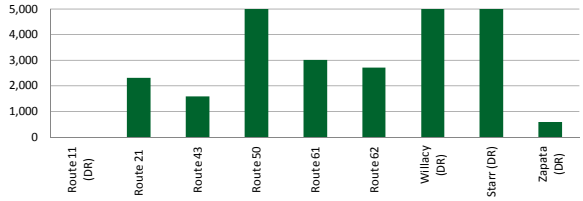
South Texas College	**Lower Rio Grande Valley Development Council**
_____	_____
Shirley A. Reed, M.B.A., Ed. D. **President**	**Ron Garza** **Executive Director**
_____	_____
Date	**Date**

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

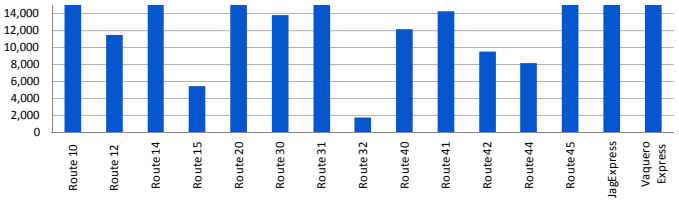
Valley Metro Ridership Summary

FY 2017 September - August

RURAL
Ridership by Route

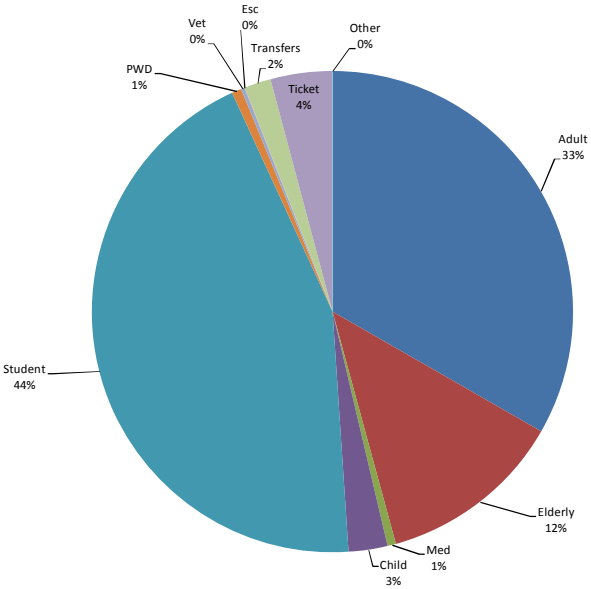


URBAN
Ridership by Route



	Route	Total Passenger Trips	Route Activity	Area(s) Served
RURAL	Route 11 (DR)	0	0%	Hargill, Edinburg
	Route 21	2,331	0%	Sullivan City, West Hidalgo County
	Route 43	1,603	0%	South Cameron County
	Route 50	64,874	12%	Brownsville, Port Isabel
	Route 61	3,016	1%	Rio Grande City
	Route 62	2,708	0%	Rio Grande City
	Willacy (DR)	6,564	1%	Willacy County
	Starr (DR)	8,218	1%	Starr County
	Zapata (DR)	595	0%	Zapata County
URBAN	Route 10	30,884	5%	Edinburg
	Route 12	11,485	2%	Edcouch, Elsa, Edinburg
	Route 14	19,756	4%	Edinburg
	Route 15	5,455	1%	Edinburg
	Route 20	32,948	6%	Mission
	Route 30	13,861	2%	Pharr, San Juan
	Route 31	80,856	14%	Hidalgo County
	Route 32	1,809	0%	Donna
	Route 40	12,211	2%	Harlingen
	Route 41	14,282	3%	Harlingen
	Route 42	9,580	2%	San Benito
	Route 44	8,195	1%	Primera, La Feria, Santa Rosa
	Route 45	47,414	8%	Cameron County
	JagExpress	62,530	11%	Weslaco, Pharr, McAllen
	Vaquero Express	120,605	21%	Edinburg
	Hidalgo	1,007	0%	City of Hidalgo
	TOTAL	562,787	100%	

Ridership
Breakdown by Category



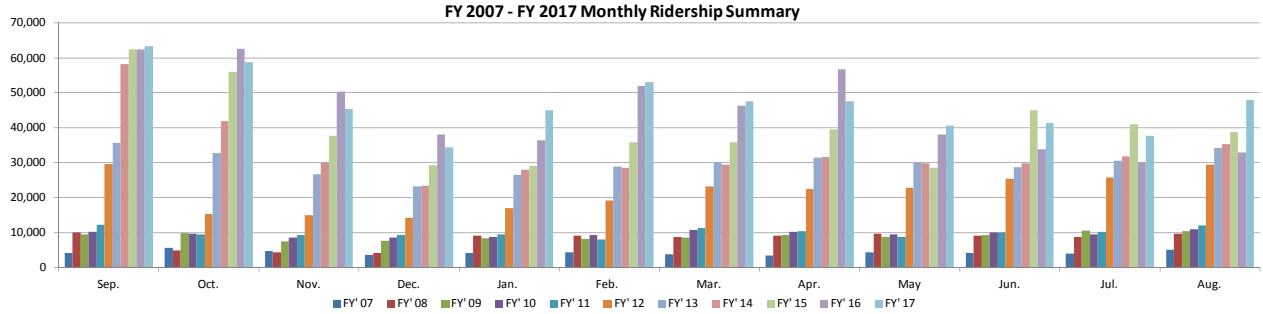
YEAR TO DATE RIDERSHIP REPORT

FY 2016 September - July	FY 2017 September - August	DIFFERENCE	% DIFFERENCE
539,431	562,787	23,357	4%

* Rural service - service in rural low -population areas outside of urbanized areas

* Urban service- service between or within urbanized areas

FY 2007 - FY 2017 Monthly Ridership Summary



Fiscal Year	Sep.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Total	Difference	%Change
FY' 07	4,118	5,573	4,702	3,704	4,195	4,411	3,750	3,393	4,395	4,077	4,027	4,998	51,343	4,440	
FY' 08	9,978	4,927	4,378	4,077	9,057	9,065	8,832	9,195	9,624	9,031	8,706	9,568	96,438	45,095	88%
FY' 09	9,538	9,913	7,540	7,562	8,323	8,113	8,567	9,344	8,720	9,363	10,483	10,428	107,894	11,456	12%
FY' 10	10,274	9,702	8,580	8,471	8,670	9,204	10,836	10,274	9,566	10,107	9,537	10,931	116,152	8,258	8%
FY' 11	12,184	9,480	9,336	9,254	9,445	8,016	11,255	10,460	8,801	10,046	10,176	12,111	120,564	4,412	4%
FY' 12	29,644	15,256	14,982	14,267	17,057	19,196	23,184	22,450	22,827	25,436	25,807	29,518	259,624	139,060	115%
FY' 13	35,707	32,758	26,634	23,293	26,542	28,858	30,087	31,465	29,911	28,744	30,596	34,255	358,850	99,226	38%
FY' 14	58,118	41,893	30,069	23,338	28,011	28,593	29,386	31,638	29,761	29,806	31,733	35,241	397,587	38,737	11%
FY' 15	62,317	55,976	37,648	29,214	29,063	35,854	35,785	39,503	28,431	45,056	40,891	38,683	478,421	80,834	20%
FY' 16	62,348	62,627	50,274	38,130	36,305	51,887	46,286	56,675	37,990	33,822	30,148	32,939	539,431	61,010	13%
FY' 17	63,305	58,773	45,397	34,433	45,012	53,051	47,542	47,628	40,601	41,409	37,719	47,917	562,787	23,357	4%
Monthly Change from Previous FY	957	-3,854	-4,877	-3,697	8,707	1,164	1,257	-9,047	2,611	7,587	7,571	14,978	23,357	-37,653	0
% Change	2%	-6%	-10%	-10%	24%	2%	3%	-16%	7%	22%	25%	45%	4%	-62%	-66%

FY 2016 URBANIZED PERFORMANCE MEASURES

COST EFFECTIVENESS

Cost per revenue mile = $3.01 State Avg. = $4.54

Cost per revenue hour = $57.91 State Avg. = $69.62

Cost per passenger = $8.41 State Avg. = $4.78

SERVICE EFFICIENCY

Passengers per revenue mile = 0.29 State Avg. =.95

Passengers per revenue hour = 5.85 State Avg.=14.57

FY 2016 NONURBANIZED PERFORMANCE MEASURES

COST EFFECTIVENESS

Cost per revenue mile = $3.95 State Avg. = $3.19

Cost per revenue hour = $71.08 State Avg. = $60.90

Cost per passenger = $19.24 State Avg. = $16.89

SERVICE EFFICIENCY

Passengers per revenue mile = 0.31 State Avg. = .19

Passengers per revenue hour = 5.44 State Avg. = 3.61

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

Valley Metro Ridership Summary

FY 2017 September - August

Hidalgo County

Alamo	5,935
Alton	169
Donna	9,450
Edcouch	437
Edinburg	164,475
Elsa	726
Hargill	0
Hidalgo	1,007
La Blanca	108
La Joya	182
La Villa	193
McAllen	109,737
Mercedes	5,230
Mission	14,240
Palmhurst	312
Palmview	204
Penitas	77
Pharr	24,407
San Carlos	169
San Juan	6,829
Sullivan City	969
Weslaco	19,456
Total	**364,312**

Cameron County

Brownsville	47,696
El Ranchito	159
Harlingen	53,554
La Feria	4,826
La Paloma	390
Laguna Heights	8,415
Laguna Vista	7,665
Los Fresnos	7,129
Los Indios	33
Olmito	81
Port Isabel	23,978
Primera	43
Combes	55
Rio Hondo	0
San Benito	14,920
Santa Rosa	1,856
Total	**170,800**

Willacy County

Total	**6,564**

Starr County

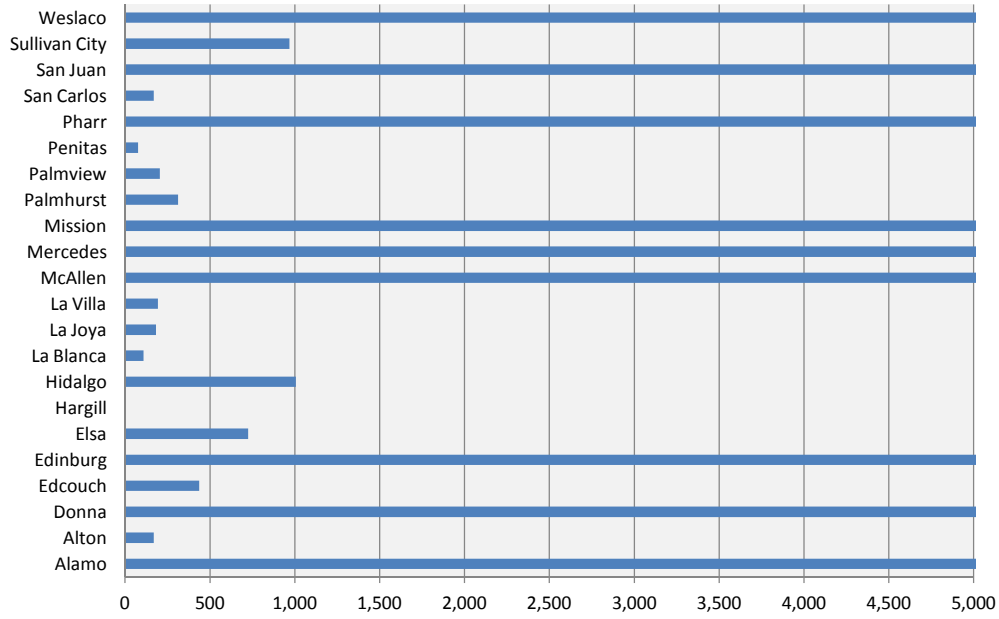
Total	**20,516**

Zapata County

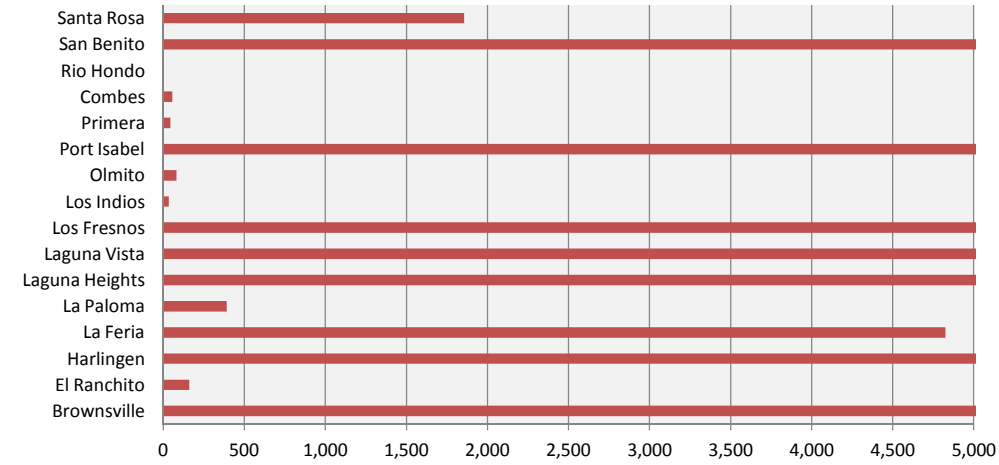
Total	**595**

SYSTEM TOTAL
562,787

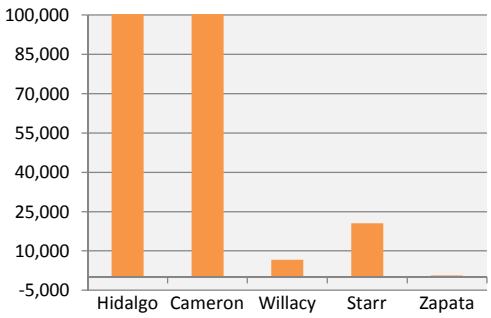
Hidalgo County by Cities

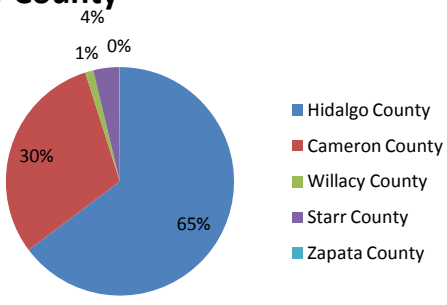


Cameron County by Cities



Ridership by County





South Texas College - FY 2017
Valley Metro Routes
Monthly Cumulative Passenger Counts

Routes	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Total
10	41	64	43	24	6	17	157	2	0	5	3	7	**369**
12	124	151	114	57	72	118	735	95	59	51	58	45	**1,679**
14	0	0	5	1	0	0	1,496	0	0	1	3	4	**1,510**
15	0	1	0	0	0	2	16	0	0	0	0	0	**19**
20	34	29	30	21	21	20	289	24	27	12	3	9	**519**
30	7	7	19	11	5	8	0	7	7	0	0	0	**71**
31	179	152	164	100	103	255	59	229	77	47	86	78	**1,529**
32	0	4	8	0	5	27	0	0	0	0	0	0	**44**
40	1	0	0	0	0	0	41	0	0	0	0	0	**42**
41	1	0	0	0	0	1	5	1	0	0	0	0	**8**
42	0	0	0	0	3	3	0	0	0	0	0	0	**6**
44	0	0	0	0	0	2	1	0	0	0	0	0	**3**
45	4	1	0	0	0	1	383	6	0	0	0	2	**397**
60	537	687			417	606	512	486	260	261	345	401	**4,512**
61	196	88			121	233	151	206	276	14	27	33	**1,345**
62	196	87			121	261	65	86	82	3	2	2	**905**
DR-RGC	122	14			7	9	171	226	6	22	0	5	**582**
Purpleline	698	692	599	266	313	527	481	536	269	0	0	227	**4,608**
Greenline	1,771	2,147	1,959	1,053	1,000	1,642	1,372	1,433	773	387	481	796	**14,814**
Total	**3,911**	**4,124**	**2,941**	**1,533**	**2,194**	**3,732**	**5,934**	**3,337**	**1,836**	**803**	**1,008**	**1,609**	**32,962**
Non Valley Metro Routes													
Yellowline	2,459	2,532	2,100	1,670	3,457	2,015	1,673	1,711	796	192	211	902	**19,718**
Park & Ride	7,454	4,465	2,723	662	2,220	2,262	1,216	917	319	0	0	1,145	**23,383**
Total	**9,913**	**6,997**	**4,823**	**2,332**	**5,677**	**4,277**	**2,889**	**2,628**	**1,115**	**192**	**211**	**2,047**	**43,101**
Grand Total	**13,824**	**11,121**	**7,764**	**3,865**	**7,871**	**8,009**	**8,823**	**5,965**	**2,951**	**995**	**1,219**	**3,656**	**76,063**
Change Over Previous Month		**-2,703**	**-3,357**	**-3,899**	**4,006**	**138**	**814**	**-2,858**	**-3,014**	**-1,956**	**224**	**2,437**	

South Texas College - Mid Valley JagExpress
STC Student Passenger Counts Comparison
FY 2017

Direct Service

Routes	STC	UTRGV	General Public	Total
Route 12 Ecouch/Elsa-Edinburg	1,679	5,635	4,171	**11,485**
Route 31 Business 83	1,529	856	78,471	**80,856**
Purple Line	4,608		7	**4,615**
Yellow Line	19,718		0	**19,718**
Green Line	14,814		0	**14,814**
Park & Ride	23,383		0	**23,383**
Route 60 Greenline Roma	4,512		2,062	**6,574**
Route 61 RGC West	1,345		1,671	**3,016**
Route 62 RGC East	905		1,803	**2,708**
DR-RGC	582		6,400	**6,982**
Vaquero Express		111,878	0	**111,878**
Total	**73,075**	**118,369**	**94,585**	**286,029**

Connecting Service

Routes	Connection	STC	UTRGV	General Public	Total
Route 10 Edinburg - McAllen	12, 31	369	1,598	28,917	**30,884**
Route 14 UTRGV VABL	12	1,510	14,910	3,336	**19,756**
Route 15 Edinburg	12	19	112	5,324	**5,455**
Route 20 Mission - McAllen	31	519	2,411	30,018	**32,948**
Route 30 Pharr San Juan - Edinburg	31	71	33	13,757	**13,861**
Route 32 Donna International Bridge	31	44	2	1,763	**1,809**
Route 40 Harlingen Medical	31	42	384	11,785	**12,211**
Route 41 Harlingen Retail	31	8	101	14,173	**14,282**
Route 42 San Benito Harlingen	31	6	212	9,362	**9,580**
Route 44 La Feria/Santa Rosa/Primera	31	3	185	8,007	**8,195**
Route 45 Cameron Career Connection	31	397	4,261	42,756	**47,414**
Total		**2,988**	**24,209**	**169,198**	**196,395**

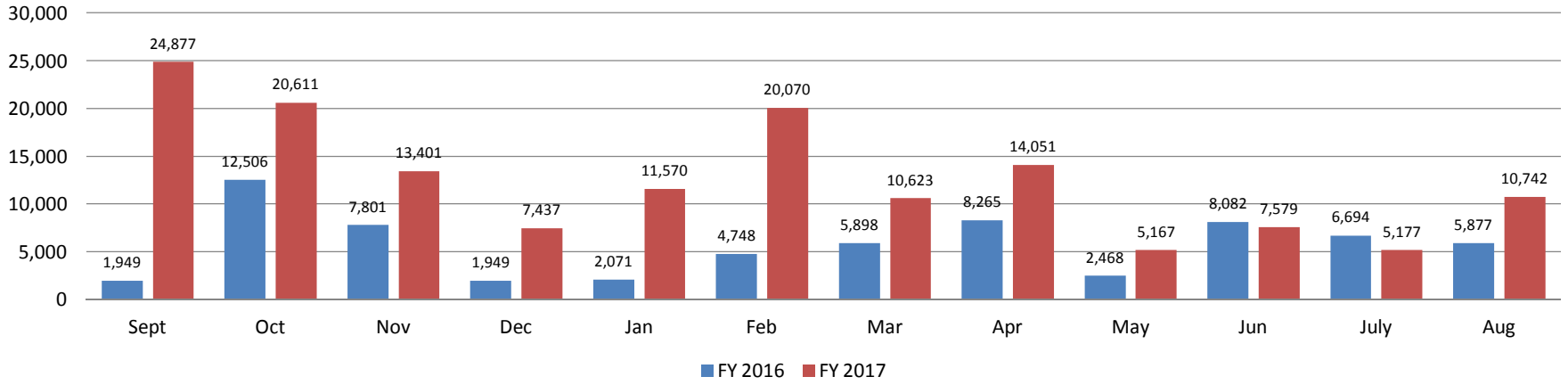
Total Service

	STC	UTRGV	General Public	Total
Grand Total	**76,063**	**142,578**	**263,783**	**482,424**

FY 2017 University of Texas Rio Grande Valley
Valley Metro Routes
Monthly Cumulative Passenger Counts

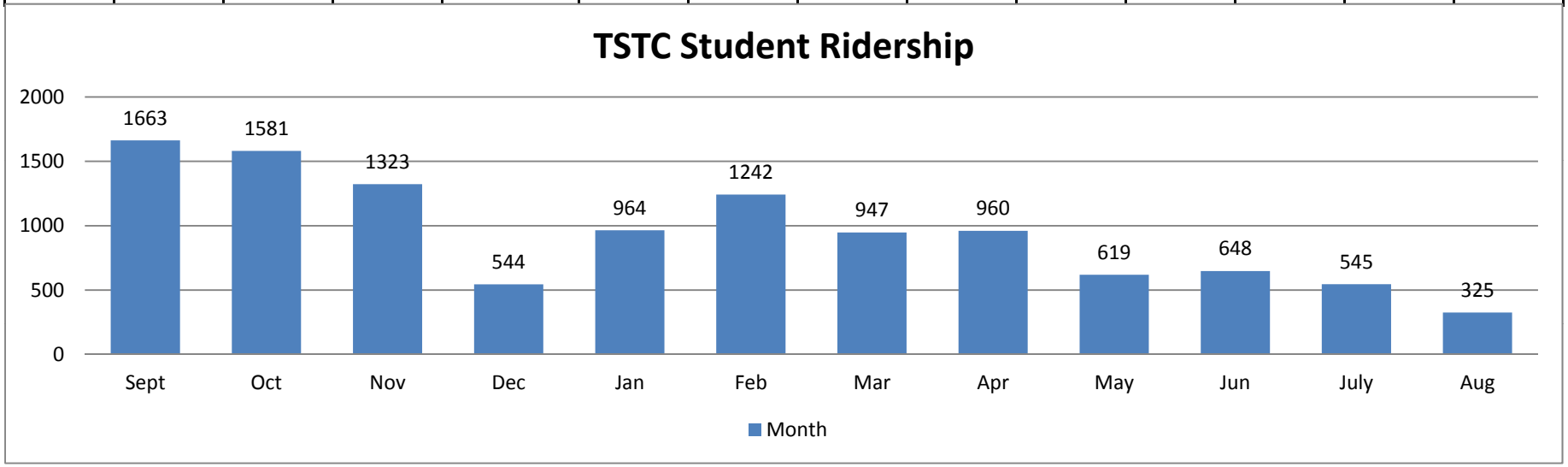
Routes	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Total
10	251	318	270	114	56	214	4	187	0	72	29	83	**1,598**
12	879	695	757	378	459	816	116	743	0	115	256	421	**5,635**
14	2,523	2,426	2,126	698	655	1,859	1,496	1,515	0	364	190	1,058	**14,910**
15	15	1	14	9	8	29	16	20	0	0	0	0	**112**
20	332	306	264	156	207	327	35	347	0	106	122	209	**2,411**
21	0	0	0	0	0	0	0	0	0	0	0	0	**0**
30	15	4	1	1	0	0	8	1	0	0	0	3	**33**
31	98	87	111	78	38	133	193	60	17	17	2	22	**856**
32	0	0	0	0	0	2	0	0	0	0	0	0	**2**
40	163	29	20	23	27	34	0	34	0	27	15	12	**384**
41	4	12	11	7	11	22	8	5	21	0	0	0	**101**
42	1	2	1	0	1	0	0	0	206	0	0	1	**212**
44	1	2	2	2	0	0	0	0	170	2	6	0	**185**
45	648	565	537	237	307	509	383	421	205	115	128	206	**4,261**
50	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Vaquero Express	19,947	16,164	9,287	5,734	9,801	16,125	8,364	10,718	4,548	6,761	4,429	8,727	**120,605**
Total	**24,877**	**20,611**	**13,401**	**7,437**	**11,570**	**20,070**	**10,623**	**14,051**	**5,167**	**7,579**	**5,177**	**10,742**	**151,305**
FY 2016	**1,949**	**12,506**	**7,801**	**1,949**	**2,071**	**4,748**	**5,898**	**8,265**	**2,468**	**8,082**	**6,694**	**5,877**	**68,308**
Change Over Previous Month	**22,928**	**8,105**	**5,600**	**5,488**	**9,499**	**15,322**	**4,725**	**5,786**	**2,699**	**-503**	**-1,517**	**4,865**	

2016 - 2017 Valley Metro Routes UTRGV Student Passenger Count



2017 TSTC
Valley Metro Routes
Monthly Cumulative Passenger Counts

Routes	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Total
10	0	0	0	0	0	3	0	0	0	1	0	0	**4**
12	0	0	0	0	0	7	0	6	0	13	0	0	**26**
14	0	0	0	0	1	0	0	0	0	0	0	0	**1**
31	0	8	11	6	28	24	21	22	17	5	0	9	**151**
40	74	23	13	12	26	13	10	3	0	2	1	0	**177**
41	55	56	59	39	73	83	31	60	21	1	1	2	**481**
42	293	202	196	99	204	300	271	238	206	179	113	56	**2357**
43	0	0	0	0	0	0	0	0	0	0	0	0	**0**
44	342	359	172	110	199	254	176	198	170	195	129	37	**2341**
45	899	933	872	278	433	558	438	433	205	252	301	221	**5823**
50	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Willacy	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Total	**1663**	**1581**	**1323**	**544**	**964**	**1242**	**947**	**960**	**619**	**648**	**545**	**325**	**11361**
Change Over Previous Month		**-82**	**-258**	**-779**	**420**	**278**	**-295**	**13**	**-341**	**29**	**-103**	**-220**	



Standardized Agenda Request Form

Date of Meeting: October 17, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1302	
From:		
Subject: Discussion and consideration to amend the Travel Policy. Possible action. (Staffed by City Manager's Office.)		
Background: Travel policy attached.		
Funding Source (budget code, if applicable)**:**		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
Elizabeth Walker Mike Perez	Created/Initiated Final Approval	
City Manager Comments: Recommend slight increase on meal per diem, based on pending survey, not counting an included continental breakfast as a meal		
Staff Recommendation:		
Attachments, if any: Travel Policy		
Responsibilities upon Approval:		

City of Weslaco

Official Travel Policy & Procedures

TABLE OF CONTENTS

I. PURPOSE
  A. Policy statement
  B. Non-Compliance
II. APPLICABILITY
  A. Spouse/Family Member/Guests
  B. Notice
III. PROCEDURE
  A. Responsibilities
  B. Procedure
IV. PROVISIONS
  A. Travel Advances
  B. Transportation
    i. Commercial Airline Travel
    ii. Taxicabs/Rental Cars
    iii. City Owned Vehicles
    iv. Private Auto
  C. Lodging
  D. Meals
  E. Telephone Calls
  F. Non-Reimbursable Expenses
  G. Overtime Compensation
V. IRS REGULATIONS
VI. RECONCILIATION
  A. Unused Travel Funds
VII. EXCEPTIONS TO THE TRAVEL POLICY
VIII. CONSEQUENCES FOR VIOLATION OF TRAVEL POLICY

PURPOSE

This policy has been established in order to protect the interest of the City of Weslaco, and ensure standard uniform policies for proper, efficient, and cost-effective procedures related to the expenditure of funds for the City related travel.

This policy supersedes any conflicting policies and procedures established by the City of Weslaco.

The purpose of this policy is to standardize the provision of the City related travel by the City Commission, Appointed Board Members, and City employees. This policy is intended to establish guidelines to control travel expenditure.

Policy Statement

In an effort to ensure and safeguard a practical and economical City travel process, all travel must be authorized and within the City's allocated travel budgets. Any person authorized to travel on behalf of the City is expected to make reasonable and economical choices in regards to the selection of transportation, boarding accommodations, and meal choices. City of Weslaco itinerants, who travel on behalf of the City, are expected to spend funds pragmatically and plan accordingly, in an effort to keep costs within allocated (travel) budgets. City related travel will be remunerated by the City if and when expenses are pragmatic, appropriately documented, and within the procedures outlined in this policy.

It is the intent of the City to provide reasonable accommodation so that the itinerant has neither gain nor loss monetarily as a result of City related travel.

Non-Compliance

Failure to comply with all of the provisions stated in this policy may result in disciplinary action up to and including termination.

APPLICABILTY

This policy is binding and directly applies to the ***City Commission, Appointed Board Members, City of Weslaco employees,*** and ***any/all other individuals*** approved by the City Manager who are required to travel on City business.

Department heads shall be the approval authority for all subordinates in their department. The City Manager shall be the authorizing authority for all travel. Exceptions or exemptions to this policy shall be submitted to the City Manager in writing for his approval.

Temporary city employees, interns, volunteers, and individuals hired or placed through third party temporary employee services do not qualify for reimbursement under this policy unless specifically authorized by the City Manager.

Spouse, Family Member, and/or Guests

When an itinerant on City business takes a spouse, family member, or guest on an official trip, the itinerant will be personally and fully responsible for the expenses of all unsanctioned persons on the trip. Itinerants will be reimbursed only for the expenses incurred as if traveling alone.

Itinerants must also abide and be cognizant of the following guidelines for spouse, family member, and guest travel.

1. Travel expenses for the itinerant's spouse, family members, and/or guest are not reimbursable.
2. Spouse, family members, and/or guests may accompany an itinerant at the itinerant's personal expense.
3. Spouse, family members, and/or guests are forbidden from traveling in a City owned vehicle.
4. The City is not responsible for the property loss, damage, or personal harm, incurred by the spouse, family member, or guest accompanying an itinerant on the City business.

Notice

All persons bound by this travel policy are expected to comply with its procedures in the interest of administrative uniformity and in regard for the expenditure of public funds.

This travel policy and procedure replaces and supersedes any and all other policies and procedures previously established by the City and/or by the City Department that are in conflict.

The City of Weslaco reserves the right to modify, amend, revise, repeal, rescind, or suspend the travel policy, any provisions thereof, with or without reason, and with or without any prior notice. Nothing herein shall be construed or considered to give rise to any rights under this policy, either as an entitlement or as an incident of employment.

In the event of an accident, anyone traveling on approved City related business shall immediately notify their direct supervisor, or as soon as possible depending on the circumstances.

PROCEDURE

RESPONSIBILITIES

A. Individual City of Weslaco Employees
    1. Are expected to make a concerted effort in conservatively planning their expenditures while traveling on City business.

2. Obtain prior authorization for travel from their designated approval authority (Department Head)
3. Submit fully completed **Travel Request Expense Form** as per the provisions entailed in this travel policy. Every effort must be made to ensure that all of the proper supporting documentation, including receipts and explanations are submitted as required.
4. Are expected to responsibly safeguard travel advances and funds.
5. Are expected upon return from travel, to submit within ten (10) working days, the **travel form** with proper documentation attached, to the Finance Department.

B. Department Heads

1. Are expected to plan travel in advance, and make every resolute effort to anticipate travel expenses so that expenditures may be accurately budgeted for.
2. Are expected to review all travel requests, which includes, a determination as to whether the travel in question is essential and beneficial to the City of Weslaco.
3. Are expected to **ensure** that the **selection and acquisition of related arrangements** (transportation, lodging, advances, etc.) **are consisted with the provisions listed in this policy.**
4. Are expected to ensure that their staffs are up-to-date on the travel policy and that its conditions are in compliance.
5. Are expected to be responsible for the accuracy and timely submission of travel reports.

C. City Manager

1. Is expected to act as the authorizing authority for all City business related travel in accordance with the provisions of this policy.
2. Shall act as the approving and authorizing authority for the City Department Heads in accordance with the provisions of this policy.
3. Travel authorizations for the City Manager shall be approved by the Mayor or Mayor Pro-Tem.

D. Finance Department

1. Shall on a monthly basis report to the City Manager's Office any travel reconciliation/receipts that have not been submitted to the Finance Department within the time period prescribed by this policy.

E. City Commission & Appointed City Board Members

1. Shall make appropriate and economical City business related travel arrangements through the City Manager's Office Secretary. In the absence of the City Manager's Office Secretary, arrangements shall be prepared by the Office of the City Secretary.

PROCEDURE

1. Department heads must pre-approve the request for travel to initiate the travel process. Reimbursement will be on an actual cost basis and shall be supported by ticket stubs, original receipts, airline ticket vouchers, etc. **Petty cash shall not be used to reimburse any cost associated with travel.** No reservations will be made that are not cancelable without the travel being approved first.
2. Prior to any official travel or the making of reservations, the itinerant must complete a **Travel Request Form** and **Expense Reimbursement Form.** The form will be completed in accordance with the instructions set forth in this policy. The travel request will include a brief explanation on the purpose of the trip and a total of all anticipated expenses. It shall also include any pertinent information such as conference programs, schedules, leaflets, etc.
3. Upon approval of the complete travel form by the appropriate authority, the travel request shall be submitted to the Purchasing Department for approval.
4. The forms will then be sent to the Finance Department for processing no later than ten (10) days prior to the date of travel. Travel requests submitted less than ten (10) days prior to travel to the Finance Department shall be considered "Exception or Exemption" to policy. A written explanation justifying the exception shall be submitted to the City Manager for approval.
5. After reviewing the travel request for accuracy and verifying that the funds are available, the authorizing authority shall sign the request and forward all documents and attachments to the Purchasing Department for approval.
6. Upon approval of the Purchasing Department, the documents shall be sent to the Finance Department for processing.
7. Upon final review and approval of the travel request package, the Finance Department will process the checks for advance payment of all travel expenses.

Step 1
Prior to making reservation:

- Employee/Itinerant completes **Travel Request Form & Expense Reimbursement Form**

- Travel Request Form must include

1. Brief explanation for the purpose of trip
2. Total of the anticipated expense
3. Conference information, program, leaflets, etc...

Step 2
Approval by Appropriate Authority (Department Head)

Step 3
Approval by the Purchasing Department

Step 4
Approval by the Finance Department

- Forms must be sent to the Finance Department for processing **no later than <u>ten (10) working days</u> prior to the date of travel.**

Note: *Travel requests submitted to the Finance Department less than ten (10) working days prior to travel shall be considered "an exception or exemption" to policy. A written explanation will be compulsory and shall be submitted to the City Manager for approval.*

Step 5
Approval by the Authorizing Authority
(City Manager & Mayor)

Step 6
Second Approval by the Purchasing Department

Step 7
Second Approval by the Finance Department

- Upon final review and approval of the travel request package, the Finance Department will process the checks for advance payment of all travel expenses.

PROVISIONS

Travel Advances

Travel advances are necessary in order to pay for transportation, lodging, registration, and personal costs anticipated by the itinerant. The approved official **travel request form** will provide adequate justification for advance payment by the Finance Department. It is therefore, important for the Department Head to ensure that all travel requests are completed fully and accurately before submission.

Checks for advance payment of commercial transportation, tuition, registration, lodging, and reservations will be made payable to the company or organization providing service.

Per Diem checks and other reimbursable expenses will be made payable to the individual itinerant. Checks made payable to the service will be sent to the provider prior to the date of the seminar or training session. Hand carried payments with the exception of hotel reservation payments shall be kept to a minimum.

Transportation

Commercial Airline Travel

Itinerants traveling by commercial aircraft will purchase tickets billed directly to the city. Unless otherwise approved by the City Manager, itinerant authorized to travel by air will purchase coach class fares. Airlines tickets will be purchased no later than fifteen (15) days in advance in order to take advantage of any discounts.

Changes to airline reservations may be made if the change will result in overall savings to the City for the authorized trip. Itinerant shall return non-refundable tickets to the Finance Department for possible use in the future.

Taxicabs and Rental Cars

The use of taxicabs shall be generally preferred over rental vehicles. Taxicabs, courtesy shuttle service, buses, or other hotel limousine service should be utilized when available. In the event a rental car is used, a brief written statement should be submitted stating why the use of a rental car was necessary and more beneficial to the city. Specific approval for the rental car must be indicated on the **Travel Request Expense Report.**

City Owned Vehicles

Itinerants issued a city owned shall use this vehicle for all business travel by a commercial airline is not reasonable or prudent. Other itinerants not at the Department Head level shall use the City owned pool vehicles when available. All itinerants using City owned vehicles will be provide with either a City fuel credit or reasonable cash travel advance. All City owned will be fueled to full at the city facility prior to departure and shall be refueled to full upon return to the City. No itinerant authorized to travel on city business using a City owned vehicle shall receive mileage.

Private Autos

When an itinerant uses his/her vehicle in the official conduct of City business or required travel, the City of Weslaco will reimburse mileage at the current rate per mile allowed by the Internal Revenue Service. An itinerant who receives a car allowance must subtract 100 miles from the total miles traveled for each reimbursable occurrence, itinerants using their personal vehicle are not authorized use of the City owned fuel card unless approved by the City Manager. Mileage for travel outside of Weslaco and the related reimbursement amount, will be based on the departure from the work place (Weslaco) and return to the work place, and will be calculated using the **Texas Mileage Guide** found on the comptrollers' website (www.window.state.tx.us). In no case should the mileage reimbursement exceed the cost of traveling by air (including airfare, airport parking, mileage to the airport, taxi/shuttle, etc.)

Lodging

Lodging should be at the conference hotel when possible. If the conference hotel is booked, a comparably priced hotel in the vicinity should be selected. If a rate higher than the rate of the conference hotel is used, an explanation documenting the reason for using a higher rate shall be included on the **Travel Request Expense Report.**

Lodging receipts with a detailed listing of charges must be submitted with the **Travel Request Expense Report.**

Meals & Incidentals

Meals included with the cost of a conference, school, seminar, etc. are not reimbursable to the employee regardless whether the itinerant eats them or not.

Per Diem for breakfast will only be given for trips out of the valley.

The following schedule will be used to determine meal reimbursement or allowances **for all itinerants.**

Meal	Departure Time	Arrival Time	In State Travel Amount Allocated	Out of State Travel Amount Allocated
Breakfast	Prior to 7:00 AM	8:00 AM or later	$20.00	$25.00
Lunch	Prior to 11:00 AM	1:30 PM or later	$20.00	$25.00
Dinner	Prior to 5:00 PM	7:00 PM or later	$30.00	$40.00

The departure time and return time to place of employment (Weslaco) will determine reimbursement for meals.

Telephone Calls

Business related telecommunication charges will be reimbursed, including but not limited to:

- Call to notify office of room and phone number.
- Call to relay information about schedule changes on the return trip.
- Return business phone calls.

Employees with a cellular phone allowance should use those phones to minimize costs when practical.

Reimbursement for personal phone calls will be allowed for the following:

- Safe arrival call (maximum of $5.00).
- Calls in response to an emergency at home.

Non-Reimbursable Expenses

The following list of Non-Reimbursable expenses is for informational purposes and should not be representative, nor constructed, as the final list of authority on Non-Reimbursable expenses.

- Alcoholic beverages
- Spouse, family member, and/or guest
- Airline club membership dues, frequent flier tickets
- Spa or exercise charges
- Loss or theft of cash advance money or airline tickets
- Loss or theft of personal funds or property
- Dry cleaning and/or laundry
- Over-the-counter medication/prescription
- Childcare services
- Hotel/motel safety deposit box
- No show charges for aircraft, hotel, motel, or car service due to negligence
- Food or drinks in excess of daily meal allowance
- Entertainment
- Valet services
- Car washes
- Clothing and toiletry items
- Fines for traffic violations and/or parking tickets
- Lost or stolen tickets, unless the itinerant exercised reasonable care to safeguard the ticket
- Lodging fees related to television and videos
- Auto repairs
- Barbers and hairdressers
- Pet care
- Reading materials including magazines, newspapers, and books
- Lost baggage
- Vacation expenses related to personal days before, during, or after a business trip

Overtime Compensation

The authorizing authority shall minimize travel on an overtime basis by hourly employees. Departure from and return to the work place for a seminar, conference or school should be scheduled if possible to allow the employee to travel during their normal work hours. Non- exempt employees will be paid for hours worked above and beyond their regular work schedule only if they are actually in training or physically driving a vehicle. The employee will be paid for an eight hour day while attending training, seminars, and conferences. Exempt employees will travel at times that are most convenient for the City and to insure adequate time for arrival at the schedule event.

IRS REGULATIONS

Notwithstanding the City's administrative procedures for travel advances, IRS regulations may result in the City having to classify travel advances as ordinary income to the itinerant, and will be including on the W-2, if:

- The expenses were not incurred for valid business purposes; and
- The itinerant did not adequately account for these expenses and return any excess allowance within ten (10) working days from return of the trip. To meet the "reasonable period of time" test, expenses must be incurred within ten (10) days of the receipt for a cash advance, and the traveler must adequately account for his/her expenses within ten (10) working days from return of the trip, and return any excess advance within ten (10) working days from return of the trip.

RECONCILIATION

Within ten (10) working days upon return from travel, a final approval (by authorizing authority) travel form with documentation attached shall be submitted to the Finance Department in a timely manner, may result in a deduction from the itinerant's paycheck in the amount of the travel expenses for which there is no substantiating documentation. Expenditures made for official travel with personal funds may be reimbursed provided that it was for approved travel and in compliance with this travel policy. Final travel forms are supported as follows:

- Airline Ticket Receipt
- Hotel bill
- Receipts for taxi, shuttles, or rental car
- Original fuel receipts
- Other required expenditures supported with original receipts. Lost or misplaced documentation shall be no excuse and will result in the itinerant paying for the expense from their own pocket.
- Department Head memorandum supporting all unauthorized changes to approved preliminary travel form.

The final travel form with all supporting documentation must be approved by the Department Head and the City Manager.

Unused Travel Funds

Unused travel advances are due to the City and must be submitted with the **Final Travel Request Form**. By requesting a travel advance and signing the Travel Request Form, the itinerant authorizes the City to deduct an amount not to exceed the entire amount of the travel advance from their paycheck or take other appropriate action if the **Final Travel Request Form** is not completed and submitted to the Finance Department within ten (10) working days of returning from the trip.

Failure to attend a scheduled conference or training session without approval of the Department Head will result in disciplinary action.

If reimbursement is due to the itinerant, the Finance Department will issue a check in the name of the itinerant.

EXCEPTIONS TO TRAVEL POLICY

Exceptions to this policy may be made by the City Manager at his sole discretion.

CONSEQUENCES FOR VIOLATION OF TRAVEL POLICY

Failure to follow this policy may result in disciplinary action up to including termination.