TAKE NOTICE THAT A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM, 118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS COMMENCING AT 4:00 PM ON MONDAY, OCTOBER 16, 2017

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and Ordinance O-2015-28. The governing body may recess from day to day when it does not complete consideration of a particularly long subject as authorized by law. All persons desiring to address the governing body must register with the presiding city clerk prior to the scheduled meeting.

1. CALL TO ORDER:

A) Roll call and possible action on the excusing of any absent member of the governing body.

B) Pledge of Allegiance/Invocation.

2. PUBLIC COMMENTS/PUBLIC HEARINGS:

A) PUBLIC COMMENTS: *(Ordinance No. O-2015-28) A registered speaker may speak on several items or topics of public concern; however, a speaker may not exceed three (3) minutes as a whole when addressing the board. A registered speaker may not donate time to another speaker. No more than five (5) registered persons may speak at a scheduled meeting. A sign-in form must be filled out prior to the meeting to allow the registered speaker to address the governing body.*

B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES: *(Ordinance No. O-2015-28). A registered speaker during the public hearing may not exceed three (3) minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the city clerk and be made available at the city clerk's office. The public hearing sign-in form shall include the person or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public hearing has closed.*

3. CITY MANAGER'S REPORTS: *(City Manager's Administrative Reports and discussion, if any, with governing body. The City Manager may also assign a*

designated spokesperson for any particular listed topic)

A) Submission of October 2017 Sales Tax Report. (FINANCE)

B) Submission of September 2017 Tax Collection Report. (FINANCE)

C) City Events of Interest.

4. CONSENT AGENDA: *(All items listed under consent Agenda are considered to be routine and non-controversial by the Governing Body and will be enacted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and vote on the Consent Agenda)*

A) Approval of minutes for October 2, 2017 Regular Called Meeting. (ADMINISTRATION)

B) Consideration and action, if any, authorizing City Manager to advertise for bids for the Single Machine Repaving Project Year 3. (ENGINEERING)

C) Consideration and action, if any, authorizing City Manager to advertise for RFP for executive recruitment services for the position of Police Chief. (HR)

D) Consideration and action, if any, on request from PJSA ISD for the use of the Jose "Pepe" Salinas Memorial Civic Center-Large Hall on Wednesday, November 1, 2017 for their Volunteer Swearing In Ceremony. (PARKS)

E) Consideration and action, if any, on Development Services Cases:

1. Chipotle Texas, LLC, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.05 acres, more or less, out of El Centro Mall No. 4 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite N-1.

2. Gabriela's Heavenly Wings XXIII, LLC, d/b/a Wingstop Restaurant, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I). The property is legally

described as being 0.046 of an acre, more or less, out of Lot 1, Spamer Business Park Subdivision, Pharr, Hidalgo County, Texas.The property's physical address is 8001 South Jackson Road, Suite 6.

3. Hector Espino, owner, is requesting a change of zone from Single-Family Residential District (R-1) to Residential Townhouse District (R-TH). The subject property is located on the north side West Newcombe Avenue with the physically address of 628 West Newcombe Avenue (Park Avenue). The property is legally described as being the W46'-S100' out of Lots 18 & E22'-S100' out of Lot 19, Block 1, Eula Young Subdivision, Pharr, Hidalgo County, Texas.

4. Campero Legacy Properties, LLC is requesting a change of zone from Agricultural and/or Open Space District (A-O) to a Limited Industrial District (L-I). The subject property is located on the north side of West Anaya Road and is physically located between the 700 and 900 Block of West Anaya Road. The property is legally described as being 7.43 acres gross, more or less, out of Lots 358 & 359, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

5. Campero Holdings Company, LLC is requesting a change of zone from Agricultural and/or Open Space District (A-O) to a Limited Industrial District (L-I). The subject property is located on the north side of West Anaya Road and is physically located between the 1100 and 1200 Block of West Anaya Road. The property is legally described as being 9.27 acres gross, more or less, out of Lot 359, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

REGULAR AGENDA - OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on 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 Pharr. ***1st & Final Reading*** (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-37 (Rental of City Facilities). ***1st Reading*** (PARKS)

C) Consideration and action, if any, on Ordinance amending Ordinance O-87-40 (Floods). ***1st Reading*** (ENGINEERING)

D) Consideration and action, if any on Ordinance amending Zoning Ordinance No. O-82-13 by adding a new section titled Single Family Residential Estate District (R1-E). ***1st Reading*** (DEVELOPMENT SERVICES)

E) Consideration and action, if any, on Resolution appointing/re-appointing a Representative and an Alternate for Amigos Del Valle Board of Directors for Fiscal Year 2017-2018. (ADMINISTRATION)

F) Consider and action, if any, on Resolution appointing/re-appointing four (4) members to the Golf Course Advisory Board. (PARKS)

G) Consideration and action, if any, on Resolution authorizing Publication of Notice of Intention to Issue Certificates of Obligation in an Aggregate Principal Amount not to exceed $20,000,000. (FINANCE)

6. ADMINISTRATIVE:

A) Consideration and action, if any, on Change Order Number 1 for the Traffic Signal Improvements on Veterans Boulevard at Kelly Avenue and Eldora Road (Bid No. 1617-01-528-0035). (ENGINEERING)

B) Consideration and action, if any, on Change Order Number 1 and Final Reconciliation of Quantities for the Jackson Road and Cage Blvd. raised Medians Construction Project (Bid Number 1617-01-528-0027). (ENGINEERING)

7. CONTRACTS/AGREEMENTS:

A) Consideration and action if any, authorizing the Pharr Police Department and the State of Texas to implement the FY2018 (Grant #2018-PharrPD-S-1YG-0098) State and Community Highway Safety Grant Program. This grant concentrates on Commercial Motor Vehicle Enforcement. (POLICE)

B) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with R. Gutierrez Engineering Corporation for

Professional Engineering Services for the West Thomas Road Intersection Widening Project. (ENGINEERING)

C) Consideration and action if any, authorizing City Manager to accept proposals from Superior Alarms for cabling of the internal network for the South Pharr Development and Research Center in the amount of $40,688.24. (LIBRARY)

D) Consideration and action, if any, on License and Services Agreement with Tyler Technologies for the acquisition of new World Software for the Pharr Police Department. (POLICE)

E) Consideration and action, if any, amending contract with Waste Management. (FINANCE)

F) Consideration and actions if any, on service agreement between the City of Pharr and the Pharr Community Theater to provide education and cultural services for the citizens of Pharr. (LIBRARY)

G) Consideration and action, if any, amending agreement with The Wendorf Detective Agency for professional services. (HR)

H) Consideration and action, if any, on amending interlocal agreement with the P-SJ-A ISD. on the Pharr Aquatic Center. (PARKS)

8. CLOSED SESSION: *In accordance with Chapter 551 of the Texas Gov't. Code, the Pharr Board of Commissioners hereby gives notice that it may meet in a closed (non-public) executive session to discuss the items listed on the public portion of the meeting agenda.*

Pursuant to Section 551.071, the City may convene in a closed, non-public meeting with its attorney and discuss any matters related **to legal advice on pending or contemplated litigation, settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.072, the City may convene in a closed, non-public meeting to discuss any matters related to **real property and deliberate the purchase, exchange, lease, or value of real property as such would be detrimental to negotiations between the City and a third party in an open meeting.** The City and its attorney may also discuss such issues with the appropriate

staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.074, the City may convene in a closed, non-public meeting to discuss any matters related to **appointment, employment, evaluation, reassignment, duties and discipline or dismissal of a public officer or employee and to hear any complaints or charges against an officer or employee.** The City and its attorney may also discuss such issues with the appropriate staff including members so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.076, the City may convene in a closed, non-public meeting to discuss any matters on the **deployment, or specific occasions for implementation, of security personnel or devices**. The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.084, the City may convene in a closed, non-public meeting to discuss any matters involving an **investigation and may exclude a witness from hearing during the examination of another witness in the investigation.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.087, the City may convene in a closed, non-public meeting to discuss any matters regarding **economic development issues.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

9. RECONVENE: *into Regular Session, and consider action, if necessary on any items(s) discussed in closed session.*

10. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956/402-4100 ext. 1003/1007 or FAX 956/702-5313 or E-mail hilda.pedraza@pharr-tx.gov or imelda.barrera@pharr-tx.gov for further information. Braille is not available.

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 13th day of October, 2017 at 4:00 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 13th day of October, 2017.

for HILDA PEDRAZA, TRMC
CITY CLERK

I certify that the attached notice and agenda of items to be considered by the City Commission was removed from the bulletin board of City Hall on the _____ day of _____, 20___ by,

_____ Title: _____

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 2.A.
DATE SUBMITTED: October 9, 2017
MEETING DATE: October 16, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PUBLIC COMMENTS

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza Created/Initiated - 10/09/2017

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 2.B.
DATE SUBMITTED: October 9, 2017
MEETING DATE: October 16, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public Hearing on Development Services Cases

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza Created/Initiated - 10/09/2017

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.A.
DATE SUBMITTED: October 11, 2017
MEETING DATE: October 16, 2017

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of October 2017 Sales Tax Report.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason:

Issue: TRUE SALES TAX GROWTH
The sales tax activity for the city of Pharr as of the month of October 2017 (first month of City's Fiscal Year but August's Sales Activity) has shown an OVERALL POSITIVE trend in the amount of $57,062 from this point last year, or an INCREASE of 4.33%.

RGV SALES TAX COMPARISON
City of Pharr shows an INCREASE of 4.33% compared to last October collections, the City still ranks No. 4 compared to 9 other cities in the Valley in annual sales collections.

GAAP BASIS
This is the 11th month (Month of Actual Sales) of the fiscal year 2016/2017; to date we are up 1.44%, which equate to $220,353 from this point of the fiscal year compared to last year.

Please feel free to contact me should the need arise, I am at extension 1907.
THANK YOU

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya	Created/Initiated - 10/11/2017
Karla Moya	Approved - 10/11/2017
Karla Moya	Approved - 10/11/2017
Patricia Rigney	Approved - 10/12/2017
City Management Office	Final Approval - 10/12/2017

City of Pharr
Sales Total Tax Analysis (2%) - Cash Basis

MONTH	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16*	FY 16/17	FY 17/18	Difference FY 17/18 - FY 16/17
OCT.	$ 954,528	$ 1,095,758	$ 1,095,399	$ 1,175,133	$ 1,281,269	$ 1,317,281	$ 1,374,342	$ 57,062
NOV.	1,025,682	1,009,747	1,064,491	1,272,920	1,367,611	1,457,436		
DEC.	914,194	1,065,676	1,151,064	1,255,599	1,306,892	1,379,834		
JAN.	929,064	1,065,003	1,166,651	1,231,604	1,224,656	1,317,066		
FEB.	1,214,454	1,132,199	1,301,266	1,403,486	1,508,184	1,570,000		
MAR.	959,178	1,014,839	1,090,660	1,244,493	1,250,428	1,300,217		
APR.	979,239	1,033,280	1,120,837	1,195,832	1,324,900	1,263,946		
MAY	1,250,746	1,207,076	1,332,207	1,457,421	1,625,843	1,644,947		
JUN.	1,098,232	1,075,570	1,239,819	1,424,397	1,429,149	1,384,312		
JUL.	1,142,386	1,087,853	1,239,026	1,314,960	1,336,426	1,402,878		
AUG.	1,226,816	1,203,458	1,284,104	1,433,708	1,609,004	1,538,105		
SEP.	1,131,188	1,034,174	1,183,373	1,356,249	1,330,463	1,368,050		
TOTAL	$ 12,825,707	$ 13,024,633	$ 14,268,899	$ 15,765,800	$ 16,594,826	$ 16,944,071	$ 1,374,342	$ 57,062
AVERAGE PER MONTH	$ 1,068,809	$ 1,085,386	$ 1,189,075	$ 1,313,817	$ 1,382,902	$ 1,412,006	$ 1,374,342	
INCREASE/(DECREASE) IN SALES TAX COLLECTION		$ 198,926	$ 1,244,265	$ 1,496,902	$ 829,025	$ 349,245	$ 57,062	
INCREASE FROM PREVIOUS YEAR		1.55%	9.55%	10.49%	5.26%	2.10%	4.33%	
BUDGET VS. ACTUAL VARIANCE ANALYSIS								
	$ 11,598,933	$ 13,443,500	$ 13,443,500	$ 14,980,000	$ 16,301,000	$ 16,845,700	$ 16,940,000	
	$ 1,226,774	$ (418,867)	$ 825,399	$ 785,800	$ 293,826	$ 98,371		
	9.56%	-3.22%	5.78%	4.98%	1.77%	0.58%		

*** Do NOT INCLUDE one time payments for October 2015 of $344,044 and April 2016 of $61,017**

City of Pharr
Sales Tax Analysis - City & Prop Tax Relief (1.5%) - Cash Basis

MONTH	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	Difference FY 17/18 - FY 16/17
OCT.	$ 715,896	$ 821,818	$ 821,549	$ 881,349	$ 960,952	$ 987,960	$ 1,030,757	$ 42,796
NOV.	769,262	757,310	798,368	954,690	1,025,708	1,093,077		
DEC.	685,645	799,257	863,298	941,699	980,169	1,034,876		
JAN.	696,798	798,752	874,989	923,703	918,492	987,799		
FEB.	910,841	849,149	975,950	1,052,615	1,131,138	1,177,500		
MAR.	719,383	761,129	817,995	933,370	937,821	975,163		
APR.	734,429	774,960	840,628	896,874	993,675	947,959		
MAY	938,060	905,307	999,155	1,093,066	1,219,382	1,233,711		
JUN.	823,674	806,678	929,864	1,068,297	1,071,862	1,038,234		
JUL.	856,789	815,890	929,270	986,220	1,002,320	1,052,158		
AUG.	920,112	902,594	963,078	1,075,281	1,206,753	1,153,579		
SEP.	848,391	775,630	887,530	1,017,187	997,847	1,026,037		
TOTAL	$ 9,619,280	$ 9,768,475	$ 10,701,674	$ 11,824,350	$ 12,446,119	$ 12,708,053	$ 1,030,757	$ 42,796
AVERAGE PER MONTH	$ 801,607	$ 814,040	$ 891,806	$ 985,363	$ 1,037,177	$ 1,059,004	$ 1,030,757	
INCREASE/(DECREASE) IN SALES TAX COLLECTION		$ 149,195	$ 933,199	$ 1,122,676	$ 621,769	$ 261,934	$ 42,796	
INCREASE FROM PREVIOUS YEAR		1.55%	9.55%	10.49%	5.26%	2.10%	4.33%	
BUDGET VS. ACTUAL VARIANCE ANALYSIS	$ 8,699,200	$ 10,082,625	$ 10,082,625	$ 11,235,000	$ 12,225,750	$ 12,634,725	$ 12,705,000	
	$ 920,080	$ (314,150)	$ 619,049	$ 589,350	$ 220,369	$ 73,328		
	9.56%	-3.22%	5.78%	4.98%	1.77%	0.58%		

City of Pharr
Annual Sales Tax Activity Analysis FY 16/17 - GAAP Basis

Regular City Tax (1%)

	FY 16/17	FY 15/16	$ Change	% Change	FY 16/17 Cum Change
October	689,917.11	$ 653,446.24	$ 36,470.87	5.58%	$ 36,470.87
November	658,532.87	$ 612,328.17	46,204.71	7.55%	82,675.58
December	784,999.81	$ 754,092.00	30,907.81	4.10%	113,583.38
January	650,108.69	$ 625,213.86	24,894.83	3.98%	138,478.22
February	631,972.98	$ 692,508.46	(60,535.48)	-8.74%	77,942.74
March	822,473.68	$ 812,921.43	9,552.25	1.18%	87,494.98
April	692,155.80	$ 714,574.53	(22,418.73)	-3.14%	65,076.25
May	701,438.87	$ 668,213.07	33,225.80	4.97%	98,302.05
June	769,052.75	$ 804,502.10	(35,449.35)	-4.41%	62,852.69
July	684,024.76	$ 665,231.68	18,793.08	2.83%	81,645.78
August	687,171.17	$ 658,640.28	28,530.90	4.33%	110,176.67
September	-	$ 728,717.85			
Totals	$ 7,771,848.46	$ 8,390,389.64	$ 110,176.67	1.44%	

Credit In Lieu of Property Tax (.5%)

	FY 16/17	FY 15/16	$ Change	% Change	FY 16/17 Cum Change
October	344,958.55	$ 326,723.12	$ 18,235.44	5.58%	$ 18,235.44
November	329,266.44	$ 306,164.08	23,102.35	7.55%	41,337.79
December	392,499.90	$ 377,046.00	15,453.90	4.10%	56,791.69
January	325,054.35	$ 312,606.93	12,447.42	3.98%	69,239.11
February	315,986.49	$ 346,254.23	(30,267.74)	-8.74%	38,971.37
March	411,236.84	$ 406,460.72	4,776.12	1.18%	43,747.49
April	346,077.90	$ 357,287.26	(11,209.36)	-3.14%	32,538.13
May	350,719.43	$ 334,106.54	16,612.90	4.97%	49,151.02
June	384,526.37	$ 402,251.05	(17,724.68)	-4.41%	31,426.35
July	342,012.38	$ 332,615.84	9,396.54	2.83%	40,822.89
August	343,585.59	$ 329,320.14	14,265.45	4.33%	55,088.34
September	-	$ 364,358.93			
Totals	$ 3,885,924.23	$ 4,195,194.82	$ 55,088.34	1.44%	

PEDC (.5%)

	FY 16/17	FY 15/16	$ Change	% Change	FY 16/17 Cum Change
October	$ 344,958.55	$ 326,723.12	$ 18,235.44	5.58%	$ 18,235.44
November	329,266.44	$ 306,164.08	23,102.35	7.55%	41,337.79
December	392,499.90	$ 377,046.00	15,453.90	4.10%	56,791.69
January	325,054.35	$ 312,606.93	12,447.42	3.98%	69,239.11
February	315,986.49	$ 346,254.23	(30,267.74)	-8.74%	38,971.37
March	411,236.84	$ 406,460.72	4,776.12	1.18%	43,747.49
April	346,077.90	$ 357,287.26	(11,209.36)	-3.14%	32,538.13
May	350,719.43	$ 334,106.54	16,612.90	4.97%	49,151.02
June	384,526.37	$ 402,251.05	(17,724.68)	-4.41%	31,426.35
July	342,012.38	$ 332,615.84	9,396.54	2.83%	40,822.89
August	343,585.59	$ 329,320.14	14,265.45	4.33%	55,088.34
September	-	$ 364,358.93			
Totals	$ 3,885,924.23	$ 4,195,194.82	$ 55,088.34	1.44%	

Total Sales Tax (2%)

	FY 16/17	FY 15/16	$ Change	FY 16/17 Budget	Actual vs. Budget	
October	$ 1,379,834.21	$ 1,306,892.47	$ 72,941.74	$ 1,403,808.33	(23,974)	
November	1,317,065.74	$ 1,224,656.33	92,409.41	1,403,808.33	(86,743)	
December	1,569,999.61	$ 1,508,184.00	61,815.61	1,403,808.33	166,191	
January	1,300,217.38	$ 1,250,427.71	49,790	1,403,808.33	(103,591)	
February	1,263,945.96	$ 1,385,016.92	(121,071)	1,403,808.33	(139,862)	
March	1,644,947.35	$ 1,625,842.86	19,104	1,403,808.33	241,139	
April	1,384,311.59	$ 1,429,149.05	(44,837)	1,403,808.33	25,341	
May	1,402,877.73	$ 1,336,426.14	66,452	1,403,808.33	(67,382)	
June	1,538,105.49	$ 1,609,004.20	(70,899)	1,403,808.33	205,196	
July	1,368,049.52	$ 1,330,463.35	37,586	1,403,808.33	(73,345)	
August	1,374,342.34	$ 1,317,280.55	57,062	1,403,808.33	(86,528)	
September		$ 1,457,435.70		1,403,808.33		
Totals	**$ 15,543,696.92**	**$ 16,780,779.28**	**$ 220,353.34**	**$ 16,845,700.00**	**$ 56,441.87**	Total
			1.44%		42,331.41	City Portion

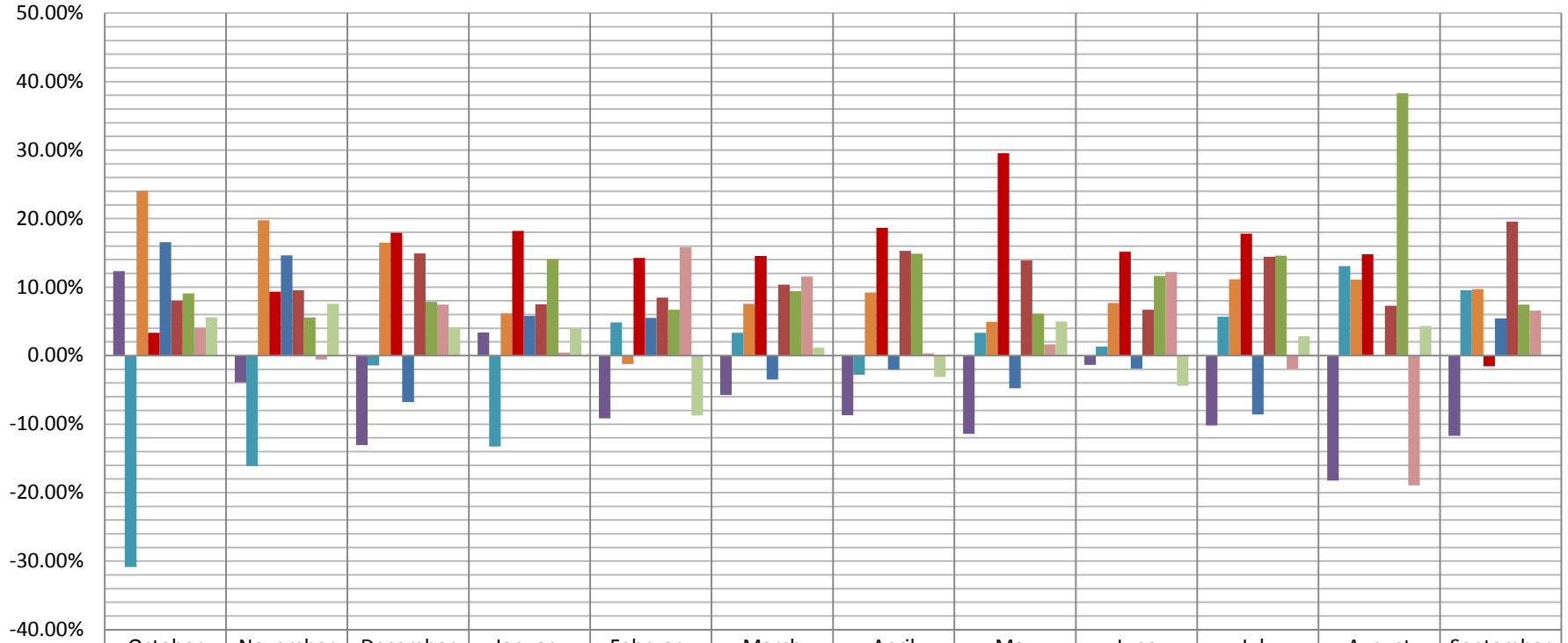
SALES TAX STATE COLLECTION RGV COMPARISON -OCTOBER 2017

Valley Rank	City	Net Payment This Period	Payment Prior Year	% Change	2017 Payments To Date	2016 Payments To Date	% Change
Rank Based on Current Month Activity							
1	Harlingen	1,959,288	1,808,509	8.34%	19,869,485	18,906,303	5.09%
2	Alamo	275,707	257,358	7.13%	2,865,599	2,929,183	-2.17%
3	Brownsville	3,152,035	2,954,273	6.69%	30,556,275	31,074,563	-1.67%
4	San Juan	287,071	274,963	4.40%	2,949,235	2,877,829	2.48%
5	**Pharr**	**1,374,342**	**1,317,281**	**4.33%**	14,163,863	14,016,451	**1.05%**
6	Weslaco	892,390	862,805	3.43%	9,994,569	9,768,273	2.32%
7	McAllen	4,634,772	4,681,803	-1.00%	49,155,707	50,646,735	-2.94%
8	Edinburg	1,657,590	1,702,562	-2.64%	17,346,287	17,592,871	-1.40%
9	Mercedes	519,030	559,490	-7.23%	5,329,987	6,051,340	-11.92%
10	Mission	1,123,793	1,234,396	-8.96%	12,275,693	12,653,545	-2.99%

Rank Based on Calendar Year 2017 To Date Activity							
1	Harlingen	1,959,288	1,808,509	8.34%	19,869,485	18,906,303	5.09%
2	San Juan	287,071	274,963	4.40%	2,949,235	2,877,829	2.48%
3	Weslaco	892,390	862,805	3.43%	9,994,569	9,768,273	2.32%
4	**Pharr**	**1,374,342**	**1,317,281**	**4.33%**	14,163,863	14,016,451	**1.05%**
5	Edinburg	1,657,590	1,702,562	-2.64%	17,346,287	17,592,871	-1.40%
6	Brownsville	3,152,035	2,954,273	6.69%	30,556,275	31,074,563	-1.67%
7	Alamo	275,707	257,358	7.13%	2,865,599	2,929,183	-2.17%
8	McAllen	4,634,772	4,681,803	-1.00%	49,155,707	50,646,735	-2.94%
9	Mission	1,123,793	1,234,396	-8.96%	12,275,693	12,653,545	-2.99%
10	Mercedes	519,030	559,490	-7.23%	5,329,987	6,051,340	-11.92%

STATE TOTALS	**430,450,474.54**	**425,504,043.80**	**1.15%**	**4,529,902,377.30**	**4,397,757,166.49**	**2.92%**

CITY OF PHARR
SALES TAX 5 YEAR TREND ANALYSIS



	October	November	December	January	February	March	April	May	June	July	August	September
1 FY 08/09	12.35%	-3.90%	-13.08%	3.37%	-9.17%	-5.74%	-8.69%	-11.40%	-1.34%	-10.19%	-18.25%	-11.69%
2 FY 09/10	-30.86%	-16.08%	-1.44%	-13.25%	4.84%	3.32%	-2.80%	3.32%	1.30%	5.67%	13.08%	9.54%
3 FY 10/11	24.06%	19.75%	16.47%	6.16%	-1.25%	7.55%	9.20%	4.95%	7.69%	11.15%	11.11%	9.72%
4 FY 11/12	3.35%	9.31%	17.93%	18.22%	14.25%	14.54%	18.65%	29.55%	15.17%	17.79%	14.80%	-1.55%
5 FY 12/13	16.57%	14.63%	-6.77%	5.80%	5.52%	-3.49%	-2.06%	-4.77%	-1.90%	-8.58%	-0.03%	5.42%
6 FY 13/14	8.01%	9.54%	14.93%	7.47%	8.47%	10.37%	15.27%	13.90%	6.70%	14.43%	7.28%	19.58%
7 FY 14/15	9.08%	5.57%	7.86%	14.10%	6.69%	9.40%	14.88%	6.13%	11.65%	14.61%	38.31%	7.44%
8 FY 15/16	4.09%	-0.56%	7.46%	0.48%	15.82%	11.56%	0.34%	1.63%	12.23%	-1.90%	-18.95%	6.57%
9 FY 16/17	5.58%	7.55%	4.10%	3.98%	-8.74%	1.18%	-3.14%	4.97%	-4.41%	2.83%	4.33%	

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.B.
DATE SUBMITTED: October 11, 2017
MEETING DATE: October 16, 2017

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item: Submission of September 2017 Tax Collection Report.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason:

Issue: CURRENT TAXES
Year-End County Tax Collection Report as of September 30, 2017 shows a total collection $16,656,658 from original Levy of $17,456,074. This represents a 95.94% collected compared to 95.64% collected last year.

DELINQUENT TAXES
Year-End Delinquent Taxes as of September 30, 2017 show a total collection of $631,949 out of $2,471,615. This represents a 26.07% collection rate compared to 26.16% last year.

Financial Consideration:

Staff Recommendation: No Action

Alternatives:

ROUTING:

Karla Moya	Created/Initiated - 10/11/2017
Karla Moya	Approved - 10/11/2017
Karla Moya	Approved - 10/11/2017
Patricia Rigney	Approved - 10/11/2017
City Management Office	Final Approval - 10/13/2017

PREPARED BY: MARTA S. BARRERA

MSB

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR TAXES COLLECTED FOR:
SEPTEMBER 2017

COMPARATIVE RATE OF COLLECTIONS

CITY OF PHARR CPR (33)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2016/2017	COLLECTED 2015/2016
2016 TAX ROLL	17,456,073.76	16,656,667.80	-	(94,459.43)	704,946.53	95.94%	95.64%
2015 & PRIOR YRS	2,471,614.90	631,949.64	(23,137.89)	(24,248.44)	1,792,278.93	26.07%	26.16%
ROLLBACK	3,918.75	20,337.79	-	96,823.01	80,403.97	20.19%	92.82%
TOTALS	19,931,607.41	17,308,955.23	(23,137.89)	(21,884.86)	2,577,629.43		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF SEPTEMBER 2017

	CITY OF PHARR	MONTHLY MODIFICATIONS	
CURRENT YEAR-BASE TAX	53,024.50	(8,737.02)	CURRENT
CURRENT YEAR-P&I	11,396.58		
PRIOR YEARS-BASE TAX	24,725.77	(2,164.78)	PRIOR
PRIOR YEARS-P&I	14,364.13		
ROLLBACK		80,403.97	ROLLBACK
ROLLBACK P&I			
ATTORNEY FEES	16,163.87		PURGED
TOTAL COLLECTIONS	119,674.85	69,502.17	
LESS TRANSFERRED	66,316.52		
LESS IN TRANSIT	47,821.02		
LESS DUE TO HCAD COMM. FEE	24.31		
LESS DUE TO CO TREASURER	5,513.00		
BALANCE	-		

**********AFFIDAVIT**********

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF PHARR, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF SEPTEMBER 2017 IS CORRECT.

Pablo (Paul) Villarreal Jr.

ASSESSOR-COLLECTOR OF TAXES FOR CITY OF PHARR, TEXAS

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 12th DAY OF OCTOBER 2017 A.D.

Jose E. Jaramillo

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NOTARY PUBLIC
JOSE E. JARAMILLO
Notary ID# 12911866-7
My Comm. Exp. 09-10-2020
STATE OF TEXAS

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR
TAX COLLECTION REPORT
FOR THE MONTH OF SEPTEMBER 2017

AD VALOREM - CITY OF PHARR	2016-2017	2015-2016	DIFFERENCE
2016 CURRENT			
ORIGINAL LEVY	17,456,073.76	16,681,597.30	774,476.46
MODIFICATIONS	(94,459.43)	(26,699.92)	(67,759.51)
CURRENT LEVY	17,361,614.33	16,654,897.38	706,716.95
CURRENT COLLECTIONS THIS MONTH	53,024.50	39,004.44	14,020.06
CURRENT COLLECTIONS TO DATE	16,656,667.80	15,928,612.83	728,054.97
OUTSTANDING TO DATE	704,946.53	726,284.55	(21,338.02)
PERCENT COLLECTED/ORIGINAL	95.42%	95.49%	-0.07%
PERCENT COLLECTED/MODIFIED	95.94%	95.64%	0.30%
TOTAL COLLECTIONS FISCAL YEAR	**16,656,667.80**	**15,928,612.83**	
DELINQUENT			
ORIGINAL LEVY	2,471,614.90	2,442,437.72	29,177.18
MODIFICATIONS	(47,386.33)	(78,691.58)	31,305.25
DELINQUENT LEVY	2,424,228.57	2,363,746.14	60,482.43
DELINQUENT COLLECTIONS THIS MONTH	24,725.77	26,152.01	(1,426.24)
DELINQUENT COLLECTIONS TO DATE	631,949.64	618,415.79	13,533.85
OUTSTANDING TO DATE	1,792,278.93	1,745,330.35	46,948.58
PERCENT COLLECTED/ORIGINAL	25.57%	25.32%	0.25%
PERCENT COLLECTED/MODIFIED	26.07%	26.16%	-0.09%
TOTAL COLLECTIONS FISCAL YEAR	**631,949.64**	**618,415.79**	
ROLLBACK			
ORIGINAL LEVY	3,918.75	0.00	3,918.75
MODIFICATIONS	96,823.01	54,589.16	42,233.85
ROLLBACK LEVY	100,741.76	54,589.16	46,152.60
ROLLBACK COLLECTIONS THIS MONTH	0.00	0.00	0.00
ROLLBACK COLLECTIONS TO DATE	20,337.79	50,670.41	(30,332.62)
OUTSTANDING TO DATE	80,403.97	3,918.75	76,485.22
PERCENT COLLECTED/ORIGINAL	518.99%	#DIV/0!	#DIV/0!
PERCENT COLLECTED/MODIFIED	20.19%	92.82%	-72.63%
TOTAL COLLECTIONS FISCAL YEAR	**20,337.79**	**50,670.41**	

PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF PHARR
AS OF SEPTEMBER 2017

33 REPORT DATE	CURR BASE	CURR P&I	CURR RB	CURR RB P&I	PRIOR BASE	PRIOR P&I	PRIOR RB	RB P&I	ATTY FEES	ATTY RBFEES	TOTAL	TRANS.	DIFF.	DATE OF TRANSF.
1-Sep	1,488.42	261.17			372.64	163.73			313.95		2,599.91		2,599.91	
2-Sep	3,404.96	664.00			1,120.07	461.24			817.32		6,467.59		6,467.59	
6-Sep	11,101.55	2,106.44			1,775.22	726.18			2,339.98		18,049.37	21,603.87	(3,554.50)	13-Sep
7-Sep	2,401.77	473.97			1,043.21	451.24			648.78		5,018.97	5,018.97	(0.00)	14-Sep
8-Sep	3,926.42	785.28			1,019.97	581.10			943.44		7,256.21	7,256.21	0.00	15-Sep
11-Sep	1,500.98	295.24			223.35	155.70			320.96		2,496.23	2,496.23	0.00	18-Sep
12-Sep	1,385.68	259.29			749.26	525.57			405.75		3,325.55	3,325.55	0.00	19-Sep
9-Sep	(6,211.83)	(74.41)			(1,545.48)				(49.17)		(7,880.89)		(7,880.89)	
13-Sep	1,963.10	391.38			1,443.60	699.81			670.18		5,168.07		5,168.07	
14-Sep	633.18	122.73			513.91	222.44			218.03		1,710.29		1,710.29	
15-Sep	2,108.29	418.52			2,214.19	1,066.26			858.75		6,666.01		6,666.01	
18-Sep	1,623.50	324.70			28.36	9.07			297.83		2,283.46	7,946.94	(5,663.48)	25-Sep
19-Sep	4,160.04	832.06			1,755.16	764.04			1,117.55		8,628.85	8,628.85	0.00	26-Sep
20-Sep	1,181.10	215.32			366.62	146.76			238.02		2,147.82	2,147.82	0.00	27-Sep
21-Sep	2,387.79	463.59			1,199.44	556.83			665.16		5,272.81	5,272.81	0.00	28-Sep
22-Sep	1,464.92	287.92			388.74	140.78			336.91		2,619.27	2,619.27	0.00	29-Sep
25-Sep	2,562.56	510.01			1,143.47	530.99			664.58		5,411.61	5,411.61	0.00	2-Oct
26-Sep	2,394.15	476.09			1,407.08	860.64			755.63		5,893.59	5,893.59	0.00	3-Oct
27-Sep	2,908.19	540.04			2,070.45	919.96			885.11		7,323.75	7,323.75	0.00	4-Oct
28-Sep	3,866.85	767.17			4,087.06	3,479.40			1,815.19		14,015.67	14,015.67	0.00	5-Oct
29-Sep	6,772.88	1,276.07			3,349.45	1,902.39			1,899.92		15,200.71	15,176.40	24.31	11-Oct
											0.00		0.00	
											0.00		0.00	
											0.00		0.00	
											0.00		0.00	
TTL	**53,024.50**	**11,396.58**	**0.00**	**0.00**	**24,725.77**	**14,364.13**	**0.00**	**0.00**	**16,163.87**	**0.00**	**119,674.85**	**114,137.54**	**5,537.31**	

OVERALL TOTAL	119,674.85
LESS REFUNDS	0.00
LESS HCAD COMM FEES	24.31
LESS COMM/COST	5,513.00
BALANCE	114,137.54
LESS TRANSFERRED	66,316.52
LESS TRANSF IN TRANSIT	47,821.02
BALANCE PENDING	0.00

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2016	M & O	.582100	47,195.04	.00	10,143.59	17.83-	57,320.80	10,274.36	.00	.00	67,612.99
	I & S	.071900	5,829.46	.00	1,252.99	2.20-	7,080.25	.00	.00	.00	7,082.45
	TOTAL	.654000	53,024.50	.00	11,396.58	20.03-	64,401.05	10,274.36	.00	.00	74,695.44
2015	M & O	.582100	7,397.90	.00	2,780.27	71.04-	10,107.13	1,923.25	.00	.00	12,101.42
	I & S	.071900	913.74	.00	343.46	8.78-	1,248.42	.00	.00	.00	1,257.20
	TOTAL	.654000	8,311.64	.00	3,123.73	79.82-	11,355.55	1,923.25	.00	.00	13,358.62
2014	M & O	.608100	5,361.64	.00	2,339.94	.00	7,701.58	1,263.07	.00	.00	8,964.65
	I & S	.071900	633.89	.00	276.72	.00	910.61	.00	.00	.00	910.61
	TOTAL	.680000	5,995.53	.00	2,616.66	.00	8,612.19	1,263.07	.00	.00	9,875.26
2013	M & O	.605000	2,688.58	.00	1,476.95	.00	4,165.53	670.87	.00	.00	4,836.40
	I & S	.075000	333.27	.00	183.11	.00	516.38	.00	.00	.00	516.38
	TOTAL	.680000	3,021.85	.00	1,660.06	.00	4,681.91	670.87	.00	.00	5,352.78
2012	M & O	.602600	1,827.07	.00	1,205.81	.00	3,032.88	482.55	.00	.00	3,515.43
	I & S	.077400	234.66	.00	154.90	.00	389.56	.00	.00	.00	389.56
	TOTAL	.680000	2,061.73	.00	1,360.71	.00	3,422.44	482.55	.00	.00	3,904.99
2011	M & O	.602100	1,355.31	.00	1,054.08	.00	2,409.39	391.69	.00	.00	2,801.08
	I & S	.077900	175.37	.00	136.36	.00	311.73	.00	.00	.00	311.73
	TOTAL	.680000	1,530.68	.00	1,190.44	.00	2,721.12	391.69	.00	.00	3,112.81
2010	M & O	.601800	991.11	.00	838.23	.00	1,829.34	271.07	.00	.00	2,100.41
	I & S	.078200	128.79	.00	108.91	.00	237.70	.00	.00	.00	237.70
	TOTAL	.680000	1,119.90	.00	947.14	.00	2,067.04	271.07	.00	.00	2,338.11
2009	M & O	.601800	807.42	.00	838.07	.00	1,645.49	278.89	.00	.00	1,924.38
	I & S	.078200	104.91	.00	108.89	.00	213.80	.00	.00	.00	213.80
	TOTAL	.680000	912.33	.00	946.96	.00	1,859.29	278.89	.00	.00	2,138.18
2008	M & O	.602940	378.56	.00	431.37	.00	809.93	132.62	.00	.00	942.55
	I & S	.078910	49.54	.00	56.46	.00	106.00	.00	.00	.00	106.00
	TOTAL	.681850	428.10	.00	487.83	.00	915.93	132.62	.00	.00	1,048.55
2007	M & O	.596130	214.50	.00	274.57	.00	489.07	84.06	.00	.00	573.13
	I & S	.086990	31.30	.00	40.07	.00	71.37	.00	.00	.00	71.37
	TOTAL	.683120	245.80	.00	314.64	.00	560.44	84.06	.00	.00	644.50
2006	M & O	.593130	216.70	.00	303.38	.00	520.08	89.84	.00	.00	609.92
	I & S	.089990	32.88	.00	46.03	.00	78.91	.00	.00	.00	78.91
	TOTAL	.683120	249.58	.00	349.41	.00	598.99	89.84	.00	.00	688.83
2005	M & O	.593130	232.64	.00	347.55	.00	580.19	98.15	.00	.00	678.34
	I & S	.089990	35.29	.00	52.74	.00	88.03	.00	.00	.00	88.03
	TOTAL	.683120	267.93	.00	400.29	.00	668.22	98.15	.00	.00	766.37

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2004	M & O	.601650	322.79	.00	487.82	.00	810.61	123.90	.00	.00	934.51
	I & S	.081470	43.71	.00	66.06	.00	109.77	.00	.00	.00	109.77
	TOTAL	.683120	366.50	.00	553.88	.00	920.38	123.90	.00	.00	1,044.28
2002	M & O	.590210	72.08	.00	122.28	.00	194.36	29.44	.00	.00	223.80
	I & S	.099790	12.19	.00	20.67	.00	32.86	.00	.00	.00	32.86
	TOTAL	.690000	84.27	.00	142.95	.00	227.22	29.44	.00	.00	256.66
2001	M & O	.564720	48.52	.00	92.81	.00	141.33	23.39	.00	.00	164.72
	I & S	.097590	8.39	.00	16.05	.00	24.44	.00	.00	.00	24.44
	TOTAL	.662310	56.91	.00	108.86	.00	165.77	23.39	.00	.00	189.16
2000	M & O	.533960	3.37	.00	7.14	.00	10.51	1.90	.00	.00	12.41
	I & S	.108350	.68	.00	1.45	.00	2.13	.00	.00	.00	2.13
	TOTAL	.642310	4.05	.00	8.59	.00	12.64	1.90	.00	.00	14.54
1999	M & O	.529360	20.45	.00	45.88	.00	66.33	12.07	.00	.00	78.40
	I & S	.112950	4.37	.00	9.78	.00	14.15	.00	.00	.00	14.15
	TOTAL	.642310	24.82	.00	55.66	.00	80.48	12.07	.00	.00	92.55
1997	M & O	.524810	13.11	.00	29.11	.00	42.22	6.07	.00	.00	48.29
	I & S	.075190	1.88	.00	4.17	.00	6.05	.00	.00	.00	6.05
	TOTAL	.600000	14.99	.00	33.28	.00	48.27	6.07	.00	.00	54.34
1996	M & O	.516090	14.24	.00	31.46	.00	45.70	6.03	.00	.00	51.73
	I & S	.083910	2.32	.00	5.12	.00	7.44	.00	.00	.00	7.44
	TOTAL	.600000	16.56	.00	36.58	.00	53.14	6.03	.00	.00	59.17
1995	M & O	.510030	4.72	.00	8.18	.00	12.90	.00	.00	.00	12.90
	I & S	.089970	.83	.00	1.44	.00	2.27	.00	.00	.00	2.27
	TOTAL	.600000	5.55	.00	9.62	.00	15.17	.00	.00	.00	15.17
1994	M & O	.471740	1.34	.00	3.29	.00	4.63	.65	.00	.00	5.28
	I & S	.098260	.28	.00	.68	.00	.96	.00	.00	.00	.96
	TOTAL	.570000	1.62	.00	3.97	.00	5.59	.65	.00	.00	6.24
1992	M & O	.447640	4.34	.00	10.29	.00	14.63	.00	.00	.00	14.63
	I & S	.112360	1.09	.00	2.58	.00	3.67	.00	.00	.00	3.67
	TOTAL	.560000	5.43	.00	12.87	.00	18.30	.00	.00	.00	18.30
ALL	M & O		69,171.43	.00	22,872.07	88.87-	91,954.63	16,163.87	.00	.00	108,207.37
ALL	I & S		8,578.84	.00	2,888.64	10.98-	11,456.50	.00	.00	.00	11,467.48
ALL	TOTAL		77,750.27	.00	25,760.71	99.85-	103,411.13	16,163.87	.00	.00	119,674.85

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
DLQ	M & O		21,976.39	.00	12,728.48	71.04-	34,633.83	5,889.51	.00	.00	40,594.38
DLQ	I & S		2,749.38	.00	1,635.65	8.78-	4,376.25	.00	.00	.00	4,385.03
DLQ	TOTAL		24,725.77	.00	14,364.13	79.82-	39,010.08	5,889.51	.00	.00	44,979.41
CURR	M & O		47,195.04	.00	10,143.59	17.83-	57,320.80	10,274.36	.00	.00	67,612.99
CURR	I & S		5,829.46	.00	1,252.99	2.20-	7,080.25	.00	.00	.00	7,082.45
CURR	TOTAL		53,024.50	.00	11,396.58	20.03-	64,401.05	10,274.36	.00	.00	74,695.44

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2016	M & O	.582100	47,195.04	.00	10,143.59	17.83-	57,320.80	10,274.36	.00	.00	67,612.99
	I & S	.071900	5,829.46	.00	1,252.99	2.20-	7,080.25	.00	.00	.00	7,082.45
	TOTAL	.654000	53,024.50	.00	11,396.58	20.03-	64,401.05	10,274.36	.00	.00	74,695.44
2015	M & O	.582100	7,397.90	.00	2,780.27	71.04-	10,107.13	1,923.25	.00	.00	12,101.42
	I & S	.071900	913.74	.00	343.46	8.78-	1,248.42	.00	.00	.00	1,257.20
	TOTAL	.654000	8,311.64	.00	3,123.73	79.82-	11,355.55	1,923.25	.00	.00	13,358.62
2014	M & O	.608100	5,361.64	.00	2,339.94	.00	7,701.58	1,263.07	.00	.00	8,964.65
	I & S	.071900	633.89	.00	276.72	.00	910.61	.00	.00	.00	910.61
	TOTAL	.680000	5,995.53	.00	2,616.66	.00	8,612.19	1,263.07	.00	.00	9,875.26
2013	M & O	.605000	2,688.58	.00	1,476.95	.00	4,165.53	670.87	.00	.00	4,836.40
	I & S	.075000	333.27	.00	183.11	.00	516.38	.00	.00	.00	516.38
	TOTAL	.680000	3,021.85	.00	1,660.06	.00	4,681.91	670.87	.00	.00	5,352.78
2012	M & O	.602600	1,827.07	.00	1,205.81	.00	3,032.88	482.55	.00	.00	3,515.43
	I & S	.077400	234.66	.00	154.90	.00	389.56	.00	.00	.00	389.56
	TOTAL	.680000	2,061.73	.00	1,360.71	.00	3,422.44	482.55	.00	.00	3,904.99
2011	M & O	.602100	1,355.31	.00	1,054.08	.00	2,409.39	391.69	.00	.00	2,801.08
	I & S	.077900	175.37	.00	136.36	.00	311.73	.00	.00	.00	311.73
	TOTAL	.680000	1,530.68	.00	1,190.44	.00	2,721.12	391.69	.00	.00	3,112.81
2010	M & O	.601800	991.11	.00	838.23	.00	1,829.34	271.07	.00	.00	2,100.41
	I & S	.078200	128.79	.00	108.91	.00	237.70	.00	.00	.00	237.70
	TOTAL	.680000	1,119.90	.00	947.14	.00	2,067.04	271.07	.00	.00	2,338.11
2009	M & O	.601800	807.42	.00	838.07	.00	1,645.49	278.89	.00	.00	1,924.38
	I & S	.078200	104.91	.00	108.89	.00	213.80	.00	.00	.00	213.80
	TOTAL	.680000	912.33	.00	946.96	.00	1,859.29	278.89	.00	.00	2,138.18
2008	M & O	.602940	378.56	.00	431.37	.00	809.93	132.62	.00	.00	942.55
	I & S	.078910	49.54	.00	56.46	.00	106.00	.00	.00	.00	106.00
	TOTAL	.681850	428.10	.00	487.83	.00	915.93	132.62	.00	.00	1,048.55
2007	M & O	.596130	214.50	.00	274.57	.00	489.07	84.06	.00	.00	573.13
	I & S	.086990	31.30	.00	40.07	.00	71.37	.00	.00	.00	71.37
	TOTAL	.683120	245.80	.00	314.64	.00	560.44	84.06	.00	.00	644.50
2006	M & O	.593130	216.70	.00	303.38	.00	520.08	89.84	.00	.00	609.92
	I & S	.089990	32.88	.00	46.03	.00	78.91	.00	.00	.00	78.91
	TOTAL	.683120	249.58	.00	349.41	.00	598.99	89.84	.00	.00	688.83
2005	M & O	.593130	232.64	.00	347.55	.00	580.19	98.15	.00	.00	678.34
	I & S	.089990	35.29	.00	52.74	.00	88.03	.00	.00	.00	88.03
	TOTAL	.683120	267.93	.00	400.29	.00	668.22	98.15	.00	.00	766.37

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2004	M & O	.601650	322.79	.00	487.82	.00	810.61	123.90	.00	.00	934.51
	I & S	.081470	43.71	.00	66.06	.00	109.77	.00	.00	.00	109.77
	TOTAL	.683120	366.50	.00	553.88	.00	920.38	123.90	.00	.00	1,044.28
2002	M & O	.590210	72.08	.00	122.28	.00	194.36	29.44	.00	.00	223.80
	I & S	.099790	12.19	.00	20.67	.00	32.86	.00	.00	.00	32.86
	TOTAL	.690000	84.27	.00	142.95	.00	227.22	29.44	.00	.00	256.66
2001	M & O	.564720	48.52	.00	92.81	.00	141.33	23.39	.00	.00	164.72
	I & S	.097590	8.39	.00	16.05	.00	24.44	.00	.00	.00	24.44
	TOTAL	.662310	56.91	.00	108.86	.00	165.77	23.39	.00	.00	189.16
2000	M & O	.533960	3.37	.00	7.14	.00	10.51	1.90	.00	.00	12.41
	I & S	.108350	.68	.00	1.45	.00	2.13	.00	.00	.00	2.13
	TOTAL	.642310	4.05	.00	8.59	.00	12.64	1.90	.00	.00	14.54
1999	M & O	.529360	20.45	.00	45.88	.00	66.33	12.07	.00	.00	78.40
	I & S	.112950	4.37	.00	9.78	.00	14.15	.00	.00	.00	14.15
	TOTAL	.642310	24.82	.00	55.66	.00	80.48	12.07	.00	.00	92.55
1997	M & O	.524810	13.11	.00	29.11	.00	42.22	6.07	.00	.00	48.29
	I & S	.075190	1.88	.00	4.17	.00	6.05	.00	.00	.00	6.05
	TOTAL	.600000	14.99	.00	33.28	.00	48.27	6.07	.00	.00	54.34
1996	M & O	.516090	14.24	.00	31.46	.00	45.70	6.03	.00	.00	51.73
	I & S	.083910	2.32	.00	5.12	.00	7.44	.00	.00	.00	7.44
	TOTAL	.600000	16.56	.00	36.58	.00	53.14	6.03	.00	.00	59.17
1995	M & O	.510030	4.72	.00	8.18	.00	12.90	.00	.00	.00	12.90
	I & S	.089970	.83	.00	1.44	.00	2.27	.00	.00	.00	2.27
	TOTAL	.600000	5.55	.00	9.62	.00	15.17	.00	.00	.00	15.17
1994	M & O	.471740	1.34	.00	3.29	.00	4.63	.65	.00	.00	5.28
	I & S	.098260	.28	.00	.68	.00	.96	.00	.00	.00	.96
	TOTAL	.570000	1.62	.00	3.97	.00	5.59	.65	.00	.00	6.24
1992	M & O	.447640	4.34	.00	10.29	.00	14.63	.00	.00	.00	14.63
	I & S	.112360	1.09	.00	2.58	.00	3.67	.00	.00	.00	3.67
	TOTAL	.560000	5.43	.00	12.87	.00	18.30	.00	.00	.00	18.30
ALL	M & O		69,171.43	.00	22,872.07	88.87-	91,954.63	16,163.87	.00	.00	108,207.37
ALL	I & S		8,578.84	.00	2,888.64	10.98-	11,456.50	.00	.00	.00	11,467.48
ALL	TOTAL		77,750.27	.00	25,760.71	99.85-	103,411.13	16,163.87	.00	.00	119,674.85

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
DLQ	M & O		21,976.39	.00	12,728.48	71.04-	34,633.83	5,889.51	.00	.00	40,594.38
DLQ	I & S		2,749.38	.00	1,635.65	8.78-	4,376.25	.00	.00	.00	4,385.03
DLQ	TOTAL		24,725.77	.00	14,364.13	79.82-	39,010.08	5,889.51	.00	.00	44,979.41
CURR	M & O		47,195.04	.00	10,143.59	17.83-	57,320.80	10,274.36	.00	.00	67,612.99
CURR	I & S		5,829.46	.00	1,252.99	2.20-	7,080.25	.00	.00	.00	7,082.45
CURR	TOTAL		53,024.50	.00	11,396.58	20.03-	64,401.05	10,274.36	.00	.00	74,695.44

FISCAL START: 10/01/2016 END: 09/30/2017 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	2,691,310,316	14,297,012-	2,677,013,304	00.654000	17,361,614.33	25,920

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2016	17,456,073.76	8,737.02-	94,459.43-	53,024.50	16,656,667.80	704,946.53	95.94	515.87-
2015	726,284.55	1,793.43-	2,165.25-	8,311.64	323,533.29	400,586.01	44.68	1,048.96-
2014	376,169.23	106.73-	2,642.32-	5,995.53	140,024.69	233,502.22	37.49	1,014.25-
2013	225,111.10	131.11-	1,583.61-	3,021.85	62,568.65	160,958.84	27.99	977.53-
2012	183,100.35	133.51-	23,222.99-	2,061.73	33,679.73	126,197.63	21.07	909.53-
2011	134,796.56	.00	3,233.00-	1,530.68	22,241.97	109,321.59	16.91	968.04-
2010	117,766.50	.00	3,124.49-	1,119.90	10,668.39	103,973.62	9.31	834.39-
2009	107,878.67	.00	2,732.54-	912.33	7,671.41	97,474.72	7.30	442.44-
2008	84,349.23	.00	941.60-	428.10	6,816.94	76,590.69	8.17	393.88-
2007	70,608.39	.00	776.42-	245.80	3,868.51	65,963.46	5.54	776.42-
2006	67,025.05	.00	706.22-	249.58	3,442.67	62,876.16	5.19	706.22-
2005	60,054.39	.00	374.73-	267.93	3,143.76	56,535.90	5.27	374.73-
2004	59,412.07	.00	291.20-	366.50	4,219.63	54,901.24	7.14	291.20-
2003	46,290.10	.00	231.22-	0.00	1,885.43	44,173.45	4.09	231.22-
2002	39,025.42	.00	222.92-	84.27	1,244.44	37,558.06	3.21	222.92-
2001	29,840.39	.00	51.95-	56.91	1,660.06	28,128.38	5.57	51.95-
2000	27,278.94	.00	1,079.88-	4.05	1,443.96	24,755.10	5.51	255.15-
1999	21,334.21	.00	745.96-	24.82	1,172.15	19,416.10	5.69	251.12-
1998	16,502.72	.00	731.66-	0.00	817.67	14,953.39	5.18	246.31-
1997	15,674.71	.00	682.99-	14.99	602.72	14,389.00	4.02	220.75-
1996	14,041.28	.00	1,738.54-	16.56	347.45	11,955.29	2.82	67.05-
1995	49,071.04	.00	106.84-	12.60	896.12	48,068.08	1.83	0.00
****	19,927,688.66	10,901.80-	141,845.76-	77,750.27	17,288,617.44	2,497,225.46		10,799.93-

FISCAL START: 10/01/2016 END: 09/30/2017 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	00.654000	24,012.25	1

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2016	0.00	13,761.07	24,012.25	0.00	10,251.18	13,761.07	42.69	0.00
2015	0.00	14,380.34	14,380.34	0.00	0.00	14,380.34		0.00
2014	891.58	15,905.87	15,905.87	0.00	891.58	15,905.87	5.31	0.00
2013	956.14	17,678.68	17,678.68	0.00	956.14	17,678.68	5.13	0.00
2012	1,006.64	18,678.01	24,845.87	0.00	7,174.50	18,678.01	27.75	0.00
2011	1,064.39	.00	0.00	0.00	1,064.39	0.00		0.00
****	3,918.75	80,403.97	96,823.01	0.00	20,337.79	80,403.97		0.00

FISCAL START: 10/01/2016 END: 09/30/2017 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	2,691,310,316	14,297,012-	2,677,013,304	00.654000	17,385,626.58	25,921

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2016	17,456,073.76	5,024.05	70,447.18-	53,024.50	16,666,918.98	718,707.60	95.87	515.87-
2015	726,284.55	12,586.91	12,215.09	8,311.64	323,533.29	414,966.35	43.81	1,048.96-
2014	377,060.81	15,799.14	13,263.55	5,995.53	140,916.27	249,408.09	36.10	1,014.25-
2013	226,067.24	17,547.57	16,095.07	3,021.85	63,524.79	178,637.52	26.23	977.53-
2012	184,106.99	18,544.50	1,622.88	2,061.73	40,854.23	144,875.64	22.00	909.53-
2011	135,860.95	.00	3,233.00-	1,530.68	23,306.36	109,321.59	17.57	968.04-
2010	117,766.50	.00	3,124.49-	1,119.90	10,668.39	103,973.62	9.31	834.39-
2009	107,878.67	.00	2,732.54-	912.33	7,671.41	97,474.72	7.30	442.44-
2008	84,349.23	.00	941.60-	428.10	6,816.94	76,590.69	8.17	393.88-
2007	70,608.39	.00	776.42-	245.80	3,868.51	65,963.46	5.54	776.42-
2006	67,025.05	.00	706.22-	249.58	3,442.67	62,876.16	5.19	706.22-
2005	60,054.39	.00	374.73-	267.93	3,143.76	56,535.90	5.27	374.73-
2004	59,412.07	.00	291.20-	366.50	4,219.63	54,901.24	7.14	291.20-
2003	46,290.10	.00	231.22-	0.00	1,885.43	44,173.45	4.09	231.22-
2002	39,025.42	.00	222.92-	84.27	1,244.44	37,558.06	3.21	222.92-
2001	29,840.39	.00	51.95-	56.91	1,660.06	28,128.38	5.57	51.95-
2000	27,278.94	.00	1,079.88-	4.05	1,443.96	24,755.10	5.51	255.15-
1999	21,334.21	.00	745.96-	24.82	1,172.15	19,416.10	5.69	251.12-
1998	16,502.72	.00	731.66-	0.00	817.67	14,953.39	5.18	246.31-
1997	15,674.71	.00	682.99-	14.99	602.72	14,389.00	4.02	220.75-
1996	14,041.28	.00	1,738.54-	16.56	347.45	11,955.29	2.82	67.05-
1995	49,071.04	.00	106.84-	12.60	896.12	48,068.08	1.83	0.00
****	19,931,607.41	69,502.17	45,022.75-	77,750.27	17,308,955.23	2,577,629.43		10,799.93-

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	2,691,310,316	14,297,012-	2,677,013,304	0.654000	17,361,614.33	25,920

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2016	17,456,073.76	8,737.02-	94,459.43-	53,024.50	16,656,667.80	704,946.53	95.94	515.87-
ADJUSTMENT REFUNDS		6,211.83-	28,598.05-					
2015	726,284.55	1,793.43-	2,165.25-	8,311.64	323,533.29	400,586.01	44.68	1,048.96-
ADJUSTMENT REFUNDS		1,545.48-	5,129.72-					
2014	376,169.23	106.73-	2,642.32-	5,995.53	140,024.69	233,502.22	37.49	1,014.25-
ADJUSTMENT REFUNDS		.00	1,294.91-					
2013	225,111.10	131.11-	1,583.61-	3,021.85	62,568.65	160,958.84	27.99	977.53-
ADJUSTMENT REFUNDS		.00	240.33-					
2012	183,100.35	133.51-	23,222.99-	2,061.73	33,679.73	126,197.63	21.07	909.53-
ADJUSTMENT REFUNDS		.00	915.46-					
2011	134,796.56	.00	3,233.00-	1,530.68	22,241.97	109,321.59	16.91	968.04-
ADJUSTMENT REFUNDS		.00	2,083.10-					
2010	117,766.50	.00	3,124.49-	1,119.90	10,668.39	103,973.62	9.31	834.39-
ADJUSTMENT REFUNDS		.00	2,205.28-					
2009	107,878.67	.00	2,732.54-	912.33	7,671.41	97,474.72	7.30	442.44-
ADJUSTMENT REFUNDS		.00	2,205.28-					
2008	84,349.23	.00	941.60-	428.10	6,816.94	76,590.69	8.17	393.88-
2007	70,608.39	.00	776.42-	245.80	3,868.51	65,963.46	5.54	776.42-
2006	67,025.05	.00	706.22-	249.58	3,442.67	62,876.16	5.19	706.22-
2005	60,054.39	.00	374.73-	267.93	3,143.76	56,535.90	5.27	374.73-
2004	59,412.07	.00	291.20-	366.50	4,219.63	54,901.24	7.14	291.20-
2003	46,290.10	.00	231.22-	0.00	1,885.43	44,173.45	4.09	231.22-
2002	39,025.42	.00	222.92-	84.27	1,244.44	37,558.06	3.21	222.92-
2001	29,840.39	.00	51.95-	56.91	1,660.06	28,128.38	5.57	51.95-
2000	27,278.94	.00	1,079.88-	4.05	1,443.96	24,755.10	5.51	255.15-
1999	21,334.21	.00	745.96-	24.82	1,172.15	19,416.10	5.69	251.12-
1998	16,502.72	.00	731.66-	0.00	817.67	14,953.39	5.18	246.31-
1997	15,674.71	.00	682.99-	14.99	602.72	14,389.00	4.02	220.75-
1996	14,041.28	.00	1,738.54-	16.56	347.45	11,955.29	2.82	67.05-
1995	49,071.04	.00	106.84-	12.60	896.12	48,068.08	1.83	0.00
****	19,927,688.66	10,901.80-	141,845.76-	77,750.27	17,288,617.44	2,497,225.46		10,799.93-
ADJUSTMENT REFUNDS		7,757.31-	42,672.13-					

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.654000	24,012.25	1

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2016	0.00	13,761.07	24,012.25	0.00	10,251.18	13,761.07	42.69	0.00
ADJUSTMENT REFUNDS		6,211.83-	28,598.05-					
2015	0.00	14,380.34	14,380.34	0.00	0.00	14,380.34		0.00
ADJUSTMENT REFUNDS		1,545.48-	5,129.72-					
2014	891.58	15,905.87	15,905.87	0.00	891.58	15,905.87	5.31	0.00
ADJUSTMENT REFUNDS		.00	1,294.91-					
2013	956.14	17,678.68	17,678.68	0.00	956.14	17,678.68	5.13	0.00
ADJUSTMENT REFUNDS		.00	240.33-					
2012	1,006.64	18,678.01	24,845.87	0.00	7,174.50	18,678.01	27.75	0.00
ADJUSTMENT REFUNDS		.00	915.46-					
2011	1,064.39	.00	0.00	0.00	1,064.39	0.00		0.00
ADJUSTMENT REFUNDS		.00	2,083.10-					
****	3,918.75	80,403.97	96,823.01	0.00	20,337.79	80,403.97		0.00
ADJUSTMENT REFUNDS		7,757.31-	38,261.57-					

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	2,691,310,316	14,297,012-	2,677,013,304	0.654000	17,385,626.58	25,921

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2016	17,456,073.76	5,024.05	70,447.18-	53,024.50	16,666,918.98	718,707.60	95.87	515.87-
ADJUSTMENT REFUNDS		6,211.83-	28,598.05-					
2015	726,284.55	12,586.91	12,215.09	8,311.64	323,533.29	414,966.35	43.81	1,048.96-
ADJUSTMENT REFUNDS		1,545.48-	5,129.72-					
2014	377,060.81	15,799.14	13,263.55	5,995.53	140,916.27	249,408.09	36.10	1,014.25-
ADJUSTMENT REFUNDS		.00	1,294.91-					
2013	226,067.24	17,547.57	16,095.07	3,021.85	63,524.79	178,637.52	26.23	977.53-
ADJUSTMENT REFUNDS		.00	240.33-					
2012	184,106.99	18,544.50	1,622.88	2,061.73	40,854.23	144,875.64	22.00	909.53-
ADJUSTMENT REFUNDS		.00	915.46-					
2011	135,860.95	.00	3,233.00-	1,530.68	23,306.36	109,321.59	17.57	968.04-
ADJUSTMENT REFUNDS		.00	2,083.10-					
2010	117,766.50	.00	3,124.49-	1,119.90	10,668.39	103,973.62	9.31	834.39-
ADJUSTMENT REFUNDS		.00	2,205.28-					
2009	107,878.67	.00	2,732.54-	912.33	7,671.41	97,474.72	7.30	442.44-
ADJUSTMENT REFUNDS		.00	2,205.28-					
2008	84,349.23	.00	941.60-	428.10	6,816.94	76,590.69	8.17	393.88-
2007	70,608.39	.00	776.42-	245.80	3,868.51	65,963.46	5.54	776.42-
2006	67,025.05	.00	706.22-	249.58	3,442.67	62,876.16	5.19	706.22-
2005	60,054.39	.00	374.73-	267.93	3,143.76	56,535.90	5.27	374.73-
2004	59,412.07	.00	291.20-	366.50	4,219.63	54,901.24	7.14	291.20-
2003	46,290.10	.00	231.22-	0.00	1,885.43	44,173.45	4.09	231.22-
2002	39,025.42	.00	222.92-	84.27	1,244.44	37,558.06	3.21	222.92-
2001	29,840.39	.00	51.95-	56.91	1,660.06	28,128.38	5.57	51.95-
2000	27,278.94	.00	1,079.88-	4.05	1,443.96	24,755.10	5.51	255.15-
1999	21,334.21	.00	745.96-	24.82	1,172.15	19,416.10	5.69	251.12-
1998	16,502.72	.00	731.66-	0.00	817.67	14,953.39	5.18	246.31-
1997	15,674.71	.00	682.99-	14.99	602.72	14,389.00	4.02	220.75-
1996	14,041.28	.00	1,738.54-	16.56	347.45	11,955.29	2.82	67.05-
1995	49,071.04	.00	106.84-	12.60	896.12	48,068.08	1.83	0.00
****	19,931,607.41	69,502.17	45,022.75-	77,750.27	17,308,955.23	2,577,629.43		10,799.93-
ADJUSTMENT REFUNDS		7,757.31-	42,672.13-					

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2016	M & O	.582100	14,825,452.12	.00	197,393.47	442,592.44-	14,580,253.15	47,021.95	.00	.00	15,069,867.54
	I & S	.071900	1,831,215.68	.00	24,382.46	54,668.25-	1,800,929.89	.00	.00	.00	1,855,598.14
	TOTAL	.654000	16,656,667.80	.00	221,775.93	497,260.69-	16,381,183.04	47,021.95	.00	.00	16,925,465.68
2015	M & O	.582100	287,964.81	.00	69,520.24	4,754.54-	352,730.51	56,308.35	.00	.00	413,793.40
	I & S	.071900	35,568.48	.00	8,586.95	587.28-	43,568.15	.00	.00	.00	44,155.43
	TOTAL	.654000	323,533.29	.00	78,107.19	5,341.82-	396,298.66	56,308.35	.00	.00	457,948.83
2014	M & O	.608100	125,219.07	.00	46,045.71	2,501.42-	168,763.36	27,198.92	.00	.00	198,463.70
	I & S	.071900	14,805.62	.00	5,444.26	295.77-	19,954.11	.00	.00	.00	20,249.88
	TOTAL	.680000	140,024.69	.00	51,489.97	2,797.19-	188,717.47	27,198.92	.00	.00	218,713.58
2013	M & O	.605000	55,667.62	.00	26,320.93	.00	81,988.55	12,663.88	.00	.00	94,652.43
	I & S	.075000	6,901.03	.00	3,262.80	.00	10,163.83	.00	.00	.00	10,163.83
	TOTAL	.680000	62,568.65	.00	29,583.73	.00	92,152.38	12,663.88	.00	.00	104,816.26
2012	M & O	.602600	29,846.19	.00	17,429.05	.00	47,275.24	6,942.02	.00	.00	54,217.26
	I & S	.077400	3,833.54	.00	2,238.63	.00	6,072.17	.00	.00	.00	6,072.17
	TOTAL	.680000	33,679.73	.00	19,667.68	.00	53,347.41	6,942.02	.00	.00	60,289.43
2011	M & O	.602100	19,693.95	.00	14,599.49	.00	34,293.44	5,563.42	.00	.00	39,856.86
	I & S	.077900	2,548.02	.00	1,889.00	.00	4,437.02	.00	.00	.00	4,437.02
	TOTAL	.680000	22,241.97	.00	16,488.49	.00	38,730.46	5,563.42	.00	.00	44,293.88
2010	M & O	.601800	9,441.43	.00	8,694.28	.00	18,135.71	2,964.29	.00	.00	21,100.00
	I & S	.078200	1,226.96	.00	1,129.71	.00	2,356.67	.00	.00	.00	2,356.67
	TOTAL	.680000	10,668.39	.00	9,823.99	.00	20,492.38	2,964.29	.00	.00	23,456.67
2009	M & O	.601800	6,789.17	.00	7,729.30	.00	14,518.47	2,473.71	.00	.00	16,992.18
	I & S	.078200	882.24	.00	1,004.34	.00	1,886.58	.00	.00	.00	1,886.58
	TOTAL	.680000	7,671.41	.00	8,733.64	.00	16,405.05	2,473.71	.00	.00	18,878.76
2008	M & O	.602940	6,027.97	.00	6,145.47	.00	12,173.44	1,733.67	.00	.00	13,907.11
	I & S	.078910	788.97	.00	804.31	.00	1,593.28	.00	.00	.00	1,593.28
	TOTAL	.681850	6,816.94	.00	6,949.78	.00	13,766.72	1,733.67	.00	.00	15,500.39
2007	M & O	.596130	3,375.92	.00	3,702.10	.00	7,078.02	1,008.28	.00	.00	8,086.30
	I & S	.086990	492.59	.00	540.25	.00	1,032.84	.00	.00	.00	1,032.84
	TOTAL	.683120	3,868.51	.00	4,242.35	.00	8,110.86	1,008.28	.00	.00	9,119.14
2006	M & O	.593130	2,989.15	.00	3,570.69	.00	6,559.84	917.06	.00	.00	7,476.90
	I & S	.089990	453.52	.00	541.75	.00	995.27	.00	.00	.00	995.27
	TOTAL	.683120	3,442.67	.00	4,112.44	.00	7,555.11	917.06	.00	.00	8,472.17
2005	M & O	.593130	2,729.60	.00	3,689.73	.00	6,419.33	890.08	.00	.00	7,309.41
	I & S	.089990	414.16	.00	559.81	.00	973.97	.00	.00	.00	973.97
	TOTAL	.683120	3,143.76	.00	4,249.54	.00	7,393.30	890.08	.00	.00	8,283.38

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2004	M & O	.601650	3,716.41	.00	5,208.28	.00	8,924.69	1,142.08	.00	.00	10,066.77
	I & S	.081470	503.22	.00	705.22	.00	1,208.44	.00	.00	.00	1,208.44
	TOTAL	.683120	4,219.63	.00	5,913.50	.00	10,133.13	1,142.08	.00	.00	11,275.21
2003	M & O	.596220	1,645.57	.00	2,522.74	.00	4,168.31	570.78	.00	.00	4,739.09
	I & S	.086900	239.86	.00	367.67	.00	607.53	.00	.00	.00	607.53
	TOTAL	.683120	1,885.43	.00	2,890.41	.00	4,775.84	570.78	.00	.00	5,346.62
2002	M & O	.590210	1,064.47	.00	1,838.34	.00	2,902.81	451.83	.00	.00	3,354.64
	I & S	.099790	179.97	.00	310.81	.00	490.78	.00	.00	.00	490.78
	TOTAL	.690000	1,244.44	.00	2,149.15	.00	3,393.59	451.83	.00	.00	3,845.42
2001	M & O	.564720	1,415.50	.00	2,570.82	.00	3,986.32	570.64	.00	.00	4,556.96
	I & S	.097590	244.56	.00	444.27	.00	688.83	.00	.00	.00	688.83
	TOTAL	.662310	1,660.06	.00	3,015.09	.00	4,675.15	570.64	.00	.00	5,245.79
2000	M & O	.533960	1,200.36	.00	2,320.77	.00	3,521.13	543.57	.00	.00	4,064.70
	I & S	.108350	243.60	.00	470.89	.00	714.49	.00	.00	.00	714.49
	TOTAL	.642310	1,443.96	.00	2,791.66	.00	4,235.62	543.57	.00	.00	4,779.19
1999	M & O	.529360	966.03	.00	2,041.04	.00	3,007.07	511.03	.00	.00	3,518.10
	I & S	.112950	206.12	.00	435.51	.00	641.63	.00	.00	.00	641.63
	TOTAL	.642310	1,172.15	.00	2,476.55	.00	3,648.70	511.03	.00	.00	4,159.73
1998	M & O	.505610	656.22	.00	1,457.04	.00	2,113.26	358.36	.00	.00	2,471.62
	I & S	.124390	161.45	.00	358.47	.00	519.92	.00	.00	.00	519.92
	TOTAL	.630000	817.67	.00	1,815.51	.00	2,633.18	358.36	.00	.00	2,991.54
1997	M & O	.524810	527.18	.00	1,266.60	.00	1,793.78	301.55	.00	.00	2,095.33
	I & S	.075190	75.54	.00	181.46	.00	257.00	.00	.00	.00	257.00
	TOTAL	.600000	602.72	.00	1,448.06	.00	2,050.78	301.55	.00	.00	2,352.33
1996	M & O	.516090	298.86	.00	710.48	.00	1,009.34	149.88	.00	.00	1,159.22
	I & S	.083910	48.59	.00	115.50	.00	164.09	.00	.00	.00	164.09
	TOTAL	.600000	347.45	.00	825.98	.00	1,173.43	149.88	.00	.00	1,323.31
1995	M & O	.510030	254.09	.00	637.86	.00	891.95	139.68	.00	.00	1,031.63
	I & S	.089970	44.80	.00	112.52	.00	157.32	.00	.00	.00	157.32
	TOTAL	.600000	298.89	.00	750.38	.00	1,049.27	139.68	.00	.00	1,188.95
1994	M & O	.471740	209.57	.00	573.78	.00	783.35	138.88	.00	.00	922.23
	I & S	.098260	43.66	.00	119.51	.00	163.17	.00	.00	.00	163.17
	TOTAL	.570000	253.23	.00	693.29	.00	946.52	138.88	.00	.00	1,085.40
1993	M & O	.465440	186.37	.00	538.70	.00	725.07	130.20	.00	.00	855.27
	I & S	.104560	41.86	.00	121.02	.00	162.88	.00	.00	.00	162.88
	TOTAL	.570000	228.23	.00	659.72	.00	887.95	130.20	.00	.00	1,018.15

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1992	M & O	.447640	50.19	.00	139.72	.00	189.91	24.64	.00	.00	214.55
	I & S	.112360	12.59	.00	35.07	.00	47.66	.00	.00	.00	47.66
	TOTAL	.560000	62.78	.00	174.79	.00	237.57	24.64	.00	.00	262.21
1991	M & O	.464340	43.94	.00	129.40	.00	173.34	24.34	.00	.00	197.68
	I & S	.095660	9.05	.00	26.66	.00	35.71	.00	.00	.00	35.71
	TOTAL	.560000	52.99	.00	156.06	.00	209.05	24.34	.00	.00	233.39
ALL	M & O		15,387,431.76	.00	426,796.03	449,848.40-	15,364,379.39	170,743.09	.00	.00	15,984,970.88
ALL	I & S		1,901,185.68	.00	54,188.85	55,551.30-	1,899,823.23	.00	.00	.00	1,955,374.53
ALL	TOTAL		17,288,617.44	.00	480,984.88	505,399.70-	17,264,202.62	170,743.09	.00	.00	17,940,345.41
DLQ	M & O		561,979.64	.00	229,402.56	7,255.96-	784,126.24	123,721.14	.00	.00	915,103.34
DLQ	I & S		69,970.00	.00	29,806.39	883.05-	98,893.34	.00	.00	.00	99,776.39
DLQ	TOTAL		631,949.64	.00	259,208.95	8,139.01-	883,019.58	123,721.14	.00	.00	1,014,879.73
CURR	M & O		14,825,452.12	.00	197,393.47	442,592.44-	14,580,253.15	47,021.95	.00	.00	15,069,867.54
CURR	I & S		1,831,215.68	.00	24,382.46	54,668.25-	1,800,929.89	.00	.00	.00	1,855,598.14
CURR	TOTAL		16,656,667.80	.00	221,775.93	497,260.69-	16,381,183.04	47,021.95	.00	.00	16,925,465.68

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2016	M & O	.582100	9,124.18	.00	.00	.00	9,124.18	.00	.00	.00	9,124.18
	I & S	.071900	1,127.00	.00	.00	.00	1,127.00	.00	.00	.00	1,127.00
	TOTAL	.654000	10,251.18	.00	.00	.00	10,251.18	.00	.00	.00	10,251.18
2014	M & O	.608100	797.31	.00	.00	.00	797.31	.00	.00	.00	797.31
	I & S	.071900	94.27	.00	.00	.00	94.27	.00	.00	.00	94.27
	TOTAL	.680000	891.58	.00	.00	.00	891.58	.00	.00	.00	891.58
2013	M & O	.605000	850.68	.00	.93	.00	851.61	.00	.00	.00	851.61
	I & S	.075000	105.46	.00	.12	.00	105.58	.00	.00	.00	105.58
	TOTAL	.680000	956.14	.00	1.05	.00	957.19	.00	.00	.00	957.19
2012	M & O	.602600	6,357.87	.00	.00	.00	6,357.87	.00	.00	.00	6,357.87
	I & S	.077400	816.63	.00	.00	.00	816.63	.00	.00	.00	816.63
	TOTAL	.680000	7,174.50	.00	.00	.00	7,174.50	.00	.00	.00	7,174.50
2011	M & O	.602100	942.45	.00	.00	.00	942.45	.00	.00	.00	942.45
	I & S	.077900	121.94	.00	.00	.00	121.94	.00	.00	.00	121.94
	TOTAL	.680000	1,064.39	.00	.00	.00	1,064.39	.00	.00	.00	1,064.39
ALL	M & O		18,072.49	.00	.93	.00	18,073.42	.00	.00	.00	18,073.42
ALL	I & S		2,265.30	.00	.12	.00	2,265.42	.00	.00	.00	2,265.42
ALL	TOTAL		20,337.79	.00	1.05	.00	20,338.84	.00	.00	.00	20,338.84
DLQ	M & O		8,948.31	.00	.93	.00	8,949.24	.00	.00	.00	8,949.24
DLQ	I & S		1,138.30	.00	.12	.00	1,138.42	.00	.00	.00	1,138.42
DLQ	TOTAL		10,086.61	.00	1.05	.00	10,087.66	.00	.00	.00	10,087.66
CURR	M & O		9,124.18	.00	.00	.00	9,124.18	.00	.00	.00	9,124.18
CURR	I & S		1,127.00	.00	.00	.00	1,127.00	.00	.00	.00	1,127.00
CURR	TOTAL		10,251.18	.00	.00	.00	10,251.18	.00	.00	.00	10,251.18

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2016	M & O	.582100	14,834,576.30	.00	197,393.47	442,592.44-	14,589,377.33	47,021.95	.00	.00	15,078,991.72
	I & S	.071900	1,832,342.68	.00	24,382.46	54,668.25-	1,802,056.89	.00	.00	.00	1,856,725.14
	TOTAL	.654000	16,666,918.98	.00	221,775.93	497,260.69-	16,391,434.22	47,021.95	.00	.00	16,935,716.86
2015	M & O	.582100	287,964.81	.00	69,520.24	4,754.54-	352,730.51	56,308.35	.00	.00	413,793.40
	I & S	.071900	35,568.48	.00	8,586.95	587.28-	43,568.15	.00	.00	.00	44,155.43
	TOTAL	.654000	323,533.29	.00	78,107.19	5,341.82-	396,298.66	56,308.35	.00	.00	457,948.83
2014	M & O	.608100	126,016.38	.00	46,045.71	2,501.42-	169,560.67	27,198.92	.00	.00	199,261.01
	I & S	.071900	14,899.89	.00	5,444.26	295.77-	20,048.38	.00	.00	.00	20,344.15
	TOTAL	.680000	140,916.27	.00	51,489.97	2,797.19-	189,609.05	27,198.92	.00	.00	219,605.16
2013	M & O	.605000	56,518.30	.00	26,321.86	.00	82,840.16	12,663.88	.00	.00	95,504.04
	I & S	.075000	7,006.49	.00	3,262.92	.00	10,269.41	.00	.00	.00	10,269.41
	TOTAL	.680000	63,524.79	.00	29,584.78	.00	93,109.57	12,663.88	.00	.00	105,773.45
2012	M & O	.602600	36,204.06	.00	17,429.05	.00	53,633.11	6,942.02	.00	.00	60,575.13
	I & S	.077400	4,650.17	.00	2,238.63	.00	6,888.80	.00	.00	.00	6,888.80
	TOTAL	.680000	40,854.23	.00	19,667.68	.00	60,521.91	6,942.02	.00	.00	67,463.93
2011	M & O	.602100	20,636.40	.00	14,599.49	.00	35,235.89	5,563.42	.00	.00	40,799.31
	I & S	.077900	2,669.96	.00	1,889.00	.00	4,558.96	.00	.00	.00	4,558.96
	TOTAL	.680000	23,306.36	.00	16,488.49	.00	39,794.85	5,563.42	.00	.00	45,358.27
2010	M & O	.601800	9,441.43	.00	8,694.28	.00	18,135.71	2,964.29	.00	.00	21,100.00
	I & S	.078200	1,226.96	.00	1,129.71	.00	2,356.67	.00	.00	.00	2,356.67
	TOTAL	.680000	10,668.39	.00	9,823.99	.00	20,492.38	2,964.29	.00	.00	23,456.67
2009	M & O	.601800	6,789.17	.00	7,729.30	.00	14,518.47	2,473.71	.00	.00	16,992.18
	I & S	.078200	882.24	.00	1,004.34	.00	1,886.58	.00	.00	.00	1,886.58
	TOTAL	.680000	7,671.41	.00	8,733.64	.00	16,405.05	2,473.71	.00	.00	18,878.76
2008	M & O	.602940	6,027.97	.00	6,145.47	.00	12,173.44	1,733.67	.00	.00	13,907.11
	I & S	.078910	788.97	.00	804.31	.00	1,593.28	.00	.00	.00	1,593.28
	TOTAL	.681850	6,816.94	.00	6,949.78	.00	13,766.72	1,733.67	.00	.00	15,500.39
2007	M & O	.596130	3,375.92	.00	3,702.10	.00	7,078.02	1,008.28	.00	.00	8,086.30
	I & S	.086990	492.59	.00	540.25	.00	1,032.84	.00	.00	.00	1,032.84
	TOTAL	.683120	3,868.51	.00	4,242.35	.00	8,110.86	1,008.28	.00	.00	9,119.14
2006	M & O	.593130	2,989.15	.00	3,570.69	.00	6,559.84	917.06	.00	.00	7,476.90
	I & S	.089990	453.52	.00	541.75	.00	995.27	.00	.00	.00	995.27
	TOTAL	.683120	3,442.67	.00	4,112.44	.00	7,555.11	917.06	.00	.00	8,472.17
2005	M & O	.593130	2,729.60	.00	3,689.73	.00	6,419.33	890.08	.00	.00	7,309.41
	I & S	.089990	414.16	.00	559.81	.00	973.97	.00	.00	.00	973.97
	TOTAL	.683120	3,143.76	.00	4,249.54	.00	7,393.30	890.08	.00	.00	8,283.38

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2004	M & O	.601650	3,716.41	.00	5,208.28	.00	8,924.69	1,142.08	.00	.00	10,066.77
	I & S	.081470	503.22	.00	705.22	.00	1,208.44	.00	.00	.00	1,208.44
	TOTAL	.683120	4,219.63	.00	5,913.50	.00	10,133.13	1,142.08	.00	.00	11,275.21
2003	M & O	.596220	1,645.57	.00	2,522.74	.00	4,168.31	570.78	.00	.00	4,739.09
	I & S	.086900	239.86	.00	367.67	.00	607.53	.00	.00	.00	607.53
	TOTAL	.683120	1,885.43	.00	2,890.41	.00	4,775.84	570.78	.00	.00	5,346.62
2002	M & O	.590210	1,064.47	.00	1,838.34	.00	2,902.81	451.83	.00	.00	3,354.64
	I & S	.099790	179.97	.00	310.81	.00	490.78	.00	.00	.00	490.78
	TOTAL	.690000	1,244.44	.00	2,149.15	.00	3,393.59	451.83	.00	.00	3,845.42
2001	M & O	.564720	1,415.50	.00	2,570.82	.00	3,986.32	570.64	.00	.00	4,556.96
	I & S	.097590	244.56	.00	444.27	.00	688.83	.00	.00	.00	688.83
	TOTAL	.662310	1,660.06	.00	3,015.09	.00	4,675.15	570.64	.00	.00	5,245.79
2000	M & O	.533960	1,200.36	.00	2,320.77	.00	3,521.13	543.57	.00	.00	4,064.70
	I & S	.108350	243.60	.00	470.89	.00	714.49	.00	.00	.00	714.49
	TOTAL	.642310	1,443.96	.00	2,791.66	.00	4,235.62	543.57	.00	.00	4,779.19
1999	M & O	.529360	966.03	.00	2,041.04	.00	3,007.07	511.03	.00	.00	3,518.10
	I & S	.112950	206.12	.00	435.51	.00	641.63	.00	.00	.00	641.63
	TOTAL	.642310	1,172.15	.00	2,476.55	.00	3,648.70	511.03	.00	.00	4,159.73
1998	M & O	.505610	656.22	.00	1,457.04	.00	2,113.26	358.36	.00	.00	2,471.62
	I & S	.124390	161.45	.00	358.47	.00	519.92	.00	.00	.00	519.92
	TOTAL	.630000	817.67	.00	1,815.51	.00	2,633.18	358.36	.00	.00	2,991.54
1997	M & O	.524810	527.18	.00	1,266.60	.00	1,793.78	301.55	.00	.00	2,095.33
	I & S	.075190	75.54	.00	181.46	.00	257.00	.00	.00	.00	257.00
	TOTAL	.600000	602.72	.00	1,448.06	.00	2,050.78	301.55	.00	.00	2,352.33
1996	M & O	.516090	298.86	.00	710.48	.00	1,009.34	149.88	.00	.00	1,159.22
	I & S	.083910	48.59	.00	115.50	.00	164.09	.00	.00	.00	164.09
	TOTAL	.600000	347.45	.00	825.98	.00	1,173.43	149.88	.00	.00	1,323.31
1995	M & O	.510030	254.09	.00	637.86	.00	891.95	139.68	.00	.00	1,031.63
	I & S	.089970	44.80	.00	112.52	.00	157.32	.00	.00	.00	157.32
	TOTAL	.600000	298.89	.00	750.38	.00	1,049.27	139.68	.00	.00	1,188.95
1994	M & O	.471740	209.57	.00	573.78	.00	783.35	138.88	.00	.00	922.23
	I & S	.098260	43.66	.00	119.51	.00	163.17	.00	.00	.00	163.17
	TOTAL	.570000	253.23	.00	693.29	.00	946.52	138.88	.00	.00	1,085.40
1993	M & O	.465440	186.37	.00	538.70	.00	725.07	130.20	.00	.00	855.27
	I & S	.104560	41.86	.00	121.02	.00	162.88	.00	.00	.00	162.88
	TOTAL	.570000	228.23	.00	659.72	.00	887.95	130.20	.00	.00	1,018.15

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1992	M & O	.447640	50.19	.00	139.72	.00	189.91	24.64	.00	.00	214.55
	I & S	.112360	12.59	.00	35.07	.00	47.66	.00	.00	.00	47.66
	TOTAL	.560000	62.78	.00	174.79	.00	237.57	24.64	.00	.00	262.21
1991	M & O	.464340	43.94	.00	129.40	.00	173.34	24.34	.00	.00	197.68
	I & S	.095660	9.05	.00	26.66	.00	35.71	.00	.00	.00	35.71
	TOTAL	.560000	52.99	.00	156.06	.00	209.05	24.34	.00	.00	233.39
ALL	M & O		15,405,504.25	.00	426,796.96	449,848.40-	15,382,452.81	170,743.09	.00	.00	16,003,044.30
ALL	I & S		1,903,450.98	.00	54,188.97	55,551.30-	1,902,088.65	.00	.00	.00	1,957,639.95
ALL	TOTAL		17,308,955.23	.00	480,985.93	505,399.70-	17,284,541.46	170,743.09	.00	.00	17,960,684.25
DLQ	M & O		570,927.95	.00	229,403.49	7,255.96-	793,075.48	123,721.14	.00	.00	924,052.58
DLQ	I & S		71,108.30	.00	29,806.51	883.05-	100,031.76	.00	.00	.00	100,914.81
DLQ	TOTAL		642,036.25	.00	259,210.00	8,139.01-	893,107.24	123,721.14	.00	.00	1,024,967.39
CURR	M & O		14,834,576.30	.00	197,393.47	442,592.44-	14,589,377.33	47,021.95	.00	.00	15,078,991.72
CURR	I & S		1,832,342.68	.00	24,382.46	54,668.25-	1,802,056.89	.00	.00	.00	1,856,725.14
CURR	TOTAL		16,666,918.98	.00	221,775.93	497,260.69-	16,391,434.22	47,021.95	.00	.00	16,935,716.86

FISCAL START: 10/01/2016 END: 09/30/2017 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	2,691,310,316	14,297,012-	2,677,013,304	00.654000	17,361,614.33	25,920

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2016	17,456,073.76	94,459.43-	94,459.43-	16,656,667.80	16,656,667.80	704,946.53	95.94	515.87-
2015	726,284.55	2,165.25-	2,165.25-	323,533.29	323,533.29	400,586.01	44.68	1,048.96-
2014	376,169.23	2,642.32-	2,642.32-	140,024.69	140,024.69	233,502.22	37.49	1,014.25-
2013	225,111.10	1,583.61-	1,583.61-	62,568.65	62,568.65	160,958.84	27.99	977.53-
2012	183,100.35	23,222.99-	23,222.99-	33,679.73	33,679.73	126,197.63	21.07	909.53-
2011	134,796.56	3,233.00-	3,233.00-	22,241.97	22,241.97	109,321.59	16.91	968.04-
2010	117,766.50	3,124.49-	3,124.49-	10,668.39	10,668.39	103,973.62	9.31	834.39-
2009	107,878.67	2,732.54-	2,732.54-	7,671.41	7,671.41	97,474.72	7.30	442.44-
2008	84,349.23	941.60-	941.60-	6,816.94	6,816.94	76,590.69	8.17	393.88-
2007	70,608.39	776.42-	776.42-	3,868.51	3,868.51	65,963.46	5.54	776.42-
2006	67,025.05	706.22-	706.22-	3,442.67	3,442.67	62,876.16	5.19	706.22-
2005	60,054.39	374.73-	374.73-	3,143.76	3,143.76	56,535.90	5.27	374.73-
2004	59,412.07	291.20-	291.20-	4,219.63	4,219.63	54,901.24	7.14	291.20-
2003	46,290.10	231.22-	231.22-	1,885.43	1,885.43	44,173.45	4.09	231.22-
2002	39,025.42	222.92-	222.92-	1,244.44	1,244.44	37,558.06	3.21	222.92-
2001	29,840.39	51.95-	51.95-	1,660.06	1,660.06	28,128.38	5.57	51.95-
2000	27,278.94	1,079.88-	1,079.88-	1,443.96	1,443.96	24,755.10	5.51	255.15-
1999	21,334.21	745.96-	745.96-	1,172.15	1,172.15	19,416.10	5.69	251.12-
1998	16,502.72	731.66-	731.66-	817.67	817.67	14,953.39	5.18	246.31-
1997	15,674.71	682.99-	682.99-	602.72	602.72	14,389.00	4.02	220.75-
1996	14,041.28	1,738.54-	1,738.54-	347.45	347.45	11,955.29	2.82	67.05-
1995	49,071.04	106.84-	106.84-	896.12	896.12	48,068.08	1.83	0.00
****	19,927,688.66	141,845.76-	141,845.76-	17,288,617.44	17,288,617.44	2,497,225.46		10,799.93-

FISCAL START: 10/01/2016 END: 09/30/2017 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	00.654000	24,012.25	1

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2016	0.00	24,012.25	24,012.25	10,251.18	10,251.18	13,761.07	42.69	0.00
2015	0.00	14,380.34	14,380.34	0.00	0.00	14,380.34		0.00
2014	891.58	15,905.87	15,905.87	891.58	891.58	15,905.87	5.31	0.00
2013	956.14	17,678.68	17,678.68	956.14	956.14	17,678.68	5.13	0.00
2012	1,006.64	24,845.87	24,845.87	7,174.50	7,174.50	18,678.01	27.75	0.00
2011	1,064.39	.00	0.00	1,064.39	1,064.39	0.00		0.00
****	3,918.75	96,823.01	96,823.01	20,337.79	20,337.79	80,403.97		0.00

FISCAL START: 10/01/2016 END: 09/30/2017 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	2,691,310,316	14,297,012-	2,677,013,304	00.654000	17,385,626.58	25,921

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2016	17,456,073.76	70,447.18-	70,447.18-	16,666,918.98	16,666,918.98	718,707.60	95.87	515.87-
2015	726,284.55	12,215.09	12,215.09	323,533.29	323,533.29	414,966.35	43.81	1,048.96-
2014	377,060.81	13,263.55	13,263.55	140,916.27	140,916.27	249,408.09	36.10	1,014.25-
2013	226,067.24	16,095.07	16,095.07	63,524.79	63,524.79	178,637.52	26.23	977.53-
2012	184,106.99	1,622.88	1,622.88	40,854.23	40,854.23	144,875.64	22.00	909.53-
2011	135,860.95	3,233.00-	3,233.00-	23,306.36	23,306.36	109,321.59	17.57	968.04-
2010	117,766.50	3,124.49-	3,124.49-	10,668.39	10,668.39	103,973.62	9.31	834.39-
2009	107,878.67	2,732.54-	2,732.54-	7,671.41	7,671.41	97,474.72	7.30	442.44-
2008	84,349.23	941.60-	941.60-	6,816.94	6,816.94	76,590.69	8.17	393.88-
2007	70,608.39	776.42-	776.42-	3,868.51	3,868.51	65,963.46	5.54	776.42-
2006	67,025.05	706.22-	706.22-	3,442.67	3,442.67	62,876.16	5.19	706.22-
2005	60,054.39	374.73-	374.73-	3,143.76	3,143.76	56,535.90	5.27	374.73-
2004	59,412.07	291.20-	291.20-	4,219.63	4,219.63	54,901.24	7.14	291.20-
2003	46,290.10	231.22-	231.22-	1,885.43	1,885.43	44,173.45	4.09	231.22-
2002	39,025.42	222.92-	222.92-	1,244.44	1,244.44	37,558.06	3.21	222.92-
2001	29,840.39	51.95-	51.95-	1,660.06	1,660.06	28,128.38	5.57	51.95-
2000	27,278.94	1,079.88-	1,079.88-	1,443.96	1,443.96	24,755.10	5.51	255.15-
1999	21,334.21	745.96-	745.96-	1,172.15	1,172.15	19,416.10	5.69	251.12-
1998	16,502.72	731.66-	731.66-	817.67	817.67	14,953.39	5.18	246.31-
1997	15,674.71	682.99-	682.99-	602.72	602.72	14,389.00	4.02	220.75-
1996	14,041.28	1,738.54-	1,738.54-	347.45	347.45	11,955.29	2.82	67.05-
1995	49,071.04	106.84-	106.84-	896.12	896.12	48,068.08	1.83	0.00
****	19,931,607.41	45,022.75-	45,022.75-	17,308,955.23	17,308,955.23	2,577,629.43		10,799.93-

ACCOUNT	YEAR	DEPOSIT	LEVY COLLECTED	RENDITION PENALTY	P & I COLLECTED	RENDITION P & I	RENDITION DISCOUNT	APPRAISAL COMMISSION	DISBURSEMENT AMOUNT
CURR FOR 0033 CITY OF PHARR			2,244.55	300.71	449.23	61.73	0.00	18.12	2,675.66
BY COUNTY 108			2,244.55	300.71	449.23	61.73	0.00	18.12	2,675.66
DELQ FOR 0033 CITY OF PHARR			279.07	69.24	258.01	54.34	0.00	6.19	530.89
BY COUNTY 108			279.07	69.24	258.01	54.34	0.00	6.19	530.89
TOTAL FOR 0033 CITY OF PHARR			2,523.62	369.95	707.24	116.07	0.00	24.31	3,206.55
BY COUNTY 108			2,523.62	369.95	707.24	116.07	0.00	24.31	3,206.55
CURR FOR 0034 CITY OF PENITAS			108.99-	121.01-	21.80-	0.00	0.00	6.05-	124.74-
BY COUNTY 108			108.99-	121.01-	21.80-	0.00	0.00	6.05-	124.74-
DELQ FOR 0034 CITY OF PENITAS			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0034 CITY OF PENITAS			108.99-	121.01-	21.80-	0.00	0.00	6.05-	124.74-
BY COUNTY 108			108.99-	121.01-	21.80-	0.00	0.00	6.05-	124.74-
CURR FOR 0037 CITY OF SAN JUAN			950.32	411.68	190.06	82.34	0.00	24.70	1,115.68
BY COUNTY 108			950.32	411.68	190.06	82.34	0.00	24.70	1,115.68
DELQ FOR 0037 CITY OF SAN JUAN			5.51	2.20-	1.76	0.00	0.00	0.11-	7.38
BY COUNTY 108			5.51	2.20-	1.76	0.00	0.00	0.11-	7.38
TOTAL FOR 0037 CITY OF SAN JUAN			955.83	409.48	191.82	82.34	0.00	24.59	1,123.06
BY COUNTY 108			955.83	409.48	191.82	82.34	0.00	24.59	1,123.06
CURR FOR 0040 CITY OF WESLACO			135.80	12.35	27.16	2.47	0.00	0.74	162.22
BY COUNTY 108			135.80	12.35	27.16	2.47	0.00	0.74	162.22
DELQ FOR 0040 CITY OF WESLACO			350.97	31.91	126.64	11.52	0.00	2.18	475.43
BY COUNTY 108			350.97	31.91	126.64	11.52	0.00	2.18	475.43
TOTAL FOR 0040 CITY OF WESLACO			486.77	44.26	153.80	13.99	0.00	2.92	637.65
BY COUNTY 108			486.77	44.26	153.80	13.99	0.00	2.92	637.65
CURR FOR 0041 EDINBURG CISD			1,656.86	235.23	292.74	38.41	0.00	13.69	1,935.91
BY COUNTY 108			1,656.86	235.23	292.74	38.41	0.00	13.69	1,935.91
DELQ FOR 0041 EDINBURG CISD			714.04	148.78	273.75	53.29	0.00	10.10	977.69
BY COUNTY 108			714.04	148.78	273.75	53.29	0.00	10.10	977.69
TOTAL FOR 0041 EDINBURG CISD			2,370.90	384.01	566.49	91.70	0.00	23.79	2,913.60
BY COUNTY 108			2,370.90	384.01	566.49	91.70	0.00	23.79	2,913.60
CURR FOR 0042 EDCOUCH-ELSA ISD			446.53	49.22	89.31	9.84	0.00	2.95	532.89
BY COUNTY 108			446.53	49.22	89.31	9.84	0.00	2.95	532.89
DELQ FOR 0042 EDCOUCH-ELSA ISD			948.89	109.28	561.43	61.17	0.00	8.52	1,501.80
BY COUNTY 108			948.89	109.28	561.43	61.17	0.00	8.52	1,501.80
TOTAL FOR 0042 EDCOUCH-ELSA ISD			1,395.42	158.50	650.74	71.01	0.00	11.47	2,034.69
BY COUNTY 108			1,395.42	158.50	650.74	71.01	0.00	11.47	2,034.69
CURR FOR 0043 PHARR,SAN JUAN,ALAMO ISD			7,236.16	1,496.14	1,447.93	302.60	0.00	89.95	8,594.14
BY COUNTY 108			7,236.16	1,496.14	1,447.93	302.60	0.00	89.95	8,594.14
DELQ FOR 0043 PHARR,SAN JUAN,ALAMO ISD			1,029.42	199.83	645.72	126.94	0.00	16.34	1,658.80
BY COUNTY 108			1,029.42	199.83	645.72	126.94	0.00	16.34	1,658.80
TOTAL FOR 0043 PHARR,SAN JUAN,ALAMO ISD			8,265.58	1,695.97	2,093.65	429.54	0.00	106.29	10,252.94
BY COUNTY 108			8,265.58	1,695.97	2,093.65	429.54	0.00	106.29	10,252.94

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.C.
DATE SUBMITTED: October 9, 2017
MEETING DATE: October 16, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: City Events of Interest.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza Created/Initiated - 10/09/2017

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.A.
DATE SUBMITTED: October 9, 2017
MEETING DATE: October 16, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Approval of minutes for October 2, 2017 Regular Called Meeting.

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason:

Issue: Minutes for City Commission meeting on Monday, October 2, 2017.

Financial Consideration: N/A

Staff Recommendation: Approve as submitted.

Alternatives: N/A

ROUTING:

Hilda Pedraza	Created/Initiated - 10/09/2017
City Management Office	Final Approval - 10/12/2017

MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, OCTOBER 2, 2017
118 SOUTH CAGE 2nd FLOOR

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, October 2, 2017 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez (arrived at 5:22 pm)
Comm. Eleazar Guajardo
Comm. Roberto "Bobby" Carrillo
Comm. Ramiro Caballero
Comm. Mario Bracamontes
Comm. Daniel Chavez (arrived at 5:07 pm)
Comm. Ricardo Medina

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Juan G. Guerra, City Manager
Edward Wylie, Deputy City Manager
Hilda Pedraza, City Clerk
Imelda Barrera, Asst. City Clerk
Omar Anzaldua, City Engineer
Karla Moya, Finance Director
Anali Alanis, HR Director
Rodolfo Martinez, Municipal Court Judge
Jose Luengo, Police
Leonardo Perez, Fire Chief
Melanie Cano, Dev. Services Director
Rick Pedraza, Public Works Director
Jose Villescas, Public Utilities Director
Roel Garza, Asst. Parks & Rec. Director
Raul Garza, CDBG Director
Rick Castro, Interim I.T. Director
Adolfo Garcia, Library Director
Luis Bazan, Bridge Director

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

Mayor Pro Tem Carrillo called the meeting to order at 5:00 p.m. Roll call established a quorum.

A) ROLL CALL AND POSSIBLE ACTION ON THE EXCUSING OF ANY ABSENT MEMBER OF THE GOVERNING BODY

DRAFT

Mayor Hernandez and Comm. Chavez were not present at the time of roll call but arrived at 5:22 p.m. and 5:07 p.m. respectively.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Juan G. Guerra, City Manager, led in the pledge of allegiance and Luis Bazan, Bridge Director, said the invocation.

At this time, Mayor Pro Tem Carrillo asked for a moment of silence for the victims of the Las Vegas shooting.

Comm. Chavez arrived at this time being 5:07 p.m.

ITEM 2. PUBLIC COMMENTS/PUBLIC HEARINGS

A) PUBLIC COMMENTS

Kenneth Fletcher complained about noise from Costco and stated six trucks were parked in the fire lanes, which was against code. Mr. Fletcher stated this year's Rio Reforestation event would take place on October 14, 2017 at the La Sal Del Rey tract of the Lower Rio Grande Valley National Wildlife Refuge. He also spoke about agenda item 4.M.1 Top Golf and requested no lights shining and a traffic analysis be done. He also spoke about agenda item 4.M.2 Rio Grande Valley College and stated the sign was too bright but it has been corrected.

Keith Hackland with the South Texas Nature and stated their mission was to enhance the individual nature tourism marketing efforts of South Texas' communities, and to increase awareness that South Texas was the premier destination in the United States for birding and nature. He asked that the City of Pharr collaborate with South Texas Nature to reach this accomplishment.

B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

None.

C) PUBLIC HEARING: SOLICITATION OF COMMENTS ON THE FY 2017 LOCAL EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROJECT AWARD FOR $17,842.00 FOR THE PURCHASE OF A DIGITAL INTERVIEW AND CUSTODIAL RECORDING SYSTEM (POLICE)

Kenneth Fletcher stated he was in favor of the grant and requested that the police chief instruct the police officers not to play loud radio. He also stated COBAN body cameras in the police units were useful information for reports.

ITEM 3. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT

Juan G. Guerra, City Manager, introduced the City Engineer report and stated Omar Anzaldua, City Engineer, was available for any questions.

B) ABA KICKSTANDS FOR KIDS PRESENTATION

Juan G. Guerra, City Manager, introduced item.

Andrew Cannon, Chapter President, and his team thanked the Mayor, City Commissioners, and Comm. Bracamontes for their support and generous contribution at their annual Kickstands for Kids event on Friday, September 8, 2017 at Carmen Anaya Elementary school. He stated over 400 students received backpacks full of schools supplies.

Mr. Cannon further stated remaining funds would be used for Christmas donations to PSJA Head Start students on December 9, 2017.

C) CITY EVENTS OF INTEREST (ADMINISTRATION)

Juan G. Guerra, City Manager, reported Pharr Economic Development Corporation would be hosting the Manufacturing Day Celebration Mixer on Thursday, October 5, 2017 at 6:00 p.m. at 1215 S. Cage Blvd., in Pharr. He stated several representatives from the maquiladora industry would be present, including local businesses.

Juan G. Guerra, City Manager, also reported Pharr Economic Development Corporation would be hosting Gold's Gym 5 Year Anniversary on Tuesday, October 10, 2017 at 3:30 p.m. at 1317 S. Jackson Road, in Pharr. A Ribbon Cutting for Blue Wave Carwash would take place on Thursday, October 12, 2017 at 10:00 a.m. at 1231 S. Jackson Road, in Pharr. The carwash facility promotes ecofriendly-washing techniques, and they chose to build in Pharr because of the rapid economic growth.

Juan G. Guerra, City Manager, invited the public to attend the 16th annual Fire Fest event to take place on Saturday, October 14, 2017 from 5:00 p.m. to 11:00 p.m. at the Boggus Ford Events Center. He stated there would be live music, fun, and games for the whole family.

Juan G. Guerra, City Manager, further reported the Pharr Memorial Library would be having their haunted house on October 26-27, 2017 and Parks & Recreation would be having their Day of Play at Lore Garcia Park on October 21, 2017 and Movies at the Park on October 28, 2017 at Dr. Long Park.

Lastly, Juan G. Guerra, City Manager, reported Pharr would be celebrating the start of Produce Season on Tuesday, October 10, 2017 at 10:00 a.m. at the Pharr International Bridge. He stated the bridge was the number one port of entry in the United States for fresh fruits and vegetables.

ITEM 4. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR SEPTEMBER 18, 2017 REGULAR CALLED MEETING (ADMINISTRATION)

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY OF PHARR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE TEXAS OF PUBLIC SAFETY, THE TEXAS DIVISION OF EMERGENCY MANAGEMENT AND STATE OPERATIONS, TEXAS EMERGENCY MANAGEMENT ASSISTANCE TEAM (TEMAT) (FIRE)

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ENTERING INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR CLOSURE OF U.S. 281 (CAGE BLVD.) FROM POLK AVE. TO RIDGE ROAD FOR THE ANNUAL VETERAN'S DAY PARADE ON SATURDAY, NOVEMBER 11, 2017 (PUBLIC WORKS)

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION TO ENTER INTO AN INTERLOCAL AGREEMENT AND ACCEPT GRANT AWARD FROM THE AUTO BURGLARY AND THEFT PREVENTION AUTHORITY (POLICE)

F) CONSIDERATION, IF ANY, ON PURCHASE OF FURNITURE FOR THE SOUTH PHARR DEVELOPMENT AND RESEARCH CENTER (LIBRARY)

G) CONSIDERATION AND ACTION, IF ANY, ON APPROVAL OF THE FINAL REGIONAL ASSESSMENT OF FAIR HOUSING PLAN. (GMCD)

H) CONSIDERATION AND ACTION, IF ANY, ON 2018 NATIONAL CUSTOMS BROKERS & FORWARDERS ASSOCIATION OF AMERICA MEMBERSHIP DIRECTORY FOR $2,599 (BRIDGE)

I) CONSIDERATION AND ACTION, IF ANY, ON 2017 NASCO CONTINENTAL REUNION SPONSORSHIP FOR $3,500 (BRIDGE)

J) CONSIDERATION AND ACTION, IF ANY, ON CENA DE GALA DEL PRIMER CONGRESO MUNDIAL DE PRODUCTORES Y EXPORTADORES DE MANGO SPONSORSHIP FOR $3,400 (BRIDGE)

K) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM ST. JUDE CATHOLIC CHURCH FOR PARTIAL STREET CLOSURE OF SOUTH IRONWOOD, EAST KELLY AVE., SOUTH VETERANS RD. AND WEST SAM HOUSTON AVE. FOR THEIR CHURCH WALK ON FRIDAY, OCTOBER 13, 2017 FROM 5:30 P.M. TO 7:30 P.M. (ADMINISTRATION)

L) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM HIDALGO COUNTY HEAD START PROGRAM FOR THE USAGE OF ALL RENTAL FACILITY HALLS AT THE JOSE "PEPE" SALINAS MEMORIAL CIVIC ON APRIL 15-19, 2018 (PARKS)

M) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:

1. TOPGOLF USA PHARR, LLC., REQUESTED A CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C).THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 1.27 ACRE TRACT OF LAND, MORE OR LESS OUT OF LOT 3, PHARR CITRUS ORCHARD CO. SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 1900 BLOCK OF WEST INTERSTATE HIGHWAY 2.

2. RIO GRANDE VALLEY COLLEGE REQUESTED A LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW AN INSTITUTIONAL USE (SCHOOL) IN A LIMITED INDUSTRIAL DISTRICT (L-I).THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 12.474 ACRE TRACT OF LAND OUT OF LOT 85, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 5400 BLOCK OF NORTH IH69C.

N) PLATS:

1. MELDEN & HUNT, INC., REPRESENTING VICTOR PEREZ, EXECUTIVE DIRECTOR FOR PHARR ECONOMIC DEVELOPMENT CORP. II, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED TOPGOLF PHARR SUBDIVISION.THE PROPERTY IS LEGALLY DESCRIBED AS BEING 15.420 ACRES OUT OF LOTS 2 AND 3, PHARR CITRUS ORCHARD CO., ALL OF LOTS 2-6 MCALLEN-PHARR STORAGE RENTALS SUBDIVISION, ALL OF LOT 1, PHARR NURSING HOME SUBDIVISION, ALL OF LOTS 4-5, PHARR COMMERCIAL PARK SUBDIVISION PHASE II, AND ALL OF LOT 3A, RE-PLAT OF PHARR COMMERCIAL PARK SUBDIVISION PHASE II, PHARR, HIDALGO COUNTY, TEXAS.THE PROPERTY IS LOCATED WITHIN THE 1900 BLOCK OF WEST INTERSTATE 2.

Juan G. Guerra, City Manager, introduced the items and recommended approval of the consent agenda.

Comm. Medina **moved** to approve as recommended. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

Resolutions No. R-2017-68, R-2017-69, and R-2017-70 are filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 5. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2006-47, STANDARDS MANUAL: CONSTRUCTION AND DEVELOPMENT GUIDE (DEVELOPMENT SERVICES)

Juan G. Guerra, City Manager, introduced the item and recommended approval.

Comm. Medina **moved** to approve as recommended. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

Ordinance No. O-2017-43 is filed with the City Clerk's Office.

ITEM 6. ADMINISTRATIVE

A) PRESENTATION OF ANNUAL FINANCIAL BUDGET FOR FISCAL YEAR 2017-2018 (FINANCE)

Juan G. Guerra, City Manager, introduced the item and stated the budget document was adopted on September 18, 2017. He stated Karla Moya, Finance Director, was in the audience for any questions.

B) CONSIDERATION AND ACTION, IF ANY, AWARDING PROPOSAL FOR GOLF CART LEASE AGREEMENT (RFP NO. 1617-75-510-0040) (PARKS)

Juan G. Guerra, City Manager, introduced the item and stated staff recommended the low bid of $76.50 per cart from Yamaha Golf-Car Company.

Comm. Medina **moved** to award the bid to Yamaha Golf-Car Company. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

C) QUINTANILLA HEADLEY & ASSOCIATES INC., REPRESENTING ESPONJAS DEVELOPMENT, LTD., CRUZ CANTU III, PRESIDENT, IS REQUESTING PRELIMINARY AND FINAL PLAT APPROVAL OF THE PROPOSED AMENDED TROPIC STAR ESTATES SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 1.748-ACRE TRACT OF LAND OUT OF THE SOUTH 574.00 FEET OF LOT 1, TROPIC STAR ESTATES SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 100 BLOCK OF EAST TROPIC STAR ROAD

Juan G. Guerra, City Manager, introduced the item.

Comm. Medina **moved** to approve. Comm. Bracamontes seconded the motion and when put to a vote, it carried unanimously.

ITEM 7. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE PORT OF BROWNSVILLE (BRIDGE)

Juan G. Guerra, City Manager, introduced the item and recommended approval.

Comm. Guajardo **moved** to approve. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

B) CONSIDERATION AND ACTION, IF ANY, ON CONTRACT ADDENDUM WITH KM INTERNATIONAL LLC. (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and recommended approval.

Comm. Medina **moved** to approve. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

C) CONSIDERATION AND ACTION, IF ANY, ON RATIFICATION OF IT AUDIT CONTRACT (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and briefly stated the contract was with Tareq Allan for $1,500. He further recommended approval.

Comm. Guajardo **moved** to approve. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE CONTRACT WITH SNG CIVIL ENGINEERS, LLC (SNG) TO UPDATE CITY OF PHARR WATER AND WASTEWATER MASTER PLAN (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and stated the contract amount was $274,000. He further recommended approval.

Comm. Bracamontes **moved** to approve. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

At this time, Juan G. Guerra, City Manager, stated they would deviate from the agenda and go into closed session. There was no objection.

ITEM 9. CLOSED SESSION

CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA. IN ACCORDANCE WITH THE FOLLOWING BELOW

The time being 5:22 p.m., Mayor Pro Tem Carrillo stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

Mayor Hernandez arrived at this time being 5:22 p.m.

ITEM 10. RECONVENE

The time being 6:10 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 6. ADMINISTRATIVE

D) CONSIDERATION AND ACTION, IF ANY, TO CONFIRM THE CITY MANAGER'S APPOINTMENT OF A DEPARTMENT HEAD FOR THE POLICE DEPARTMENT (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and stated staff recommended the appointment of Lieutenant Jose Luengo as Chief.

Comm. Guajardo **moved** to appoint Jose Luengo. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

ITEM 7. CONTRACTS/AGREEMENTS

E) CONSIDERATION AND ACTION, IF ANY, ON 380 COMPREHENSIVE AGREEMENT WITH NOVUS POLARIS (PEDC II)

Juan G. Guerra, City Manager, introduced the item and recommended approval as discussed in closed session.

Comm. Medina **moved** to approve. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

F) CONSIDERATION AND ACTION, IF ANY, ON PROFESSIONAL SERVICE AGREEMENT AND LOBBYING SERVICES FOR PROJECT VERDE (BRIDGE)

Juan G. Guerra, City Manager, introduced the item and recommended approval as discussed in closed session.

Comm. Caballero **moved** to approve. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

ITEM 8. LEGAL

A) CONSULTATION WITH LEGAL COUNSEL ON APPOINTMENT OF A DEPARTMENT HEAD FOR THE POLICE DEPARTMENT UNDER 551.071 (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and stated no action was needed.

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Medina **moved** to adjourn. Comm. Caballero seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 6:11 p.m.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 2nd DAY OF OCTOBER 2017 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

APPROVED:

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.B.
DATE SUBMITTED: October 10, 2017
MEETING DATE: October 16, 2017

FROM: Ruben Alfaro, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for bids for the Single Machine Repaving Project Year 3.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason:

Issue:

This request is to advertise for bids for year 3 of the single machine repaving project.

Financial Consideration: Estimated total construction cost for Year 3 is approximately $3,000,000.00.

Staff Recommendation: Staff recommends approval of authorization to advertise a solicitation for formal bids for the Year 3 of the Single Machine Repaving Project.

Alternatives: None

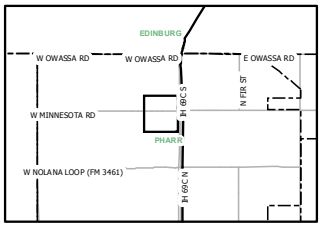
ROUTING:

Ruben Alfaro	Created/Initiated - 10/10/2017
Omar Anzaldua	Approved - 10/10/2017
Karla Moya	Approved - 10/10/2017
City Management Office	Final Approval - 10/11/2017

City of Pharr

Year 3 Repaving Map 1

Proposed Repaving



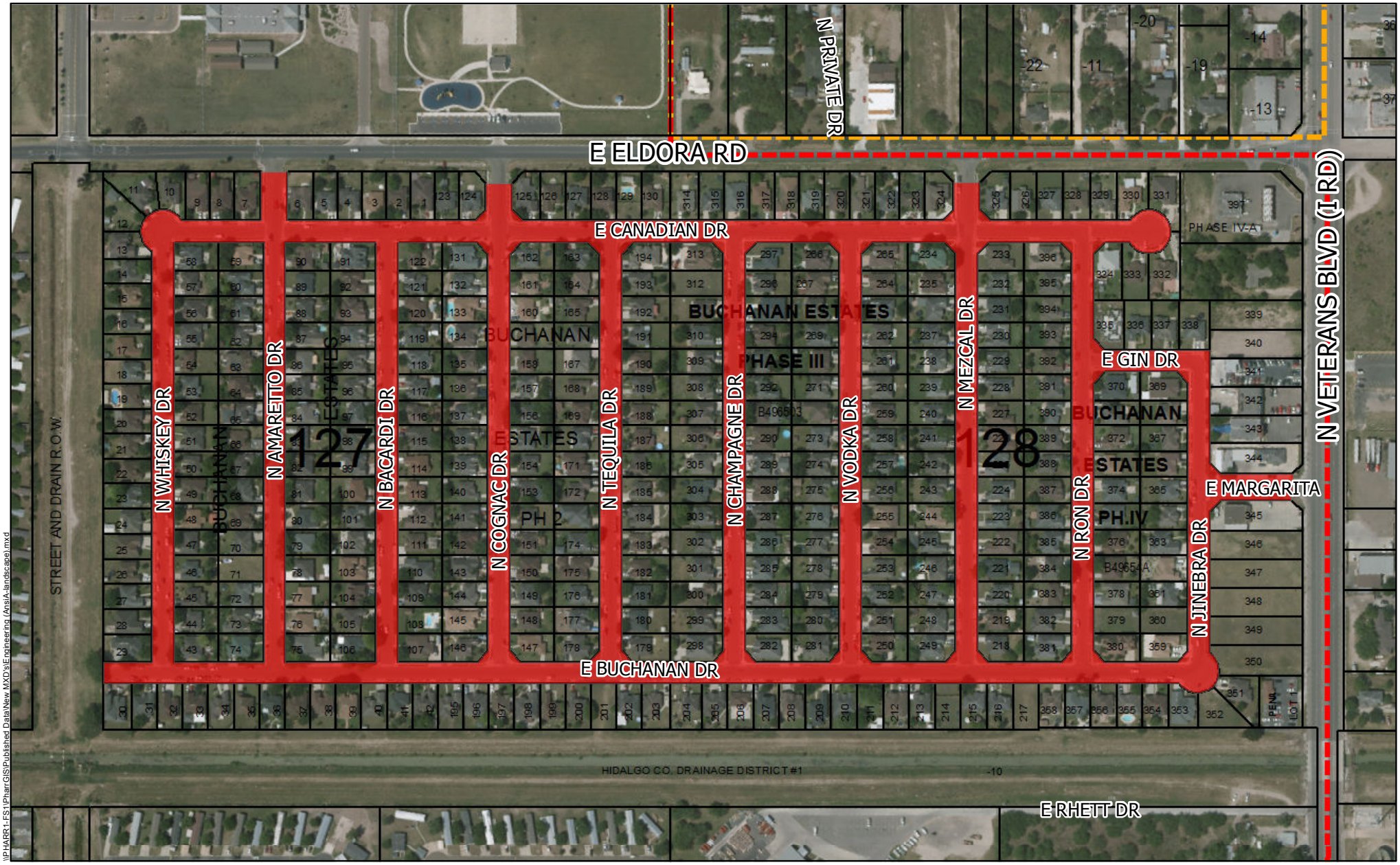
City of Pharr, Texas
Engineering Department
956.402.4242

Date: 10/6/2017

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

City of Pharr Year 3 Repaving Map 2



All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.

City of Pharr, Texas
Engineering Department
956.402.4242

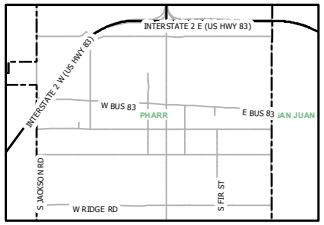
Pharr Engineering

Proposed Repaving
Pharr City Limit
Pharr ETJ

1 inch = 300 feet

0 150 300 600 900 1,200 Feet

Pharr All-America City 2005

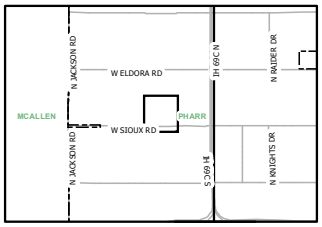


\\PHARR1-FS1\PharrGIS\Published Data\New MXDs\Engineering (Ansi-landscape).mxd

City of Pharr

Year 3 Repaving Map 3

Proposed Repaving



City of Pharr, Texas
Engineering Department
956.402.4242

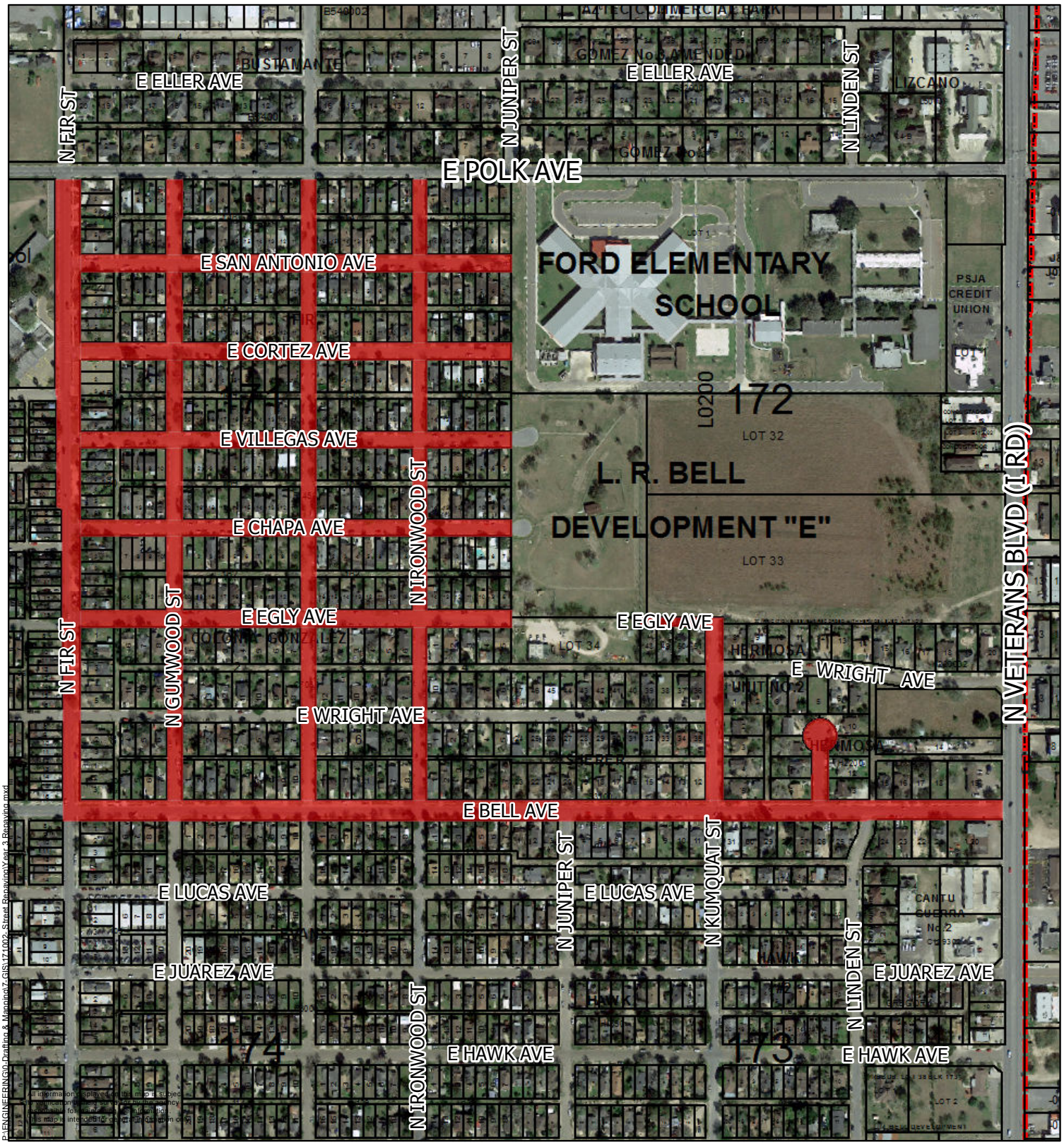
Date: 10/6/2017

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

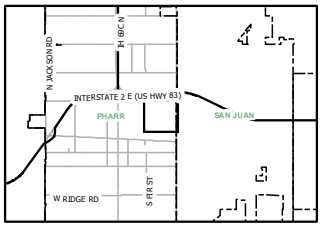
City of Pharr

Year 3 Repaving Map 4



Proposed Repaving

Pharr City Limit



City of Pharr, Texas
Engineering Department
956.402.4242

Date: 10/9/2017

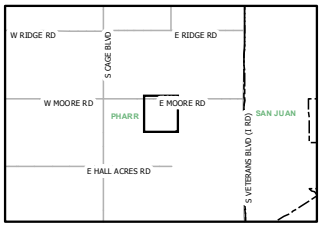
Scale: 1 inch = 400 feet

0 200 400 800 1,200 1,600 Feet

City of Pharr

Year 3 Repaving Map 5

Proposed Repaving



City of Pharr, Texas
Engineering Department
956.402.4242

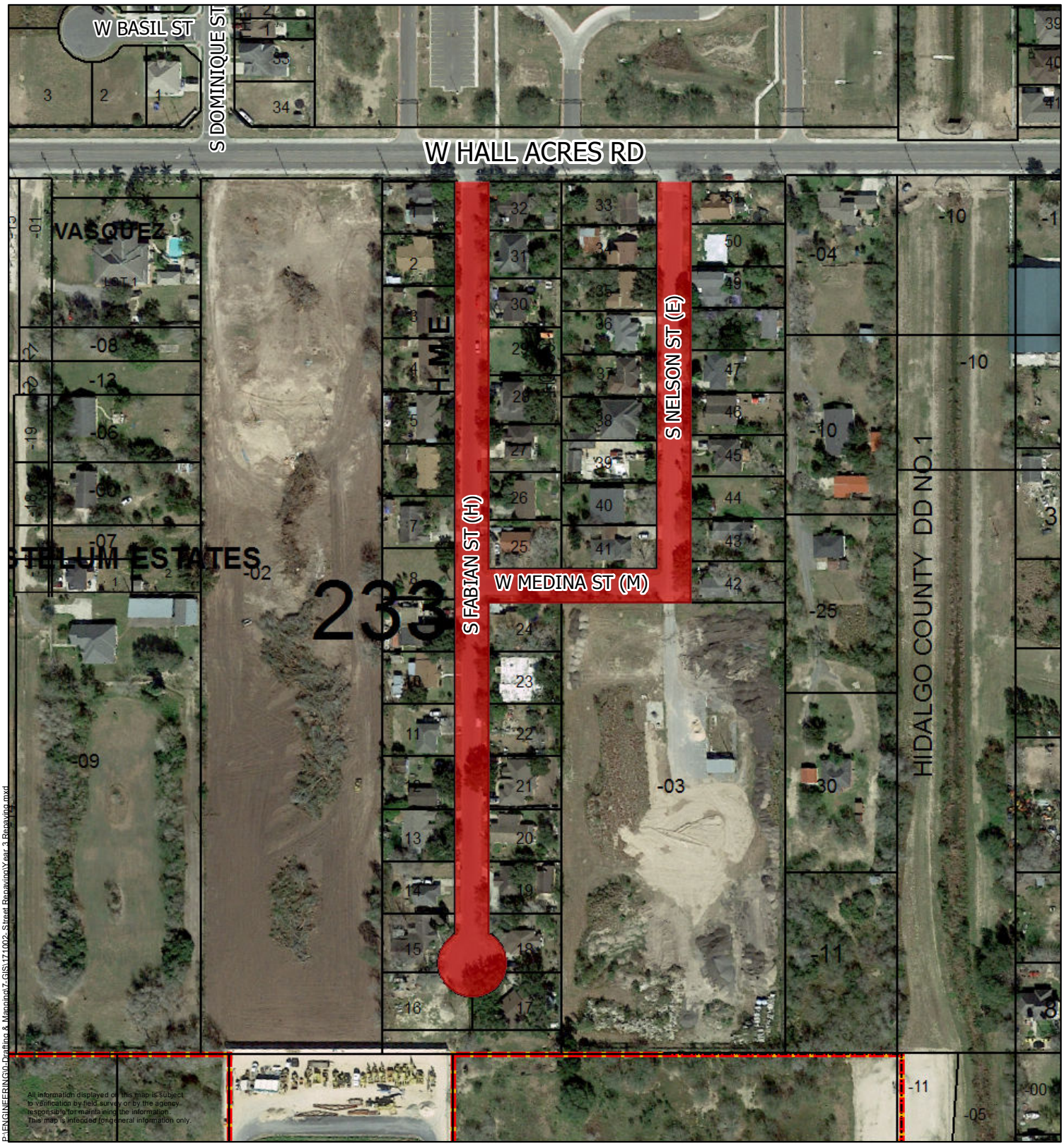
Date: 10/6/2017

Scale: 1 inch = 167 feet

0 80 160 320 480 640 Feet

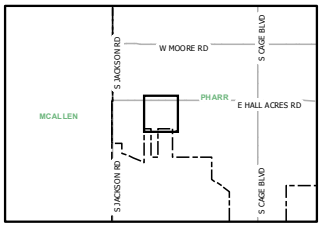
City of Pharr

Year 3 Repaving Map 6



Proposed Repaving

Pharr City Limit



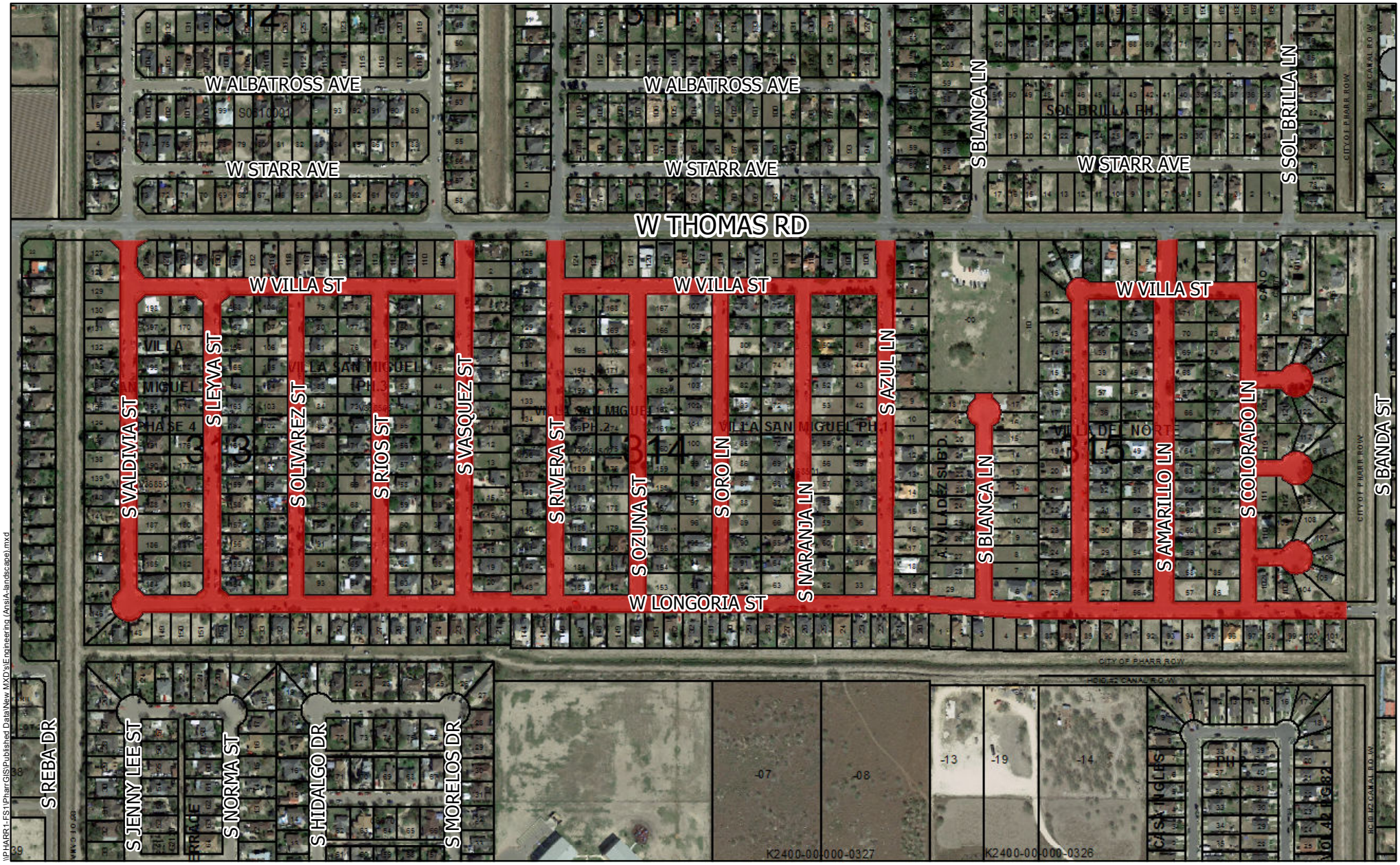
City of Pharr, Texas
Engineering Department
956.402.4242

Date: 10/9/2017

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

City of Pharr Year 3 Repaving Map 7



All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.

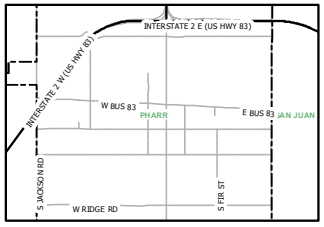
Proposed Repaving

City of Pharr, Texas
Engineering Department
956.402.4242

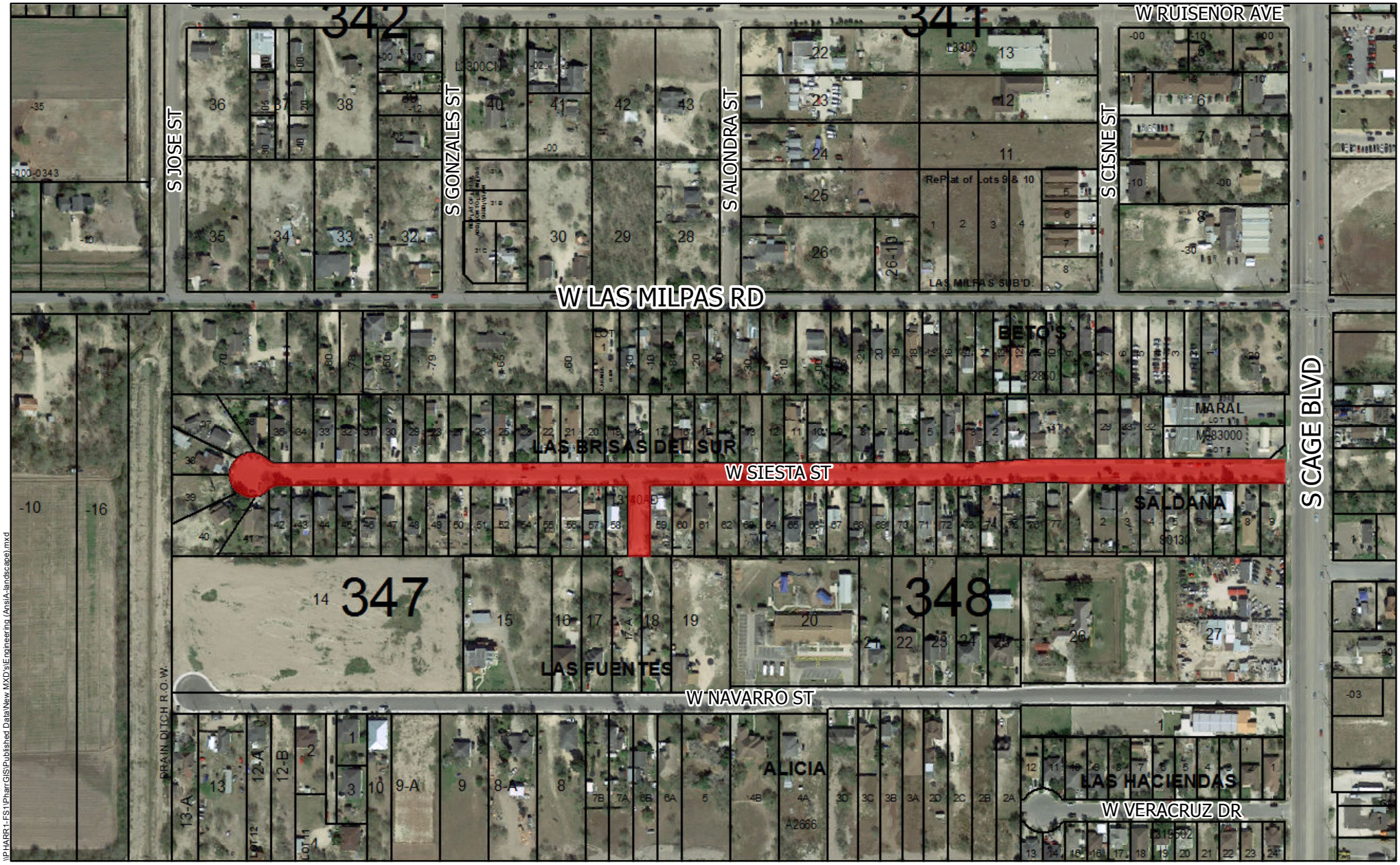
Pharr Engineering

1 inch = 400 feet

0 200 400 800 1,200 1,600 Feet



City of Pharr Year 3 Repaving Map 8



All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.

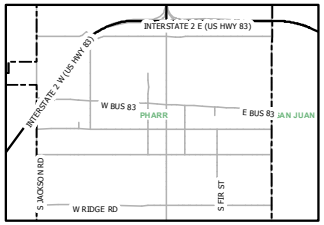
Proposed Repaving

City of Pharr, Texas
Engineering Department
956.402.4242

Pharr Engineering

1 inch = 300 feet

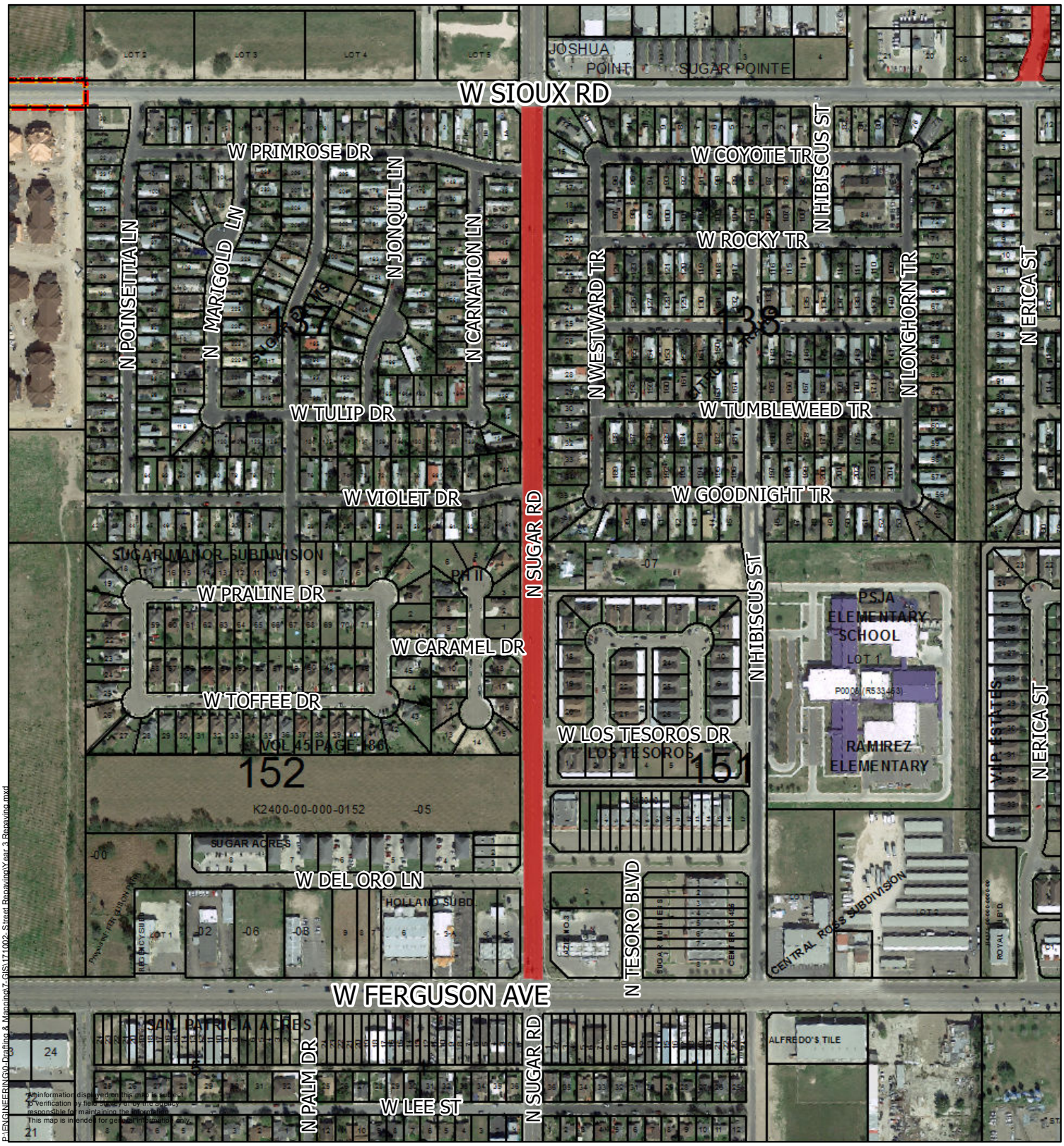
0 150 300 600 900 1,200 Feet



\\PHARR1-FS1\PharrGIS\Published Data\New MXDs\Engineering (Ansi\A-landscape).mxd

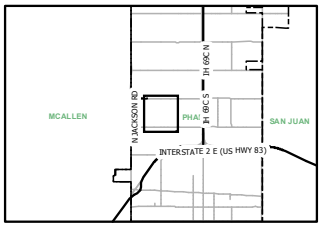
City of Pharr

Year 3 Repaving Map 9



Proposed Repaving

Pharr City Limit



City of Pharr, Texas
Engineering Department
956.402.4242

Date: 10/10/2017

Scale: 1 inch = 400 feet

0 200 400 800 1,200 1,600 Feet

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.C.
DATE SUBMITTED: October 12, 2017
MEETING DATE: October 16, 2017

FROM: Anali Alanis, HR Director

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for RFP for executive recruitment services for the position of Police Chief.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason:

Issue:

Given the importance of the position of Police Chief the City must work in partnership with an HR Consulting Firm to assist us in locating and recruiting the most qualified candidate.

Financial Consideration: The cost of the services that we are seeking will be determined by the amounts quoted in the proposals received.

Staff Recommendation:

Staff recommends approval.

Alternatives:

ROUTING:

Anali Alanis	Created/Initiated - 10/12/2017
Anali Alanis	Approved - 10/12/2017
Karla Moya	Approved - 10/12/2017
Patricia Rigney	Approved - 10/13/2017
City Management Office	Final Approval - 10/13/2017

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.D.
DATE SUBMITTED: October 4, 2017
MEETING DATE: October 16, 2017

FROM: Elva Edmundson, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on request from PJSA ISD for the use of the Jose "Pepe" Salinas Memorial Civic Center-Large Hall on Wednesday, November 1, 2017 for their Volunteer Swearing In Ceremony.

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason:

Issue: The P-SJ-A ISD. Parental Engagement Department is requesting the usage of Large Hall on Wednesday, November 1, 2017, from 9:00 a.m. to 11:00 a.m. to host a Volunteer Swearing in Ceremony.

Financial Consideration: This wish to have the amount of $360 waived.

Staff Recommendation: City Commission approve this item.

Alternatives: n/a

ROUTING:

Elva Edmundson	Created/Initiated - 10/04/2017
Sergio Alanis	Approved - 10/12/2017
City Management Office	Final Approval - 10/12/2017

PHARR-SAN JUAN-ALAMO ISD
Office of Support Services
Rene Campos, *Asst. Superintendent for Support Services*

October 3, 2017

City of Pharr
Juan Guerra, City Manager
118 S. Cage
Pharr, TX 78577

RE: Pepe Salinas Civic Center

Dear Mr. Guerra:

The Pharr-San Juan-Alamo ISD Parental Engagement Department is requesting the use of Pepe Salinas Civic Center to host a Volunteer Swearing in Ceremony. The event is scheduled to take place on **Wednesday, November 1, 2017, from 9:00 AM to 11:00 AM**.

We greatly appreciate your support in making a difference in PSJA and for being our partner in education. If you have any questions or need additional information, please call me at (956) 354-2053.

Sincerely,

Rene Campos
Asst. Superintendent for Support Services

It is the policy of Pharr-San Juan-Alamo ISD not to discriminate on the basis of sex, disability, race, color, religion, national origin or age.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.E.
DATE SUBMITTED: October 11, 2017
MEETING DATE: October 16, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Development Services Cases:

Classification: Public Hearing

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza Created/Initiated - 10/11/2017

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.E.1.
DATE SUBMITTED: October 10, 2017
MEETING DATE: October 16, 2017

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Chipotle Texas, LLC, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.05 acres, more or less, out of El Centro Mall No. 4 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 500 North Jackson Road, Suite N-1.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason: N/A

Issue: Chipotle Texas, LLC, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). CUP#160942

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the renewal for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

ROUTING:

Rita Galvan	Created/Initiated - 10/10/2017
Roland Gomez	Approved - 10/11/2017
Melanie Cano	Approved - 10/11/2017
City Management Office	Final Approval - 10/11/2017

Executive Summary Letter

October 16, 2017

Conditional Use Permit **Renewal** for ABC – Chipotle Mexican Grill #2888
CUP#160942

Background:

Chipotle Texas, LLC., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for Chipotle Mexican Grill #2888.

The property is located at is 500 North Jackson Road, Suite N-1. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

P:\Admin\CUPs\ABC-Chipotle Mexican Grill_2016

Pharr
Development Services

Pharr
All-America City
2006

MEMORANDUM

DATE: MONDAY, OCTOBER 16, 2017

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT **RENEWAL** FOR ABC – FILE NO. **CUP#160942** (CHIPOTLE MEXICAN GRILL #2888)

GENERAL INFORMATION:

APPLICANT: Chipotle Texas, LLC, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.05 acres, more or less, out of El Centro Mall No. 4 Subdivision, Pharr, Hidalgo County, Texas

LOCATION: The property's physical address is 500 North Jackson Road, Suite N-1.

ZONING: The property is currently zoned General Business District (C). The zoning to the north, south and east is General Business District (C) and Heavy Industrial District (H-I) and city limits lie to the west. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:

CODE COMPLIANCE: Recommends approval of the Conditional Use Permit. (See attached memo)

FIRE MARSHAL: Recommends approval of the Conditional Use Permit. (See attached memo)

POLICE CHIEF:	Recommends approval of the Conditional Use Permit. (See attached memo)e
PLANNING DEPARTMENT:	Recommends approval of the Conditional Use Permit. (See attached memo)e

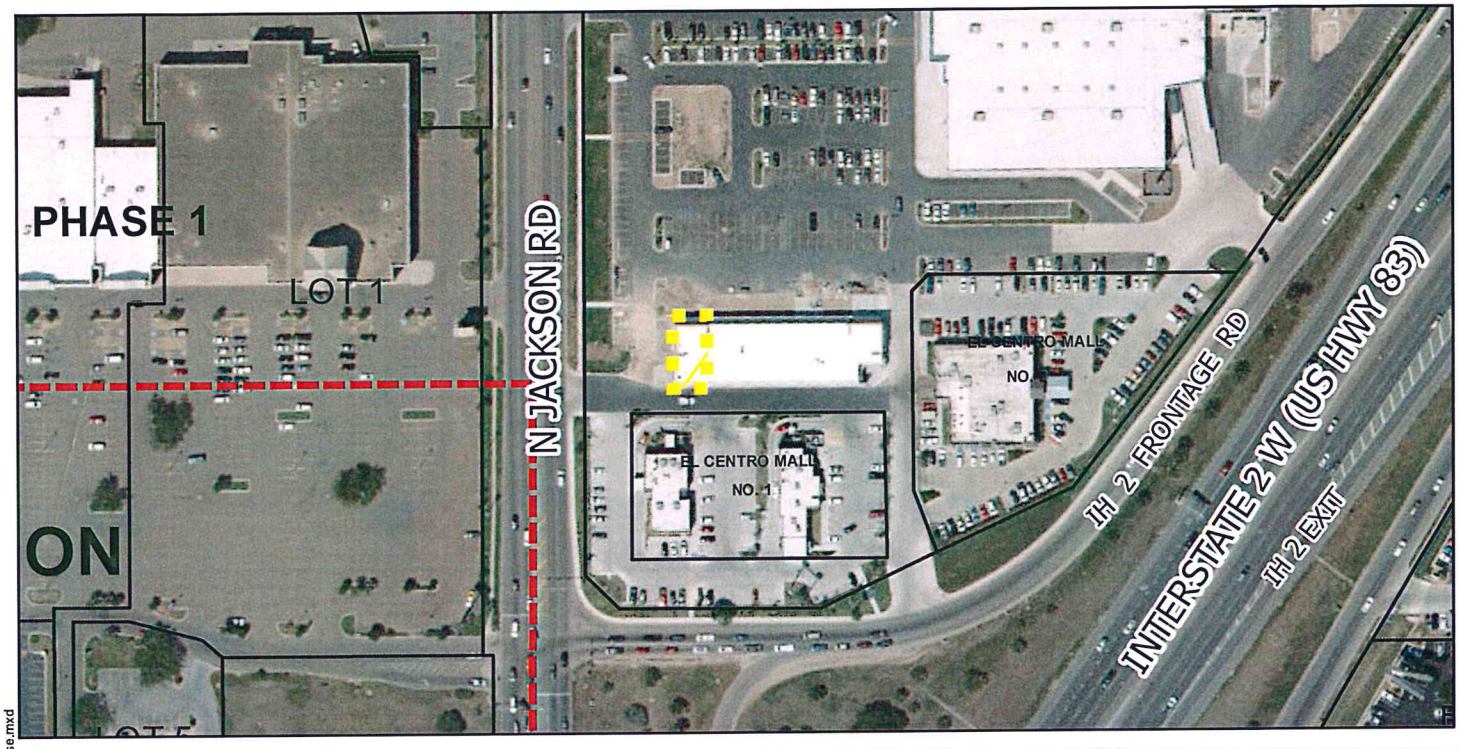
DEVELOPMENT SERVICES RECOMMENDATIONS: Development Services is recommending **approval** of the renewal for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site and applicant being in compliance with all City Ordinances and City Department requirements.

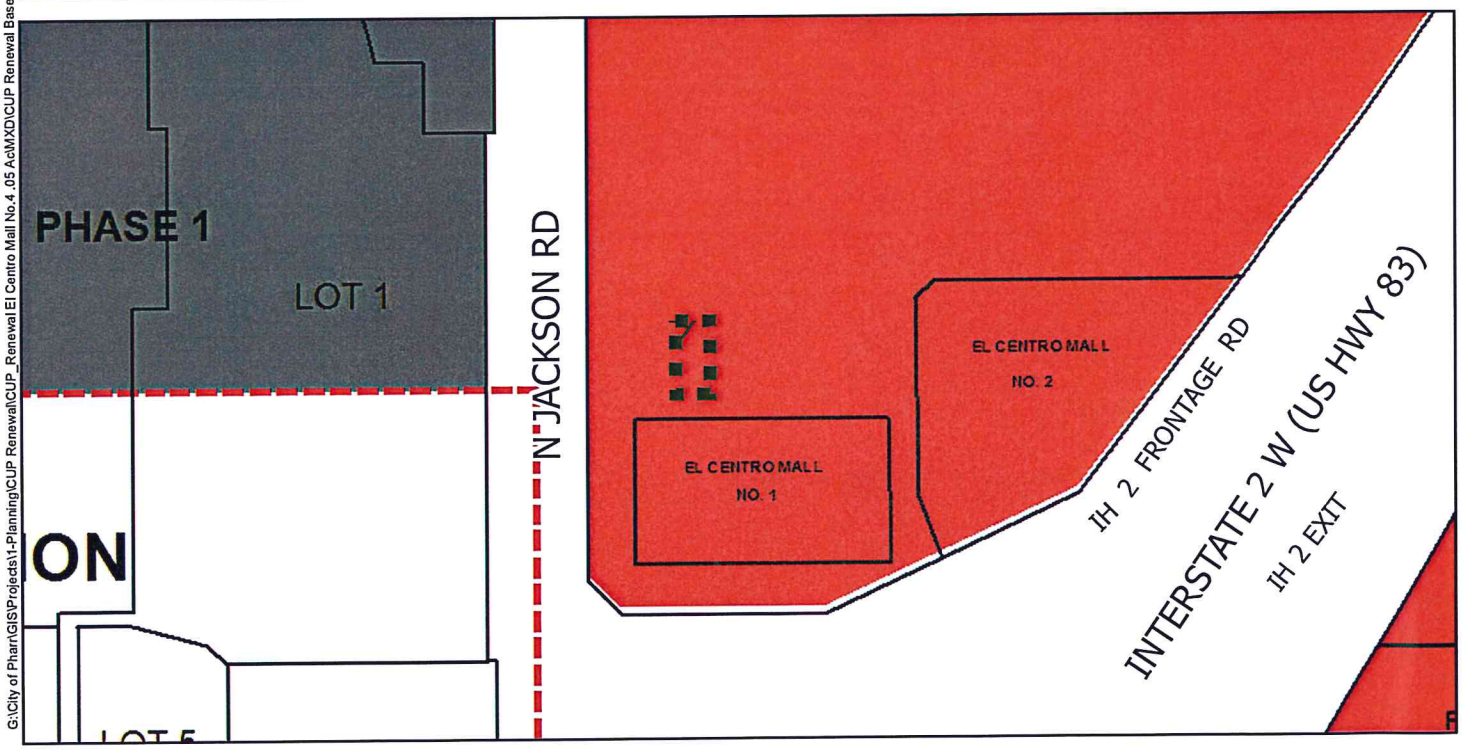
P:\Admin\CUPs\ABC-Chipotle Mexican Grill_2016

Conditional Use Permit Renewal
.05Ac of El Centro Mall No.4 Subdivision
Ronald Bonham/ Chipotle Texas, LLC

Pharr
All-America City
2006

Pharr Engineering





G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\CUP_Renewal El Centro Mall No.4 .05 Ac\MXD\CUP Renewal Base.mxd

Agricultural Open Space
Single Family
Single Family Small Lot
Two Family
Medium Density Multi-Family
High Density Multi-Family
Mobile Home
Townhouse
HUD Code
Rail Road R.O.W.
Government Owned
General Business
Business District
Drainage Easement
Heavy Commercial
Heavy Industrial
Limited Industrial
Neighborhood Commercial
Office Professional
PSJA ISD
Hidalgo ISD
Valley View ISD
Planned Unit Development

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

N W E S

Date: 9/29/2017

City of Pharr, Texas
Engineering Department
956.702.5355

Pharr
Development Services
Implementing your vision, improving your City

Certificate of Occupancy
Conditional Use Permit
Inspection Form

Company Name or Business Entity: Chipotle Texas, LLC Type of Business: (C)

Applicant: Ronald (First) (Middle) Bonham (Last) Phone No.: (956) 702-5196

Mailing Address: 500 N. Jackson Rd Ste N-1 (Address) Pharr (City) TX (State) 78577 (Zip)

EXISTING BUILDING	☑ YES	☐ NO	
MIXED OCCUPANCY	☐ YES	☑ NO	IF YES, TYPE OF ADJACENT OCCUPANCY(S):
CHANGE OF OCCUPANCY FROM PREVIOUS?	☐ YES	☑ NO	IF YES, PREVIOUS TYPE OF OCCUPANCY(S):
IS FIRE PROTECTION REQUIRED?	~~☐ YES~~	~~☐ NO~~	~~IF SO, WHAT TYPE?~~
IS CHANGE OF WALL ASSEMBLY REQUIRED?	☐ YES	☐ NO	~~IF SO, WHAT TYPE?~~ Fire Dept.

PASSED WITH CONDITIONS ☑	PASSED ☐	FAILED ☐	RE-INSPECTION DATE:

BUILDING STATUS/ STRUCTURAL	PASS	FAIL	N/A	COMMENTS
1. FLOOR	✓			
2. EXTERIOR WALLS	✓			
3. INTERIOR WALLS	✓			
4. CEILING	✓			
5. ROOF	✓			
6. PREMISE (LANDSCAPING, CLEAN, EXT...)	✓			
7. GARBAGE CONTAINER	✓			
8. IS ADDRESS POSTED AND CORRECT?	✓			
9. IS LANDSCAPING IN COMPLIANCE?	✓			
MEANS OF EGRESS	**PASS**	**FAIL**	**N/A**	**COMMENTS**
1. OCCUPANT LOAD (IF APPLICABLE)	✓			
3. NUMBER OF EXITS	✓			3 Exits
4. MEANS OF EGRESS LIGHTING	✓			
5. EXIT SIGNS	✓			
6. DOOR HARDWARE	✓			
ACCESSIBILITY	**PASS**	**FAIL**	**N/A**	**COMMENTS**
1. RESTROOMS	✓			
2. PATH OF EGRESS	✓			
3. RAMPS (HANDRAIL / GUARDS)	✓			
4. DOORS	✓			
5. IS OCCUPANCY CHANGED (ADA COMPLIANT)	✓			
ELECTRICAL	**PASS**	**FAIL**	**N/A**	**COMMENTS**
1. SERVICE ENTRANCE	✓			
2. SERVICE EQUIPMENT	✓			
3. WIRING SYSTEM		✓		loose wires in the back
4. LIGHT FIXTURE	✓			
5. RECEPTICLE OUTLETS (G.F.C.I. WHERE REQUIRED)	✓			
MECHANICAL	**PASS**	**FAIL**	**N/A**	**COMMENTS**
1. REGISTERS	✓			
2. GRILLS	✓			
3. DRAINS	✓			
4. EQUIPMENT	✓			
PLUMBING	**PASS**	**FAIL**	**N/A**	**COMMENTS**
1. P. TRAPS	✓			
2. VENTS	✓			
3. DRAINS	✓			
4. PLUMBING FIXTURES	✓			
5. WATER SERVICE LINE	✓			
6. DISTRIBUTION LINES	✓			
8. BACKFLOW PREVENTION	✓			
9. GAS SYSTEM	✓			
10. GREASE TRAP	✓			
WATER HEATER	**PASS**	**FAIL**	**N/A**	**COMMENTS**
1. LOCATION	✓			
2. T.P. VALVE & DRAIN	✓			
3. SHUT-OFF VALVE	✓			
4. VENT (IF APPLICABLE)	✓			

BUILDING / SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

Was not aware of the loose wire in the back. Just needs to get it fixed.

Miguel Barrabdua 9/20/17 (INSPECTOR / OFFICER) (Date)

[signature] 9/20/17 (RECEIVED BY) (Date)

Please note: Owner / Applicant is responsible to contact the City of Pharr Department of Development Services at (956) 402-4242 when improvements have been completed. Any permits with regard to this location will remain on hold until full compliance is met.

V.2016.0

Prevention Division
118 S. Cage Blvd., 3rd Fl
Pharr, Texas 78577
Ph: 956-402-4400
Fax: 956-475-3433
fireprevention@pharrfd.net

September 26, 2017

CHIPOTLE MEXICAN GRILL # 2888
500 N JACKSON, N-1
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Sep 26, 2017 revealed no violations.

Inspection Note This inspection record was automatically created by the system in response to a reinspection request from ManageMyInspections.com.

8842 JOSE NAVARRO
Inspector

Priscilla Molina

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.
SEP 26 2017
BY:

Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 402-4700 • FAX: (956)781-9163

To: Melanie Cano, Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 09/08/2017
Re: Conditional use Permit for ABC – File No. CUP#160942 (Chipotle Texas LLC)

Ronald Bonham, ep. Chipotle Texas LLC, filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The property is more fully described as follows:

- **Legal Description:** Being 0.05 Acres, more or less, out of El Centro Mall No. 4 Subdivision, Pharr, Hidalgo County, Texas
- **Physical Address:** 500 N. Jackson Rd. Suite N-1
- **Contact Number:**

In keeping with the requirements of ordinance # 0-84-44, I am providing you with the following comments:

REPLY

Ms. Cano, I have reviewed the proposed application. Based on the information we have on file for this establishment at this time, I recommend approval subject to the following documented requirements.

1. All state and local ordinances that currently exist or that may be enacted in the future that affect this business must be strictly adhered to. Personnel such as bartenders, waitresses and hostesses must be required to wear identifying insignia such as, name tags and or uniforms that clearly identify them as employees.
2. The owners, managers and or operators must agree not to use any advertisement on the property that is offensive, distasteful and or creates a visual impairment to traffic.
3. In the event that the manner the applicant conducts its business, endangers the general welfare, health, peace, morals, or safety of the community, the Chief of Police will exercise his authority under Section 11.612 of the Texas Alcoholic Beverage Code to recommend the cancellation of any and all permits for the same premises for up to one year after the date of cancellation.
4. The sale of alcoholic beverages to a minor inside the premises or on any area controlled by the aforementioned business will be considered an act that endangers the general welfare, health, peace, morals and or safety of the community.

Asst. Chief of Police

Joel Robles
Office: 956-402-4739
Mobile: 956-878-3233
joel.robles@pd.pharr-tx.gov

RECEIVED
PHARR DEVELOPMENT SERVICES DEPT.
SEP 12 2017

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.E.2.
DATE SUBMITTED: October 10, 2017
MEETING DATE: October 16, 2017

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Gabriela's Heavenly Wings XXIII, LLC, d/b/a Wingstop Restaurant, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I). The property is legally described as being 0.046 of an acre, more or less, out of Lot 1, Spamer Business Park Subdivision, Pharr, Hidalgo County, Texas.The property's physical address is 8001 South Jackson Road, Suite 6.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason: N/A

Issue: Gabriela's Heavenly Wings XXIII, LLC, d/b/a Wingstop Restaurant, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I). CUP #170948

Financial Consideration: N/A

Staff Recommendation: Development Services Staff is recommending approval of the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I) subject to site being in compliance with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I) subject to site being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

ROUTING:

Rita Galvan	Created/Initiated - 10/10/2017
Roland Gomez	Approved - 10/11/2017
Melanie Cano	Approved - 10/11/2017
City Management Office	Final Approval - 10/11/2017

Pharr
Development Services

Pharr
All-America City
2006

MEMORANDUM

DATE: MONDAY, OCTOBER 16, 2017

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC –
FILE NO. **CUP#170948** (WINGSTOP RESTAURANT)

GENERAL INFORMATION:

APPLICANT: Gabriela's Heavenly Wings XXIII, LLC, d/b/a Wingstop Restaurant, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I).

LEGAL DESCRIPTION: The property is legally described as being 0.046 of an acre, more or less, out of Lot 1, Spamer Business Park Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 8001 South Jackson Road, Suite 6.

ZONING: The property is currently zoned Limited Industrial District (L-I). The surrounding area is zoned Limited Industrial District (L-I) to the north, south and east and city limits lie to the west. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS: **POLICE CHIEF:** Recommends approval of the Conditional Use Permit. (See attached memo)

PLANNING DEPARTMENT: Recommends approval of the Conditional Use Permit. (See attached memo)

NOTIFICATION OF PUBLIC: Three (3) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

DEVELOPMENT SERVICES STAFF RECOMMENDATION: Development Services Staff is recommending **approval** of the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I) subject to site being in compliance with all City Ordinances and City Department requirements.

PLANNING & ZONING COMMISSION: The Planning and Zoning Commission voted unanimously to approve the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I) subject to site being in compliance with all City Ordinances and City Department requirements.

Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 402-4700 • FAX: (956)781-9163

To: Melanie Cano, Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 09/21/2017
Re: Conditional use Permit for ABC – File No. CUP#170948 (Gabriela's Heavenly Wings XXIII LLC)

John Claude Ortiz, [illegible], Gabriela's Heavenly Wings XXIII LLC d/b/a Wing Stop, has filed with the Planning and Zoning Commission requesting for a Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The property is more fully described as follows:

- **Legal Description:** 0.046 of an acre, more or less, out of Lot 1, Spamer Business Park Subdivision, Pharr, Hidalgo County, Texas.
- **Physical Address:** 8001 S. Jackson Rd. Suite 6
- **Contact Number:** [illegible]

In keeping with the requirements of ordinance # 0-84-44, I am providing you with the following comments:

REPLY

Ms. Cano, I have reviewed the proposed application. Based on the information we have on file for this establishment at this time, I recommend approval subject to the following documented requirements.

1. All state and local ordinances that currently exist or that may be enacted in the future that affect this business must be strictly adhered to. Personnel such as bartenders, waitresses and hostesses must be required to wear identifying insignia such as, name tags and or uniforms that clearly identify them as employees.
2. The owners, managers and or operators must agree not to use any advertisement on the property that is offensive, distasteful and or creates a visual impairment to traffic.
3. In the event that the manner the applicant conducts its business, endangers the general welfare, health, peace, morals, or safety of the community, the Chief of Police will exercise his authority under Section 11.612 of the Texas Alcoholic Beverage Code to recommend the cancellation of any and all permits for the same premises for up to one year after the date of cancellation.
4. The sale of alcoholic beverages to a minor inside the premises or on any area controlled by the aforementioned business will be considered an act that endangers the general welfare, health, peace, morals and or safety of the community.

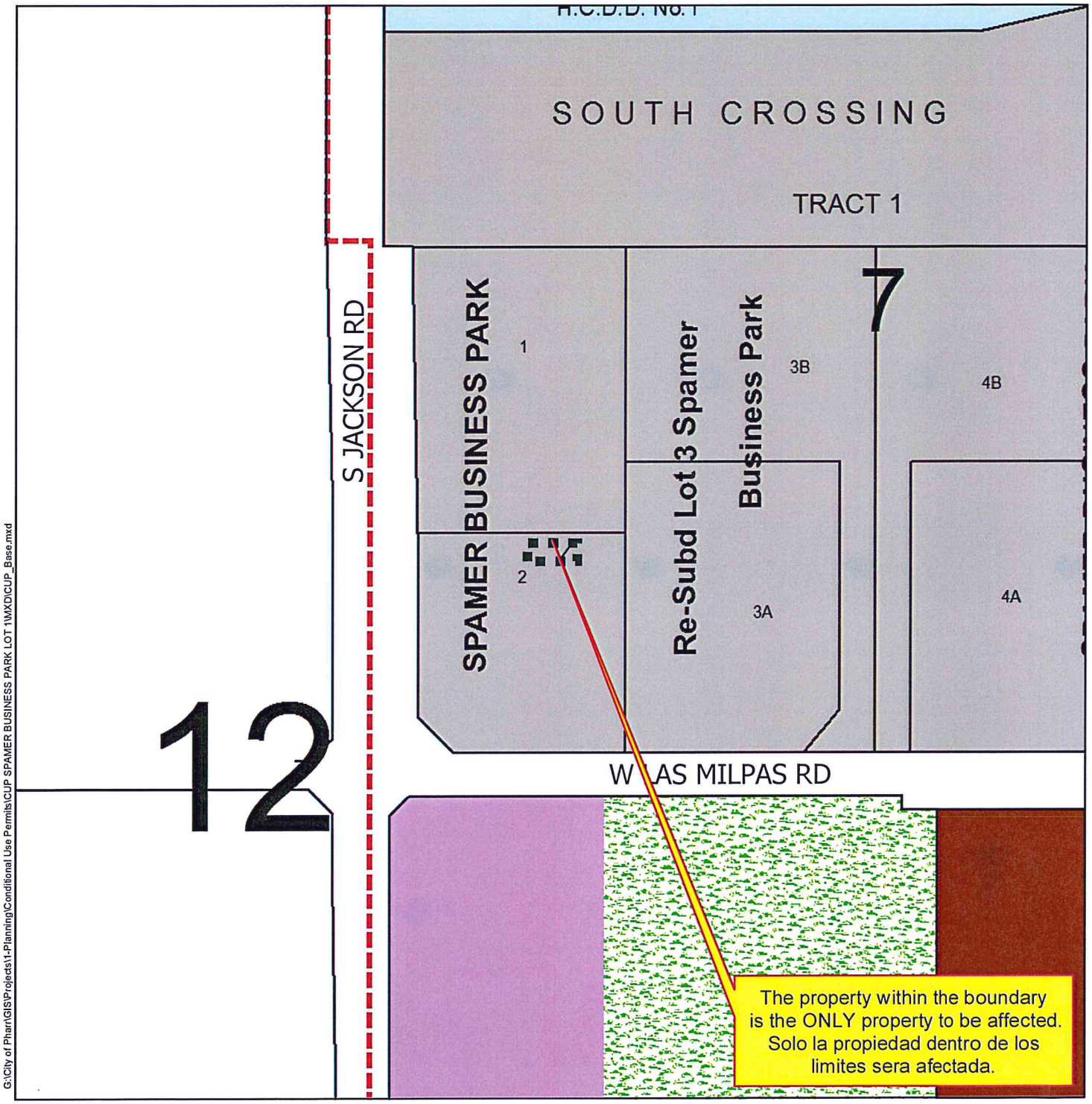
Asst. Chief of Police

Joel Robles
Office: 956-402-4739
Mobile: 956-878-3233
joel.robles@pd.pharr-tx.gov

Proposed Conditional Use Permit
.046 Ac of Spamer Business Park Lot 1
Gabriela Heavenly Wings, XXIII /
Practical Business Plaza, LLC

Pharr
All-America City
2006

Pharr Engineering



G:\City of Pharr\GIS\Projects\1-Planning\Conditional Use Permits\CUP SPAMER BUSINESS PARK LOT 1\MXD\CUP_Base.mxd

Agricultural Open Space
Single Family
Single Family Small Lot
Two Family
Medium Density Multi-Family
High Density Multi-Family
Mobile Home
Townhouse
HUD Code
Rail Road R.O.W.
Government Owned
General Business
Business District
Drainage Easement
Heavy Commercial
Heavy Industrial
Limited Industrial
Neighborhood Commercial
Office Professional
PSJA ISD
Hidalgo ISD
Valley View ISD
Planned Unit Development

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

N W E S

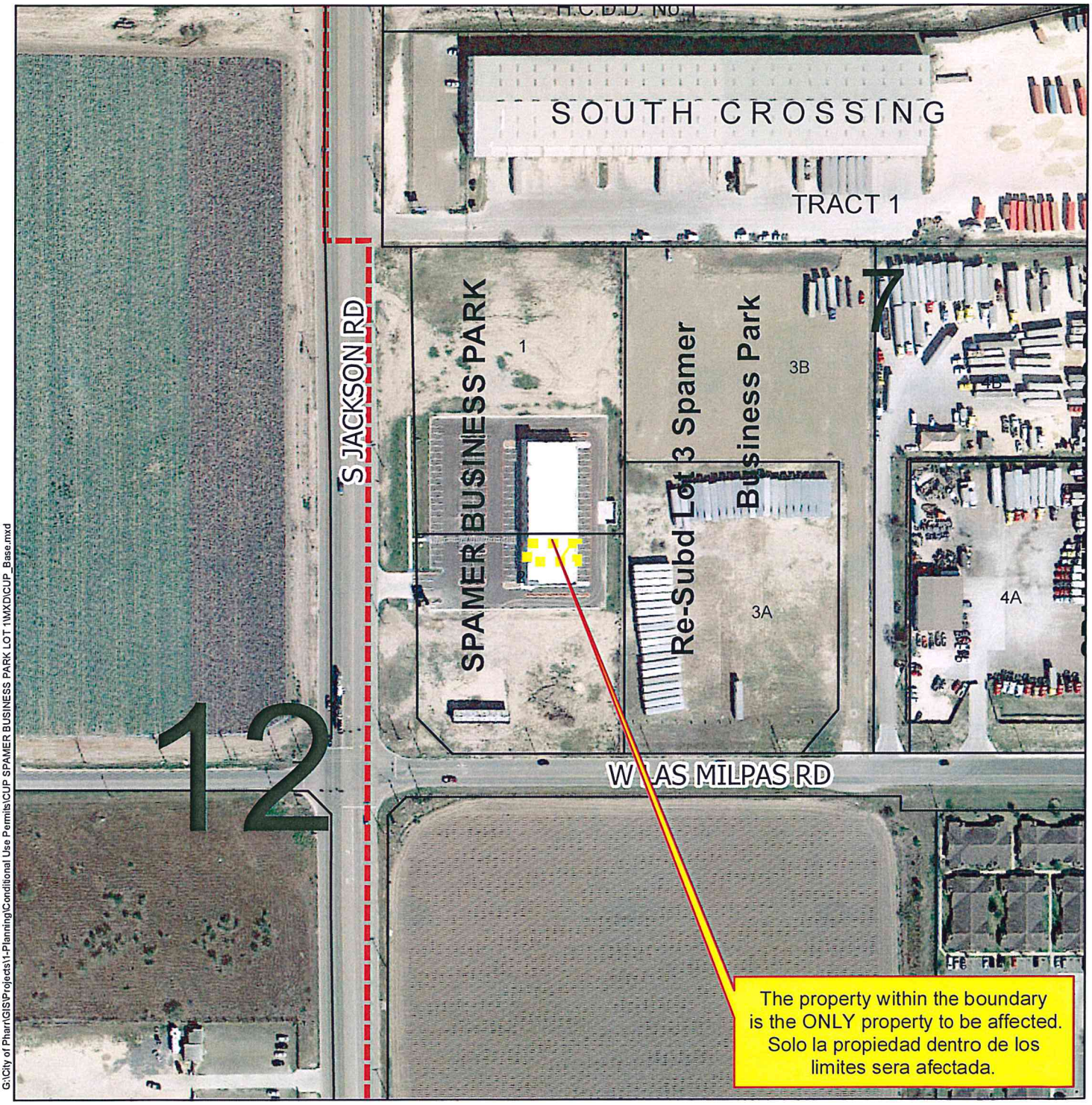
Date: 9/19/2017

City of Pharr, Texas
Engineering Department
956.702.5355

Proposed Conditional Use Permit
.046 Ac of Spamer Business Park Lot 1
Gabriela Heavenly Wings, XXIII /
Practical Business Plaza, LLC

Pharr
All-America City
2006

Pharr Engineering



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N W E S

City of Pharr, Texas
Engineering Department
956.702.5355

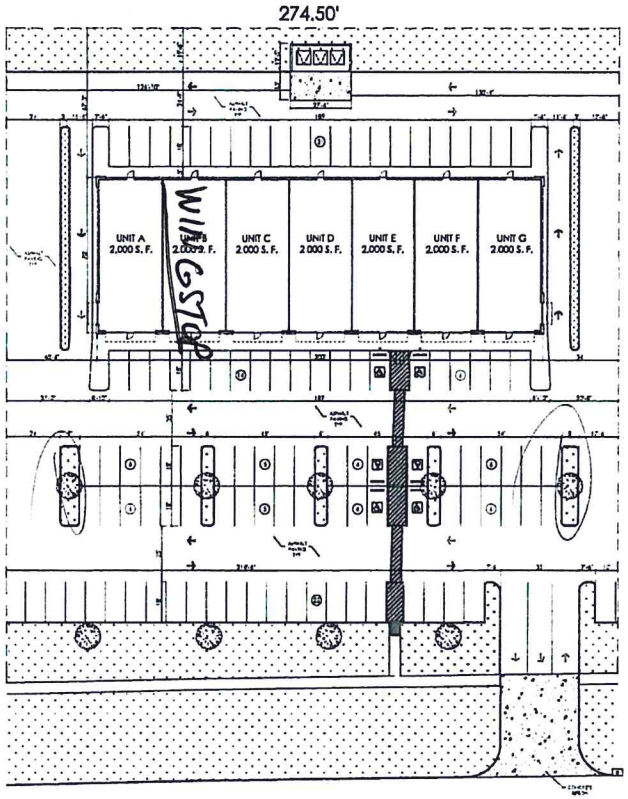
Date: 9/19/2017

PHARR FIRE DEPARTMENT
RECEIVED
AUG 29 2014
SIGNATURE REQUIRED

new plan

PRACTICAL BUSINESS PLAZA

PHASE I



SITE PLAN JACKSON RD.
SCALE: 1" = 20'

CODE ANALYSIS

PROJECT LOCATION: [illegible] JACKSON RD PHARR, TEXAS
OWNER: JOAQUIN SANCHEZ
[illegible]
MISSION, TEXAS 78572
DEVELOPER: NEWMARK CONSTRUCTION & DEVELOPMENT
[illegible]
MCALLEN, TEXAS
BUILDING DESCRIPTION: NEW SINGLE STORY RETAIL CENTER
LOT AREA: [illegible] ACRES
BUILDING AREA: [illegible]
REFERENCE CODES: 2012 INTERNATIONAL BUILDING CODE
2009 INTERNATIONAL ENERGY CONSERVATION CODE
CITY OF PHARR CODE OF ORDINANCES
CONSTRUCTION TYPE: TYPE V B

OCCUPANT LOAD: MERCANTILE (RETAIL STORE)
MERCANTILE GRADE FLOOR AREA: 2,000 SF/30 = 67 OCCUPANTS
EXITS: (2) EXITS REQUIRED, (2) EXITS PROVIDED
PLUMBING FIXTURES:
(1) COMMON WC REQUIRED, (1) COMMON WC PROVIDED
(1) COMMON LAVATORY REQUIRED, (1) COMMON LAVATORY PROVIDED
(1) SERVICE SINK REQUIRED, (1) SERVICE SINK PROVIDED

TRAVEL DISTANCE:
MAXIMUM TRAVEL DISTANCE ALLOWED = 200 FT
ACTUAL MAXIMUM TRAVEL DISTANCE = 50 FT

PARKING:
RETAIL (1 SPACE / 300 SF): 7 x 2,000 = 14,000 SF
14,000 SF / 300 = 47 = 2 x 49 SPACES REQUIRED

TOTAL SPACES REQUIRED = 49 — ACCESSIBLE SPACES REQUIRED = 2
TOTAL SPACES PROVIDED = 153 — ACCESSIBLE SPACES PROVIDED = 5

DRAWING INDEX

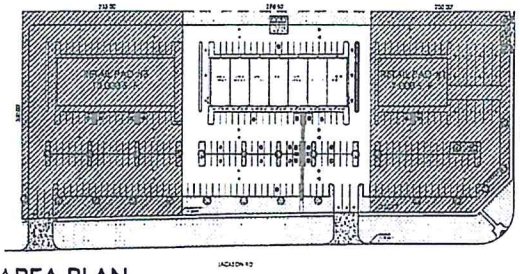
A-0 COVER SHEET / SITE PLAN
A-0.1 SITE PLAN DETAILS
A-1 FLOOR PLAN
A-2 EXTERIOR ELEVATIONS PLAN
A-3 ROOF PLAN
A-4 SECTIONS & DETAILS

C1 VERTICAL & HORIZONTAL CONTROL PLAN
C2 PAVING & DRAINAGE PLAN
C3 UTILITIES PLAN
C4 SEDIMENT & EROSION CONTROL PLAN
C5 PAVING & DRAINAGE DETAILS
C6 UTILITIES DETAILS
C7 SEDIMENT & EROSION CONTROL DETAILS

S1 GENERAL NOTES
S1.1 GENERAL NOTES
S2 FOUNDATION PLAN
S3 ROOF FRAMING PLAN
S4 TILT-UP PANELS PLAN
SD1 FOUNDATION DETAILS
SD2 FRAMING DETAILS
SD3 FRAMING DETAILS
SD4 FRAMING DETAILS

MEP-1.0 GENERAL NOTES
E-0.0 ELECTRICAL SPECIFICATION
E-1.0 ELECTRICAL SITE PLAN/SCHEDULES
E-1.1 ELECTRICAL POWER AND SPECIAL SYSTEMS
E-2.0 ELECTRICAL DETAILS
E-3.0 ELECTRICAL SCHEDULES & DETAILS

P-0.0 PLUMBING SPECIFICATION
P-1.0 PLUMBING SITE PLAN
P-1.1 PLUMBING PLAN
P-2.0 PLUMBING DETAILS & SCHEDULES



AREA PLAN
SCALE: NTS

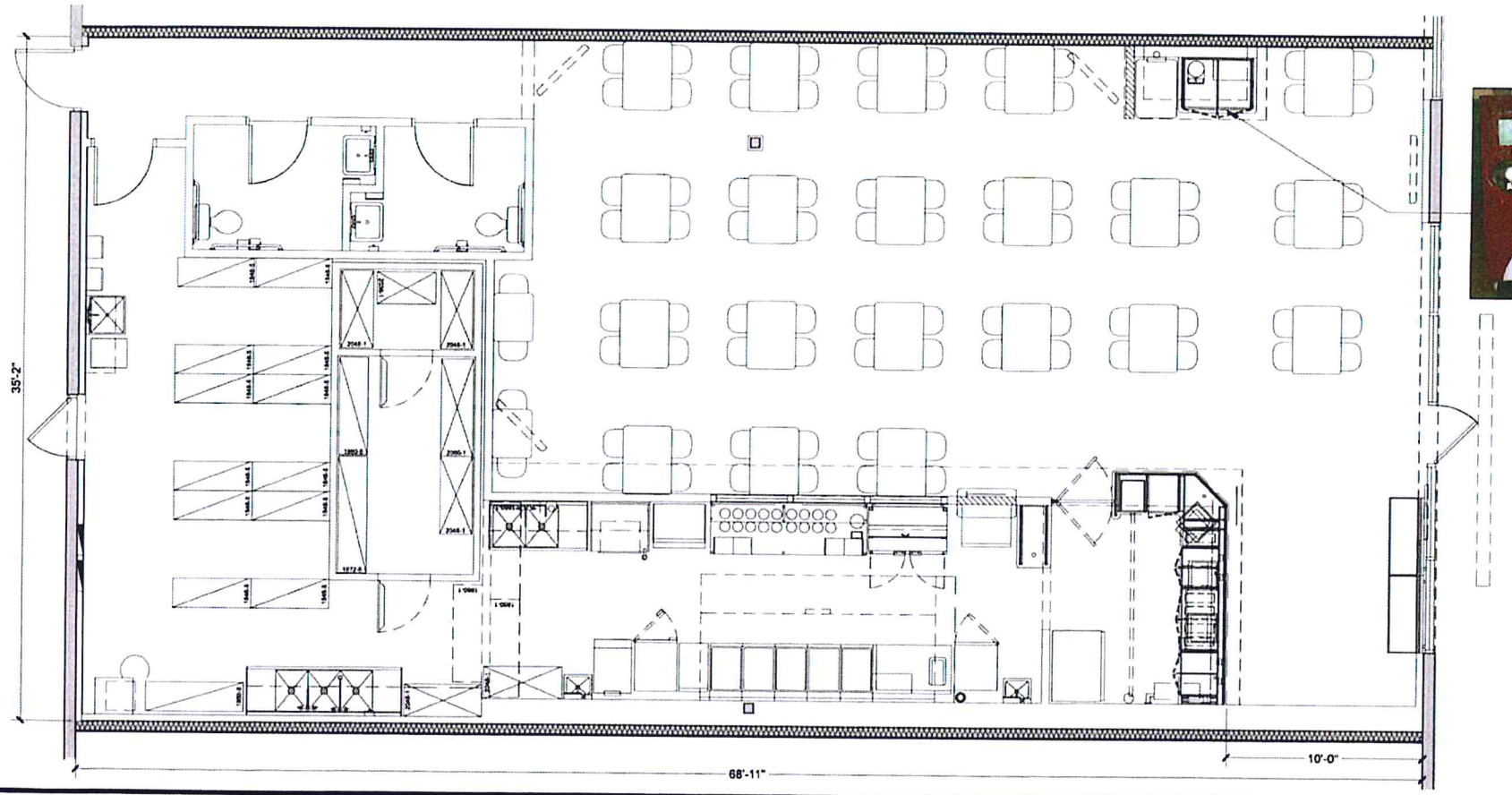
spazio DSC
LEONEL SANCHEZ
[illegible]

THESE PLANS ARE THE PROPERTY OF SPAZIO DESIGN & CONSTRUCTION AND ANY USE OF THESE PLANS WITHOUT THE WRITTEN CONSENT OF SPAZIO DESIGN & CONSTRUCTION IS PROHIBITED.

PRACTICAL BUSINESS PLAZA
JACKSON RD & LAS MILPAS RD
PHARR, TEXAS

REVISION:

PLAN: COVER SHEET SITE PLAN
PROJECT NO: SP-23-2013
DATE: 03/27/14
DRAWN BY: G.P.
REVIED BY: L.S.
SHEET: A-0



PROJECT DATA:

OVERALL NET LEASE (USABLE) AREA:	2,420 SQ. FT. (NET USABLE SPACE)
SALES, COOKING, PREP & JANITOR AREAS:	751 SQ. FT. @ 1/200 (GROSS) = 4 OCCUPANTS
SEATING AREA:	1,140 SQ. FT. @ 1/15 = 76 OCCUPANTS
ORDER (STANDING) AREA:	60 SQ. FT. @ 1/5 = 12 OCCUPANTS
COOLER / FREEZER AREA:	140 SQ. FT. (ACCESSORY USE, NOT APPLICABLE)
PASSAGE, MEN & WOMEN RESTROOM AREAS:	329 SQ. FT. (ACCESSORY USE, NOT APPLICABLE)
SEATING ANALYSIS:	84 TOTAL SEATS
TOTAL OCCUPANT LOAD:	93 OCCUPANTS

LAYOUT NOTES:

THE WING WING·STOP EXPERTS

GL#T083

PROJECT LOCATION:

PHARR, TX

DRAWING NAME

SCHEMATIC EQUIPMENT PLAN

ISSUE DATE: 07/03/2017
REVISED DATE: 07/17/2017

BK Dyer 7/18/2017 Approved

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.E.3.
DATE SUBMITTED: October 10, 2017
MEETING DATE: October 16, 2017

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Hector Espino, owner, is requesting a change of zone from Single-Family Residential District (R-1) to Residential Townhouse District (R-TH). The subject property is located on the north side West Newcombe Avenue with the physically address of 628 West Newcombe Avenue (Park Avenue). The property is legally described as being the W46'-S100' out of Lots 18 & E22'-S100' out of Lot 19, Block 1, Eula Young Subdivision, Pharr, Hidalgo County, Texas.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason: N/A

Issue: Hector Espino, owner, is requesting a change of zone from Single-Family Residential District (R-1) to Residential Townhouse District (R-TH). COZ #170950

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request to re-zone to Residential Townhouse District (R-TH) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to appove the request for a change of zone from Single-Family Residential District (R-1) to Residential Townhouse District (R-TH) subject to staff's recommendations.

Alternatives: N/A

ROUTING:

Rita Galvan	Created/Initiated - 10/10/2017
Roland Gomez	Approved - 10/11/2017

Melanie Cano	Approved - 10/11/2017
City Management Office	Final Approval - 10/11/2017

Pharr
Development Services
Implementing your vision, improving your City

STANDARDIZED RECOMMENDATION FORM

MEETING DATE: **October 16, 2017**

ROUTE TO BOARD:

☒ **CITY COMMISSION** **AGENDA ITEM:** **COZ:#170950**

☐ **PLANNING & ZONING COMMISSION** **DATE SUBMITTED:** **September 15, 2017**

1. **Applicant:** Hector Espino, owner.

2. **Requested Action:** Re-zoning request from Single-Family Residential District (R-1) to a Residential Townhouse District (R-TH).

3. **Nature / Intent of Request:** In order to construct residential townhouses on said property

4. **Routing to Staff:**

	Initials	Date		
A. Melanie Cano, Director	M	10/09/2017	☒ Approval	☐ Denial
B. Planning Staff Recommendations	B	10/09/2017	☒ Approval	☐ Denial
C. Planning and Zoning Commission		10/09/2017	☒ Approval	☐ Denial
D. City Attorney			☐ Approval	☐ Denial
E. City Manager			☐ Approval	☐ Denial

Pharr
Development Services

Pharr
All-America City
2006

MEMORANDUM

DATE: **OCTOBER 16, 2017**

TO: **MAYOR AND CITY COMMISSION**

FROM: **DEVELOPMENT SERVICES**

SUBJECT: **Re-zoning Request: From Single-Family Residential District (R-1) to Residential Townhouse District (R-TH): Being the W46'-S100' out of Lots 18 & E22'-S100' out of Lot 19, Block 1, Eula Young Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 628 West Newcombe Avenue (Park Avenue).**

REZONING CHECKLIST / GOALS:

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

Hector Espino, owner, is requesting a change of zone from Single-Family Residential District (R-1) to Residential Townhouse District (R-TH). The subject property is located on the north side West Newcombe Avenue with the physically address of 628 West Newcombe Avenue (Park Avenue). The property is legally described as being the W46'-S100' out of Lots 18 & E22'-S100' out of Lot 19, Block 1, Eula Young Subdivision, Pharr, Hidalgo County, Texas.

The subject site currently consists of two (2) tracts of land with the frontage of approximately 68.0 feet along West Newcombe Avenue and has a depth of approximately 100.0 feet. West Newcombe Avenue is a 50'–60' local street, which runs east and west with a posted speed limit of 20 to 30 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Single-Family Residential District (R-1). The surrounding properties are zoned General Business District (C) to the north and Single-Family Residential District (R-1) to the south, east and west. The property is generally designated for single-family residential use in the Land Use Plan.

On March 30, 1982, the northern portion of Lot 178, Kelly-Pharr Tract was zoned to General Business District (C), when the city adopted the current Zoning Ordinance used today. There has been no other zoning request within the general vicinity of the subject property since that time.

The owner is currently in the process of subdividing said property and the request for a change of zone to Residential Townhouse District (R-TH) is in order to construct two residential townhouses.

Ten (10) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

Development Services is recommending **approval** of the request to re-zone to Residential Townhouse District (R-TH) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission voted unanimously to appove the request for a change of zone from Single-Family Residential District (R-1) to Residential Townhouse District (R-TH) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

1. **Approve the rezoning request;**
2. **Table the item for: a) consideration by the full board;**
   b) additional information;
   c) additional time for applicant and adjacent property owners to meet;
3. **Disapprove the request.**

Microsoft Word P\Admin\COZ\Eula young\lot18&19 blk1_hector espino_2017

Pharr
Development Services

REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Hector Espino
APPLICANT

Single-Family Residential District (R-1)
CURRENT ZONE

628 West Newcombe Avenue
ADDRESS

Residential Townhouse District (R-TH)
PROPOSED ZONE

		YES	NO
1	Does the property meet the minimum area requirements for the proposed zone?	X	
2	Does the property have adequate ingress and egress?	X	
3	Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	X	
4	Is the property located along a major thoroughfare?		X
5	Will the property have adequate parking for the proposed use?	X	
6	Will the property have adequate landscaping as per City Ordinance?	X	
7	Will the zone change increase the volume of traffic?	X	
8	Will a buffer be required?	X	
9	Is the proposed change in line with the Future Land Use Plan?	X	

STAFF RECOMMENDATIONS: **Approval**

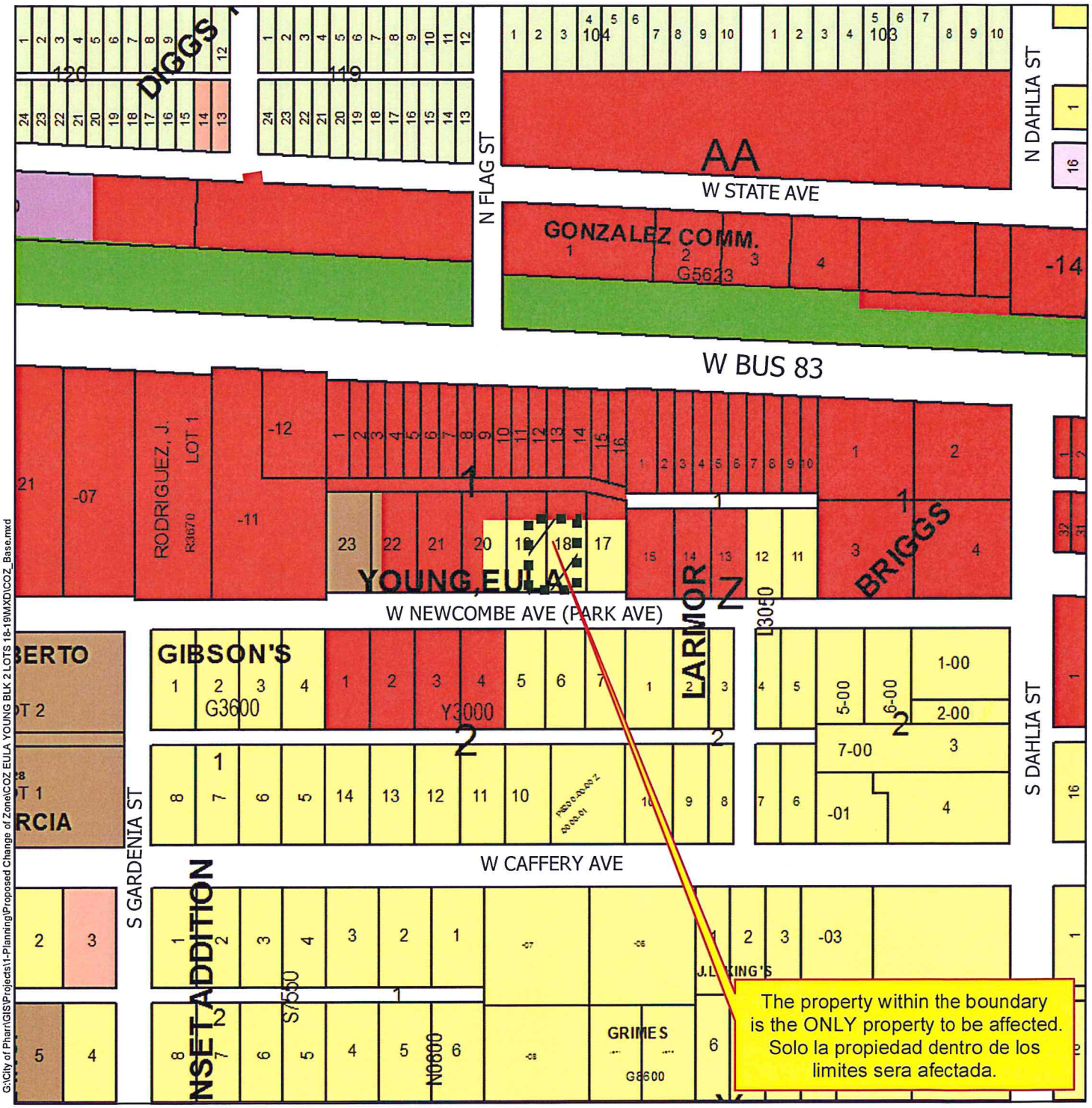
Della Robles
PREPARED BY

10.04.2017
DATE

Proposed Change of Zone
W46'-S100' of Lot 18 & E22'-S100'
of Lot 19 Blk 1 Eula Young Subdivision
Hector Espino/ Hector Espino

Pharr
All-America City
2006

Pharr Engineering



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Agricultural Open Space
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Planned Unit Development

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

City of Pharr, Texas
Engineering Department
956.702.5355

N W E S

Date: 9/19/2017

Proposed Change of Zone
W46'-S100' of Lot 18 & E22'-S100'
of Lot 19 Blk 1 Eula Young Subdivision
Hector Espino/ Hector Espino

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Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

N W E S

City of Pharr, Texas
Engineering Department
956.702.5355

Date: 9/19/2017

PLAT OF

PARK AVENUE SUBDIVISION

A 0.156 ACRE TRACT OF LAND (6,800.00 SQ. FT.) OUT OF THE WEST 46.00 FEET OF LOT 18, BLOCK 1, AND THE EAST 22.00 FEET OF LOT 19, BLOCK 1, OUT OF THE EULA YOUNG SUBDIVISION, AS PER MAP RECORDED IN VOL. 10, PAGE 43, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE PARK AVENUE SUBDIVISION, IN THE CITY OF PHARR, COUNTY OF HIDALGO, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DOES (DO) HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

_____
HECTOR ESPINO DATE
603 W. BUSINESS 83
PHARR, TX 78577

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSONS WHOSE NAMES SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF_____, 20__.

_____
NOTARY PUBLIC

APPROVAL BY THE CITY OF PHARR PLANNING COMMISSION:
I, THE UNDERSIGNED CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

APPROVED THIS THE _____ DAY OF _____, 20__.

_____
DANNY WYLIE, CHAIRMAN, CITY OF PHARR PLANNING & ZONING COMMISSION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
AMBROSIO HERNANDEZ DATE
MAYOR, CITY OF PHARR

_____ _____
CITY CLERK DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, RENE BARRERA, A REGISTERED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

For Review Only
9/15/17

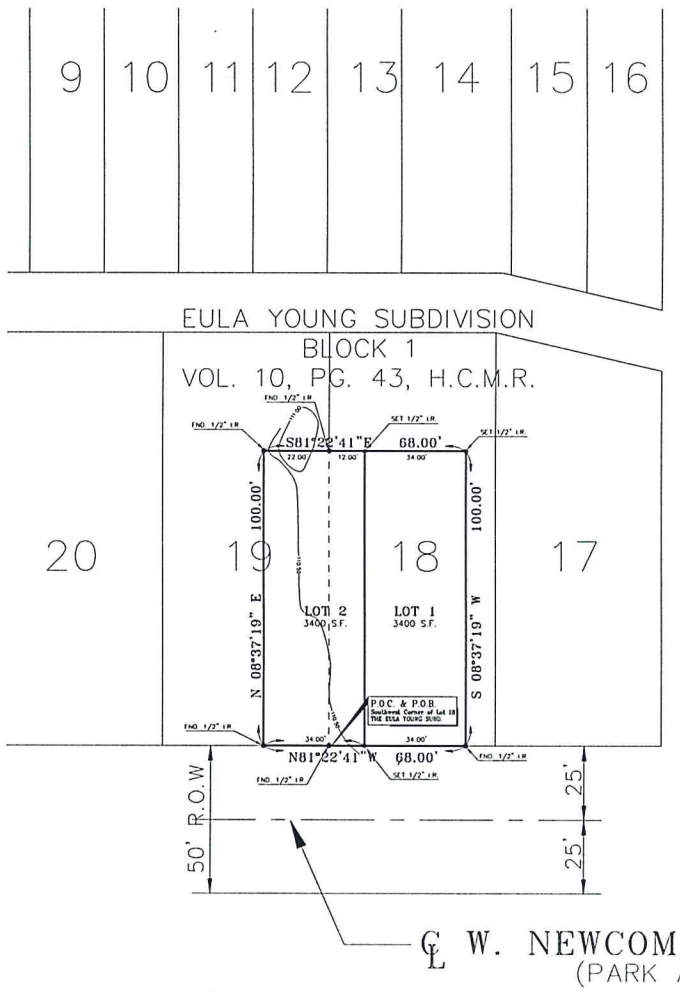
RENE BARRERA, PE # 86862

STATE OF TEXAS
RENE BARRERA
86862
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PHARR SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.

_____
LEO LOZANO RODRIGUEZ JR., R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR #2448
P.O. BOX 1830 EDINBURG, TEXAS 78540
FIRM NO. 101702-00



SCALE: 1"=20'

LEGEND
● - DENOTES FOUND 1/2" ROD
⊕ - DENOTES FOUND "X" MARK
O - DENOTES NO MONUMENT
● - DENOTES SET 1/2" ROD
U.E. - UTILITY EASEMENT
ESMT. - EASEMENT

METES AND BOUNDS DESCRIPTION

A 0.156 ACRE TRACT OF LAND (6,800.00 SQ. FT.) OUT OF THE WEST 46.00 FEET OF LOT 18, BLOCK 1, AND THE EAST 22.00 FEET OF LOT 19, BLOCK 1, OUT OF THE EULA YOUNG SUBDIVISION, AS PER MAP RECORDED IN VOL. 10, PAGE 43, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A HALF INCH (1/2) IRON ROD, FOUND AT THE SOUTHWEST CORNER OF LOT 18, SAID POINT BEING THE POINT OF BEGINNING;

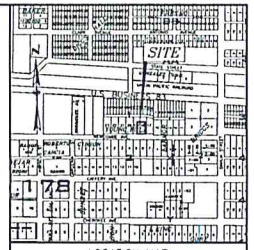
THENCE, NORTH 81°22'41" WEST, ALONG THE SOUTH LINE OF LOT 19, A DISTANCE OF 22.00 FEET TO A HALF INCH (1/2) IRON ROD, FOUND AT THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, NORTH 08°37'19" EAST, PARALLEL WITH THE EAST LINE OF SAID LOT 19, A DISTANCE OF 100.00 FEET TO A HALF INCH (1/2) IRON ROD, FOUND AT THE NORTHWEST CORNER OF THIS TRACT;

THENCE, SOUTH 81°22'41" EAST, A DISTANCE OF 22.00 FEET PASS A FOUND HALF INCH (1/2) IRON ROD, AND AT A TOTAL DISTANCE OF 68.00 FEET, TO A HALF INCH (1/2) IRON ROD, SET AT THE NORTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH 08°37'19" WEST, PARALLEL WITH THE WEST LINE OF SAID LOT 18, A DISTANCE OF 100.00 FEET TO A HALF INCH (1/2) IRON ROD, FOUND AT THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, NORTH 81°22'41" WEST, ALONG THE SOUTH LINE OF LOT 18, A DISTANCE OF 46.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.156 ACRES GROSS OF LAND (6,800.00 SQ. FT.) MORE OR LESS.



LOCATION MAP
SCALE 1"= 500'

PARK AVENUE SUBDIVISION IS LOCATED IN THE CITY OF PHARR, HIDALGO COUNTY, ON THE NORTH SIDE OF NEWCOMBE AVE. AND APPROX. 600 FEET WEST OF DAHLIA STREET.

PREPARED BY: BARRERA INFRASTRUCTURE GROUP, INC.
DATE PREPARED: 3/1/17
DATE SURVEYED: 2/15/17

GENERAL NOTES :

1. THIS SUBDIVISION IS IN ZONE "B", DEFINED AS: 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 (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. F.I.R.M. COMMUNITY PANEL NO.: 480347 0005 C EFFECTIVE DATE: OCTOBER 19, 1982
2. MINIMUM FINISHED FLOOR ELEVATION IS 18 INCHES ABOVE TOP OF CURB MEASURED AT FRONT CENTER OF EACH LOT.
3. SETBACKS AS PER CITY OF PHARR ORDINANCE
4. DEVELOPER TO INSTALL A 5 FT. CONCRETE SIDEWALK ALONG NEWCOMBE AVE. AT THE TIME OF SUBDIVISION CONSTRUCTION. ALL SIDEWALKS ARE REQUIRED TO MEET CITY STANDARDS AND A.D.A. REQUIREMENTS.
5. NO BUILDING ALLOWED OVER ANY EASEMENT.
6. CITY OF PHARR BENCHMARK #43, LOCATED ON THE NORTH SIDE OF U.S. EXPRESSWAY 281, APPROXIMATELY 1/4 MILE WEST OF CAGE BLVD. PHARR DATUM, N=16596625.737, E=1086605.451, TEXAS STATE PLANE COORDINATE SYSTEM SOUTH ZONE, ELEVATION 110.53 (NAVD88)
7. LANDSCAPING AS PER CITY ORDINANCE.
8. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
9. EROSION / SEDIMENTATION CONTROL SHALL BE IN ACCORDANCE WITH THE CURRENT TPDES GUIDELINES
10. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE PLAN REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENT.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT. NO. 1

_____ _____
PAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

HIDALGO COUNTY IRRIGATION DISTRICT #2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT #2 ON THIS, THE ____ DAY OF _____ 20 ___

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAYS OR EASEMENTS.

_____ ATTEST: _____
PRESIDENT SECRETARY

HIDALGO COUNTY
STATE OF TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY _____ DEPUTY

PRELIMINARY PLAT REVIEW
THIS DOCUMENT HAS BEEN RELEASED FOR
PLAT REVIEW BY RENE BARRERA, P.E. No. 86862.
SEPT - 2017

BARRERA INFRASTRUCTURE GROUP INC
ENGINEERING
CONSULTING CIVIL ENGINEERS

FIRM # 6435
6521 N. 10th ST.
SUITE C
McAllen, Texas 78504
956-687-3355
956-992-8801 (FAX)

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	HECTOR ESPINO	603 W. BUSINESS 83	PHARR, TX 78577		
ENGINEER:	RENE BARRERA	6521 N. 10TH ST., BLDG C	McALLEN, TX 78504	956-687-3355	956-992-8801
SURVEYOR:	LEO RODRIGUEZ	P.O. BOX 1830	EDINBURG, TX 78540		

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.E.4.
DATE SUBMITTED: October 10, 2017
MEETING DATE: October 16, 2017

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Campero Legacy Properties, LLC is requesting a change of zone from Agricultural and/or Open Space District (A-O) to a Limited Industrial District (L-I). The subject property is located on the north side of West Anaya Road and is physically located between the 700 and 900 Block of West Anaya Road. The property is legally described as being 7.43 acres gross, more or less, out of Lots 358 & 359, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason: N/A

Issue: Campero Legacy Properties, LLC is requesting a change of zone from Agricultural and/or Open Space District (A-O) to a Limited Industrial District (L-I). COZ #170951

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request to re-zone to Limited Industrial District (L-I) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) to a Limited Industrial District (L-I) subject to staff's recommendations.

Alternatives: N/A

ROUTING:

Rita Galvan Created/Initiated - 10/10/2017

Roland Gomez	Approved - 10/11/2017
Melanie Cano	Approved - 10/11/2017
City Management Office	Final Approval - 10/11/2017

Pharr
Development Services
Implementing your vision, improving your City

STANDARDIZED RECOMMENDATION FORM

MEETING DATE: **October 16, 2017**

ROUTE TO BOARD:

☒ **CITY COMMISSION** **AGENDA ITEM:** **COZ:#170951**

☐ **PLANNING & ZONING COMMISSION** **DATE SUBMITTED:** **September 15, 2017**

1. **Applicant:** Campero Legacy Properties, LLC, owner.

2. **Requested Action:** Re-zoning request from Agricultural and/or Open Space District (A-O) to a Limited Industrial District (L-I).

3. **Nature / Intent of Request:** To develop said property for industrial use.

4. **Routing to Staff:**

	Initials	Date	
A. Melanie Cano, Director		10/09/2017	☒ Approval ☐ Denial
B. Planning Staff Recommendations		10/09/2017	☒ Approval ☐ Denial
C. Planning and Zoning Commission		10/09/2017	☒ Approval ☐ Denial
D. City Attorney			☐ Approval ☐ Denial
E. City Manager			☐ Approval ☐ Denial

Pharr
Development Services

Pharr
All-America City
2006

MEMORANDUM

DATE: OCTOBER 16, 2017

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

SUBJECT: **Re-zoning Request: From Agricultural and/or Open Space District (A-O) to a Limited Industrial District (L-I): Being 7.43 acres gross, more or less, out of Lots 358 & 359, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located between the 700 and 900 Block of West Anaya Road.**

REZONING CHECKLIST / GOALS:

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

Campero Legacy Properties, LLC is requesting a change of zone from Agricultural and/or Open Space District (A-O) to a Limited Industrial District (L-I). The subject property is located on the north side of West Anaya Road and is physically located between the 700 and 900 Block of West Anaya Road. The property is legally described as being 7.43 acres gross, more or less, out of Lots 358 & 359, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The subject property currently consists of two (2) tracts which has a frontage of approximately 511.50 feet along West Anaya Road and has a depth of approximately 633.97 feet. West Anaya Road is an 80' major collector, which runs east and west with a posted speed limit of 30 miles or less per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Agricultural and/or Open Space District (A-O). The surrounding properties are zoned Agricultural and/or Open Space District (A-O) to the north and west and Limited Industrial District (L-I) to the east and south. The property is generally designated for industrial use in the Land Use Plan.

The west portion of the property was annexed on June 03, 2003, and the east portion was annexed on November 11, 1994, as part of the extension of the city limit boundaries to the City of Pharr. One of the properties to the south was rezoned to Limited Industrial District (L-I) on February 18, 2003 and the other on February 21, 1995. The property to the east was rezoned to Limited Industrial District (L-I) on June 03, 2014. There has been no other zoning request within the general vicinity of the subject property since that time.

The owner is currently in the subdivision process of said property and the request for a change of zone to Limited Industrial District (L-I) is in order to develop the property for industrial use.

Four (4) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

Development Services is recommending **approval** of the request to re-zone to Limited Industrial District (L-I) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) to a Limited Industrial District (L-I) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

1. **Approve the rezoning request;**
2. **Table the item for: a) consideration by the full board;**
   b) additional information;
   c) additional time for applicant and adjacent property owners to meet;
3. **Disapprove the request.**

Microsoft Word P\Admin\COZ\K-P L-358&359_campero legacy properties\2017

Pharr
Development Services

REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Campero Legacy Properties, LLC, owner.
APPLICANT

Agricultural and/or Open Space District (A-O)
CURRENT ZONE

Between the 700 and 900 Block of West Anaya Road
ADDRESS

Limited Industrial District (L-I)
PROPOSED ZONE

		YES	NO
1	Does the property meet the minimum area requirements for the proposed zone?	X	
2	Does the property have adequate ingress and egress?	X	
3	Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	X	
4	Is the property located along a major thoroughfare?	X	
5	Will the property have adequate parking for the proposed use?	X	
6	Will the property have adequate landscaping as per City Ordinance?	X	
7	Will the zone change increase the volume of traffic?	X	
8	Will a buffer be required?	X	
9	Is the proposed change in line with the Future Land Use Plan?	X	

STAFF RECOMMENDATIONS: **Approval**

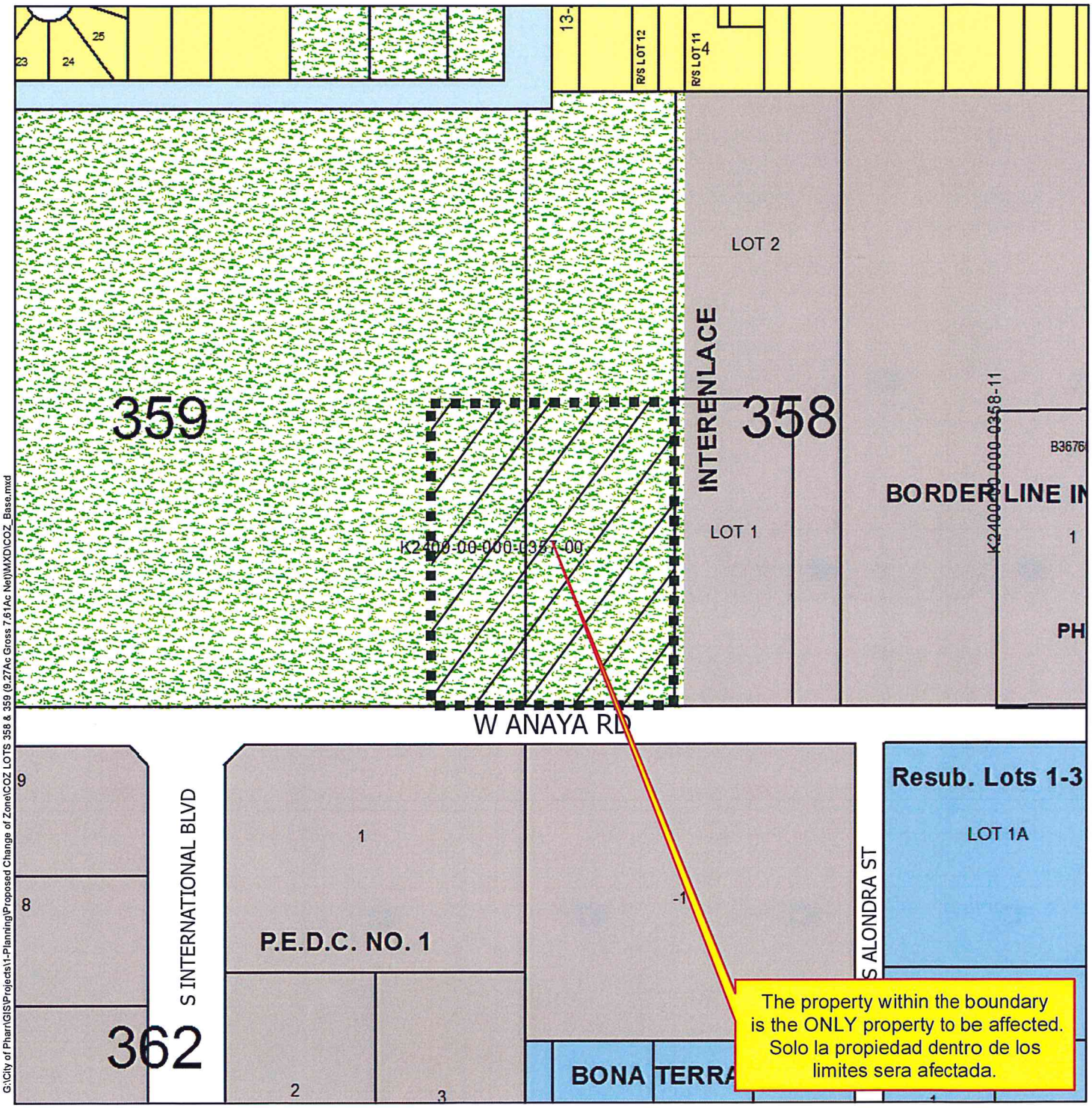
Della Robles
PREPARED BY

10.04.2017
DATE

Proposed Change of Zone
7.43Ac Gross (6.99Ac Net) Kelly-Pharr
Subdivision Lots 358-359, Proposed Lot 1
Campero Legacy Properties, LLC/ Adolfo Campero Jr

Pharr All-America City 2006

Pharr Engineering



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Change of Zone\COZ LOTS 358 & 359 (9.27Ac Gross 7.61Ac Net)\MXD\COZ_Base.mxd

Agricultural Open Space
Single Family
Single Family Small Lot
Two Family
Medium Density Multi-Family
High Density Multi-Family
Mobile Home
Townhouse
HUD Code
Rail Road R.O.W.
Government Owned
General Business
Business District
Drainage Easement
Heavy Commercial
Heavy Industrial
Limited Industrial
Neighborhood Commercial
Office Professional
PSJA ISD
Hidalgo ISD
Valley View ISD
Planned Unit Development

Scale: 1 inch = 300 feet

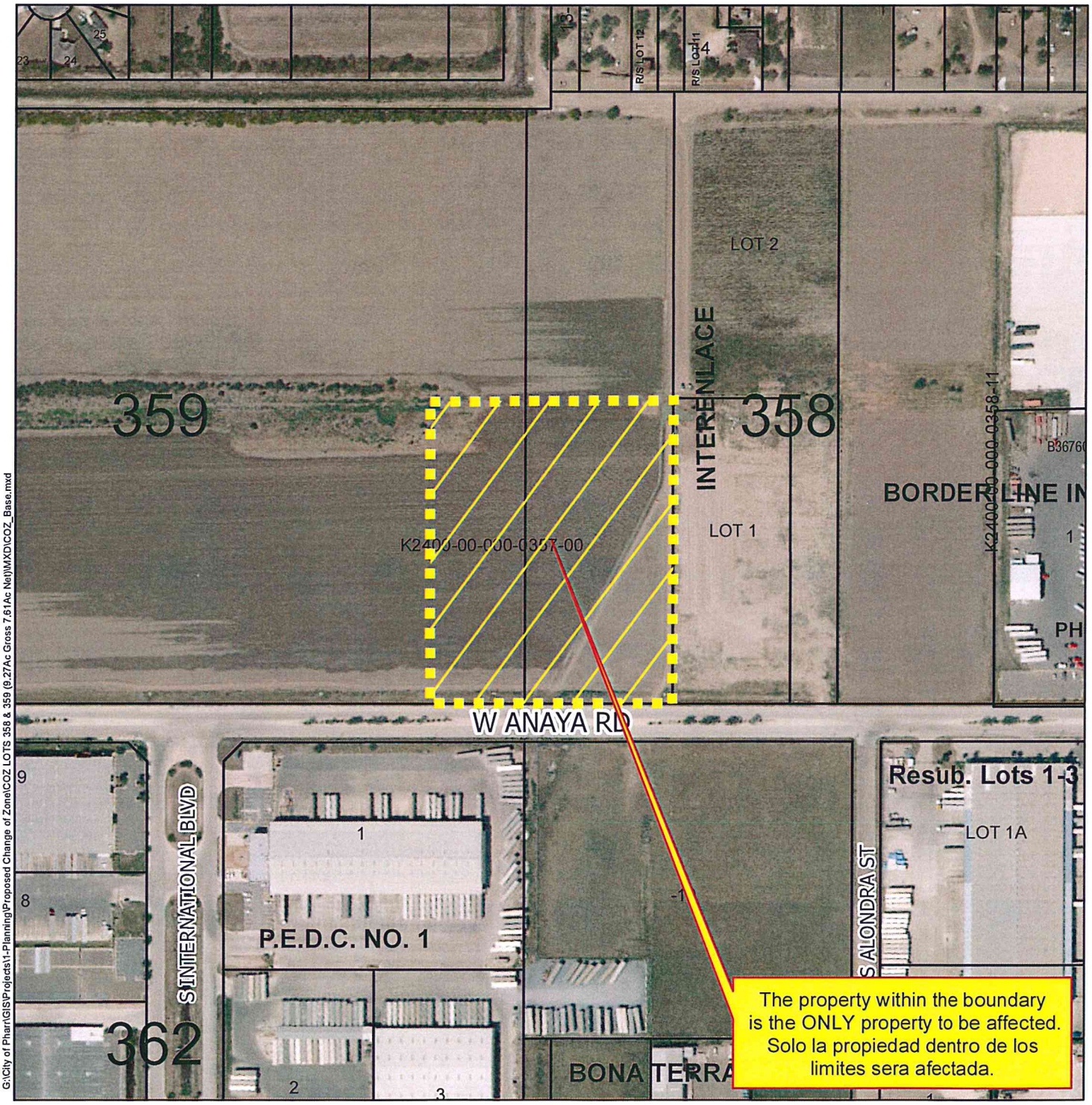
0 150 300 600 900 1,200 Feet

City of Pharr, Texas
Engineering Department
956.702.5355

Date: 9/19/2017

Proposed Change of Zone
7.43Ac Gross (6.99Ac Net) Kelly-Pharr
Subdivision Lots 358-359, Proposed Lot 1
Campero Legacy Properties, LLC/ Adolfo Campero Jr

Pharr Engineering



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Change of Zone\COZ LOTS 358 & 359 (9.27Ac Gross 7.61Ac Net)\MXD\COZ_Base.mxd

Agricultural Open Space	High Density Multi-Family	Government Owned	Heavy Industrial	Hidalgo ISD
Single Family	Mobile Home	General Business	Limited Industrial	Valley View ISD
Single Family Small Lot	Townhouse	Business District	Neighborhood Commercial	Planned Unit Development
Two Family	HUD Code	Drainage Easement	Office Professional	
Medium Density Multi-Family	Rail Road R.O.W.	Heavy Commercial	PSJA ISD	

Scale: 1 inch = 300 feet

0 150 300 600 900 1,200 Feet

City of Pharr, Texas
Engineering Department
956.702.5355

N W E S

Date: 9/19/2017

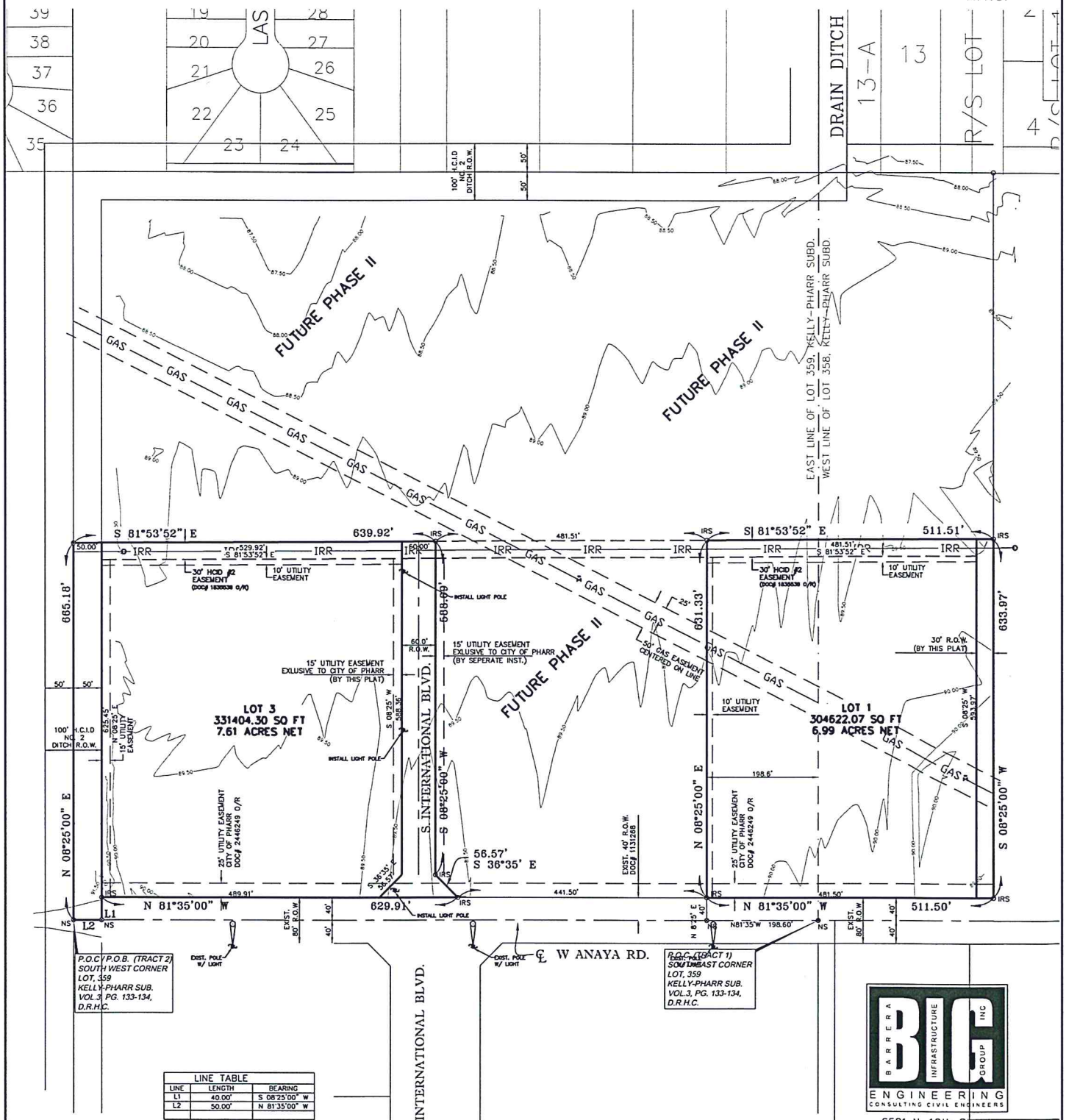
PLAT OF

PHARR LOGISTICS CENTER PHASE I

(A.K.A. CAMPERO SUBD. PHASE I)

A 16.7 ACRE GROSS, 14.58 ACRE NET, TRACT OF LAND BEING PART OR PORTION OF LOT 358, AND LOT 359 KELLY–PHARR SUBDIVISION AS RECORDED IN MAP VOLUME 3 PAGES 133–134, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

N.T.S.



LINE TABLE		
LINE	LENGTH	BEARING
L1	40.00'	S 08°25'00" W
L2	50.00'	N 81°35'00" W

BARRERA INFRASTRUCTURE GROUP INC
ENGINEERING
CONSULTING CIVIL ENGINEERS
6521 N. 10th Street
SUITE C
McAllen, Texas 78504
956-687-3355
956-992-8801 (FAX)

Barrera Infrastructure Group, Inc.

EXHIBIT B

Drainage Calculations

Lot 1, Campero Subdivision

I. General Information

1) Governing Equation: Q=CIA (Rational Method), TxDOT IDF Curves for Hidalgo County & Manning's Equation (normal depth calculations)

2) TxDOT Intensity Constants for Hidalgo County: $i=a/(T_c+d)^e$

10 year storm		25 year storm	
b=	27	b=	26
e=	0.778	e=	0.771
d=	9.2	d=	9.2

where T_c is calculated with an average overland flow vel (0.2% slopes):

a) existing unimproved condozone: vel=0.30 ft/sec

b) proposed asphaltic condozone: vel=0.5 ft/sec

c) proposed pipe flow: vel=2 ft/sec

3) Accepted Runoff Coefficients:

a) impervious area, c= 0.90 ref. TxDOT Hydraulic Manual

b) unimproved, c= 0.20 ref. TxDOT Hydraulic Manual

4) Total Area = 0.96 ac

II. Existing Conditions (10 yr Flow)

c= 0.2

Area =0.96

T_c = 813 ft (0.30 ft/sec x 60 sec) = 13.5 min.

i (10 yr) = a/(Tc+d)^e = 3.98 in/hr

Q = CIA = (0.20)(3.98 in/hr)(0.96 ac) = 5.43 cfs

Total Exist. 10 year Flow = 5.43 cfs

III. Developed Conditions (25 year post developed flow)

Weighted C

Impervious Area: Paved Areas & Warehouse = 0.83 ac

Green Areas: 1.96 ac

c=(0.83 x 0.90) +(1.96 x 0.20)/(0.96 = 0.70

T_c =813 ft (0.30 ft/sec x 60 sec) = 13.5 min.

i (25 yr) = a/(Tc+d)^e = 4.73 in/hr

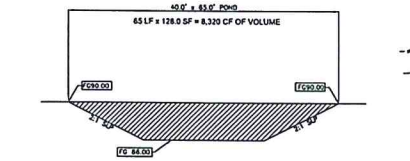
Q = CIA = (0.70)(5.13 in/hr)(0.96 ac) = 20.29 cfs

Total 25 year developed Flow = 20.1 cfs

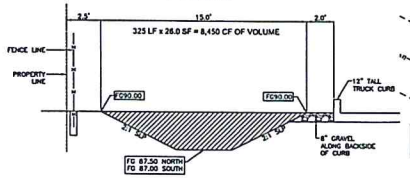
EXHIBIT C
CITY OF PHARR
25 YEAR STORM WATER DETENTION REQUIREMENTS
LOT 1 CAMPERO SUBDIVISION

Time (minutes)	I (25 year) (in/hr)	Q (25 yr) (c.f.s.)	Vol. (c.f.)	Qexist.(10 yr. (c.f.s.)	Vol. exist. (c.f.)	Vol. stored (25yr)(c.f.)
5	12.87	61.99	18,598	5.43	1,629	16,969
10	10.04	49.13	29,475	5.43	3,258	26,217
15	8.40	41.10	36,991	5.43	4,887	32,104
20	7.27	35.57	42,687	5.43	6,516	36,171
25	6.42	31.46	47,193	5.43	8,145	39,048
30	5.78	28.33	50,995	5.43	9,774	41,221
35	5.28	25.84	54,254	5.43	11,403	42,851
40	4.88	23.78	57,072	5.43	13,032	44,040
45	4.51	22.07	59,562	5.43	14,661	44,921
50	4.21	20.62	61,799	5.43	16,290	45,509
55	3.96	19.36	63,942	5.43	17,918	46,023
60	3.74	18.35	65,879	5.43	19,548	46,331
65	3.54	17.37	67,553	5.43	21,177	46,376
70	3.37	16.49	69,256	5.43	22,806	46,450
75	3.21	15.71	70,878	5.43	24,435	46,244
80	3.07	15.03	72,153	5.43	26,064	46,039
85	2.95	14.43	73,615	5.43	27,693	45,922
90	2.83	13.85	74,771	5.43	29,322	45,453
95	2.73	13.36	76,140	5.43	30,951	45,189
100	2.63	12.87	77,212	5.43	32,580	44,632
105	2.54	12.43	78,298	5.43	34,209	44,089
110	2.46	12.04	79,443	5.43	35,838	43,605

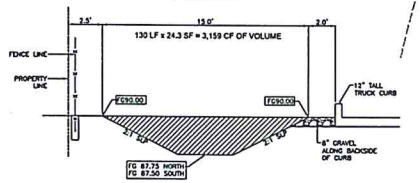
In accordance with the City of Pharr Storm Drainage Policy, the peak 25 year rate for runoff for this development will be mitigated to the existing 10-year storm water runoff. A total of 48,450 cubic-feet of storm water runoff will be required to be detained while not releasing more than the existing 10 Year runoff rate of 5.43 cfs.



POND A



POND B



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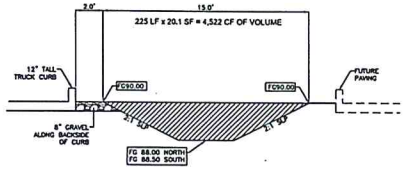
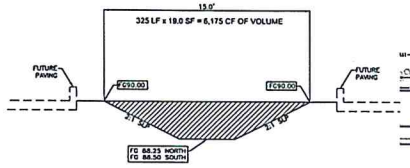


POND D

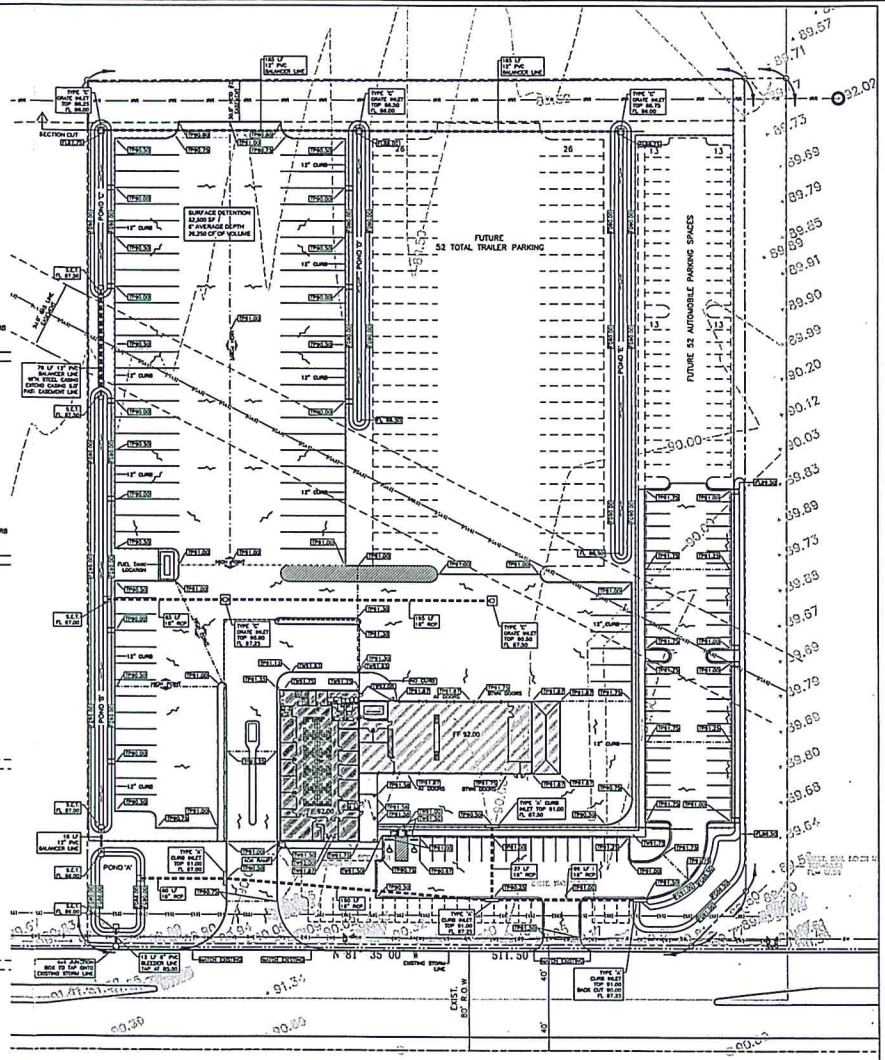


POND E

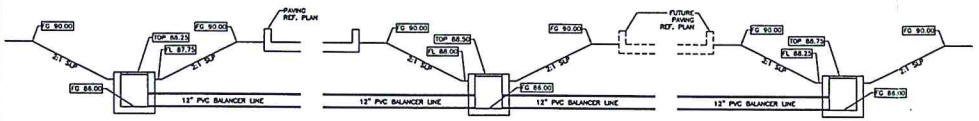
CF VOLUME TOTALS
POND A - 8,320 CF
POND B - 8,450 CF
POND C - 3,159 CF
POND D - 4,522 CF
POND E - 6,175 CF
TOTAL POND VOLUME = 30,626 CF

SURFACE VOLUME = 26,250 CF

TOTAL DETENTION VOLUME = 56,876 CF



A SITE GRADING PLAN
SCALE : 1" = 40'-0



SECTION CUT AT PONDS AND BALANCER LINE

jmerc DESIGN
DRAFTING AND DESIGN SERVICE
EDINBURG, TEXAS
jmercDESIGN@bcglobal.net
956-791-0533

THESE DRAWINGS SHALL REMAIN THE PROPERTY OF jmercDESIGN. THEY MAY NOT BE RE-USED, REPRODUCED OR ALTERED IN ANY WAY WITHOUT PRIOR WRITTEN APPROVAL FROM AND WITH APPROPRIATE COMPENSATION TO jmercDESIGN.

BIG ENGINEERING
6316 N. 10th STREET
BLDG A, SUITE 300
McALLEN, TEXAS 78504
956-687-3355

TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM No: 6435

Campero Truck Terminal
Campero Subdivision Lot 1
Grading Plan
Pharr, Texas

ISSUES AND REVISIONS

Grading Plan
TITLE

04-11-17
ISSUE DATE

JOB NUMBER

Jmerc
DRAWN BY

CHECKED BY

SHEET NUMBER
C3.1

STATE OF TEXAS
RENE BARRERA
86062
LICENSED
PROFESSIONAL ENGINEER

04-11-17

Rene Barrera, P.E.
Licensed Professional Engineer
Texas Engineer License No. 86062

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.E.5.
DATE SUBMITTED: October 10, 2017
MEETING DATE: October 16, 2017

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Campero Holdings Company, LLC is requesting a change of zone from Agricultural and/or Open Space District (A-O) to a Limited Industrial District (L-I). The subject property is located on the north side of West Anaya Road and is physically located between the 1100 and 1200 Block of West Anaya Road. The property is legally described as being 9.27 acres gross, more or less, out of Lot 359, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason: N/A

Issue: Campero Holdings Company, LLC is requesting a change of zone from Agricultural and/or Open Space District (A-O) to a Limited Industrial District (L-I). COZ #170949

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request to re-zone to Limited Industrial District (L-I) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) to a Limited Industrial District (L-I) subject to staff's recommendations.

Alternatives: N/A

ROUTING:

Rita Galvan Created/Initiated - 10/10/2017

Roland Gomez	Approved - 10/11/2017
Melanie Cano	Approved - 10/11/2017
City Management Office	Final Approval - 10/11/2017

Pharr
Development Services
Implementing your vision, improving your City

STANDARDIZED RECOMMENDATION FORM

MEETING DATE: **October 16, 2017**

ROUTE TO BOARD:

☒ **CITY COMMISSION** **AGENDA ITEM:** **COZ:#170949**

☐ **PLANNING & ZONING COMMISSION** **DATE SUBMITTED:** **September 15, 2017**

1. **Applicant:** Campero Holdings Company, LLC, owner.

2. **Requested Action:** Re-zoning request from Agricultural and/or Open Space District (A-O) to a Limited Industrial District (L-I).

3. **Nature / Intent of Request:** To develop said property for industrial use.

4. **Routing to Staff:**

	Initials	Date	
A. Melanie Cano, Director	M	10/09/2017	☒ Approval ☐ Denial
B. Planning Staff Recommendations		10/09/2017	☒ Approval ☐ Denial
C. Planning and Zoning Commission		10/09/2017	☒ Approval ☐ Denial
D. City Attorney			☐ Approval ☐ Denial
E. City Manager			☐ Approval ☐ Denial

Pharr
Development Services

Pharr
All-America City
2006

MEMORANDUM

DATE: **OCTOBER 16, 2017**

TO: **MAYOR AND CITY COMMISSION**

FROM: **DEVELOPMENT SERVICES**

SUBJECT: **Re-zoning Request: From Agricultural and/or Open Space District (A-O) to a Limited Industrial District (L-I): Being 9.27 acre gross, more or less, out of Lot 359, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located between the 1100 and 1200 Block of West Anaya Road.**

REZONING CHECKLIST / GOALS:

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

Campero Holdings Company, LLC is requesting a change of zone from Agricultural and/or Open Space District (A-O) to a Limited Industrial District (L-I). The subject property is located on the north side of West Anaya Road and is physically located between the 1100 and 1200 Block of West Anaya Road. The property is legally described as being 9.27 acres gross, more or less, out of Lot 359, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The subject property currently consists of one (1) lot, which has a frontage of approximately 629.91 feet along West Anaya Road and has a depth of approximately 665.18 feet. West Anaya Road is an 80' major collector, which runs east and west with a posted speed limit of 30 miles or less per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Agricultural and/or Open Space District (A-O). The surrounding properties are zoned Agricultural and/or Open Space District (A-O) to the north, east and west and Limited Industrial District (L-I) to the south. The property is generally designated for industrial use in the Land Use Plan.

The property was originally annexed on June 03, 2003 as part of the extension of the city limit boundaries to the City of Pharr. The property to the south was rezoned to Limited Industrial District on February 18, 2003. There has been no other zoning request within the general vicinity of the subject property since that time.

The owner is currently in the subdivision process of said property and the request for a change of zone to Limited Industrial District (L-I) is in order to develop the property for industrial use.

Four (4) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

Development Services is recommending **approval** of the request to re-zone to Limited Industrial District (L-I) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission voted unanimously to **approve** the request for a change of zone from Agricultural and/or Open Space District (A-O) to a Limited Industrial District (L-I) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

1. **Approve the rezoning request;**
2. **Table the item for: a) consideration by the full board;**
   b) additional information;
   c) additional time for applicant and adjacent property owners to meet;
3. **Disapprove the request.**

Microsoft Word P\Admin\COZ\K-P L-359_campero holdings\2017

Pharr
Development Services

REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Campero Holdings Company, LLC, owner.
APPLICANT

Agricultural and/or Open Space District (A-O)
CURRENT ZONE

Between the 1100 and 1200 Block of West Anaya Road
ADDRESS

Limited Industrial District (L-I)
PROPOSED ZONE

		YES	NO
1	Does the property meet the minimum area requirements for the proposed zone?	X	
2	Does the property have adequate ingress and egress?	X	
3	Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	X	
4	Is the property located along a major thoroughfare?	X	
5	Will the property have adequate parking for the proposed use?	X	
6	Will the property have adequate landscaping as per City Ordinance?	X	
7	Will the zone change increase the volume of traffic?	X	
8	Will a buffer be required?	X	
9	Is the proposed change in line with the Future Land Use Plan?	X	

STAFF RECOMMENDATIONS: **Approval**

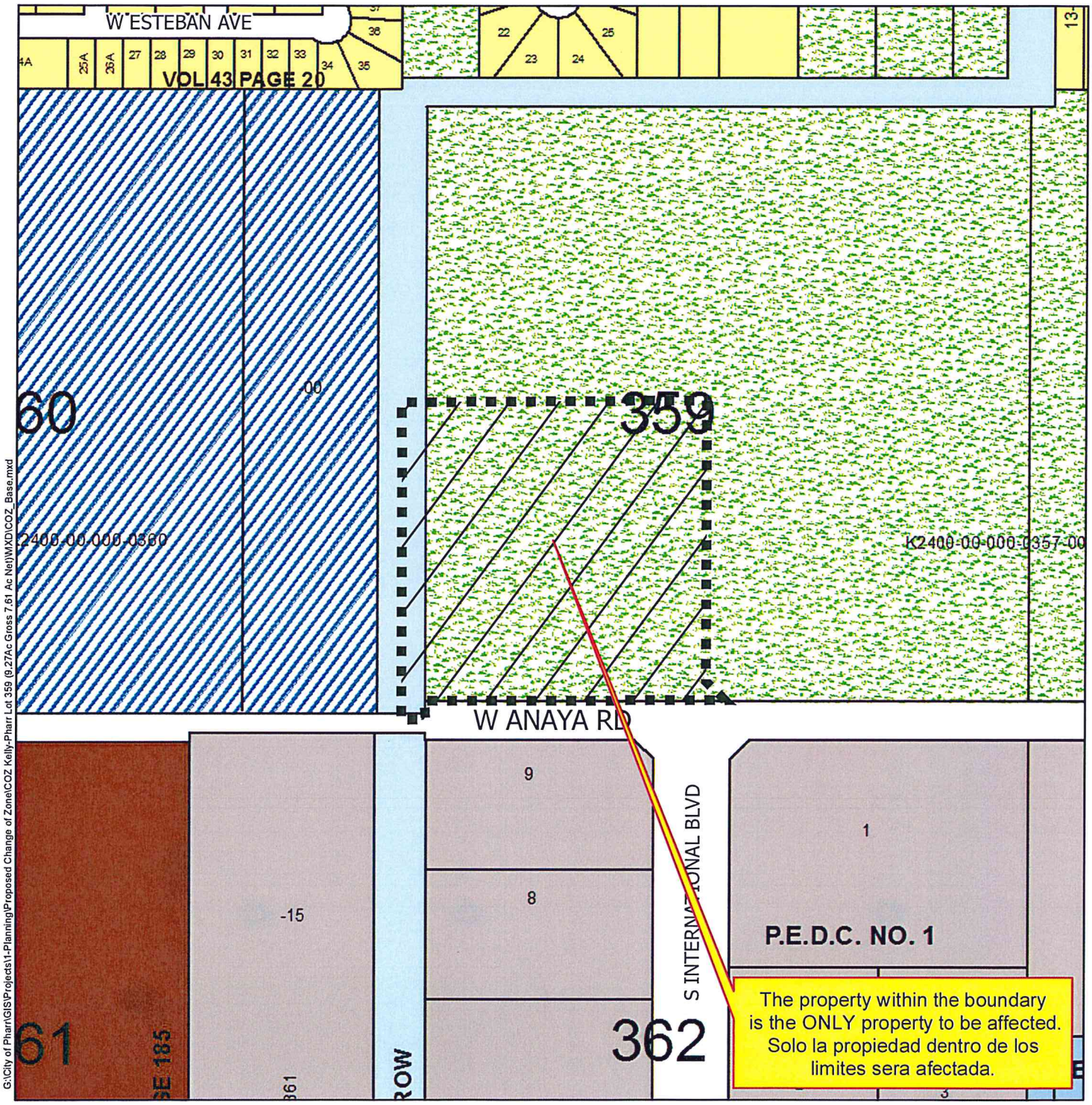
Della Robles
PREPARED BY

10.04.2017
DATE

Proposed Change of Zone
Kelly-Pharr Lot 359 (9.27Ac Gross 7.61Ac Net)
Campero Holdings Company, LLC/ Adolfo Campero

Pharr
All-America City
2006

Pharr Engineering



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Change of Zone\COZ Kelly-Pharr Lot 359 (9.27Ac Gross 7.61 Ac Net)\MXD\COZ_Base.mxd

Agricultural Open Space
Single Family
Single Family Small Lot
Two Family
Medium Density Multi-Family
High Density Multi-Family
Mobile Home
Townhouse
HUD Code
Rail Road R.O.W.
Government Owned
General Business
Business District
Drainage Easement
Heavy Commercial
Heavy Industrial
Limited Industrial
Neighborhood Commercial
Office Professional
PSJA ISD
Hidalgo ISD
Valley View ISD
Planned Unit Development

Scale: 1 inch = 300 feet

0 150 300 600 900 1,200 Feet

N W E S

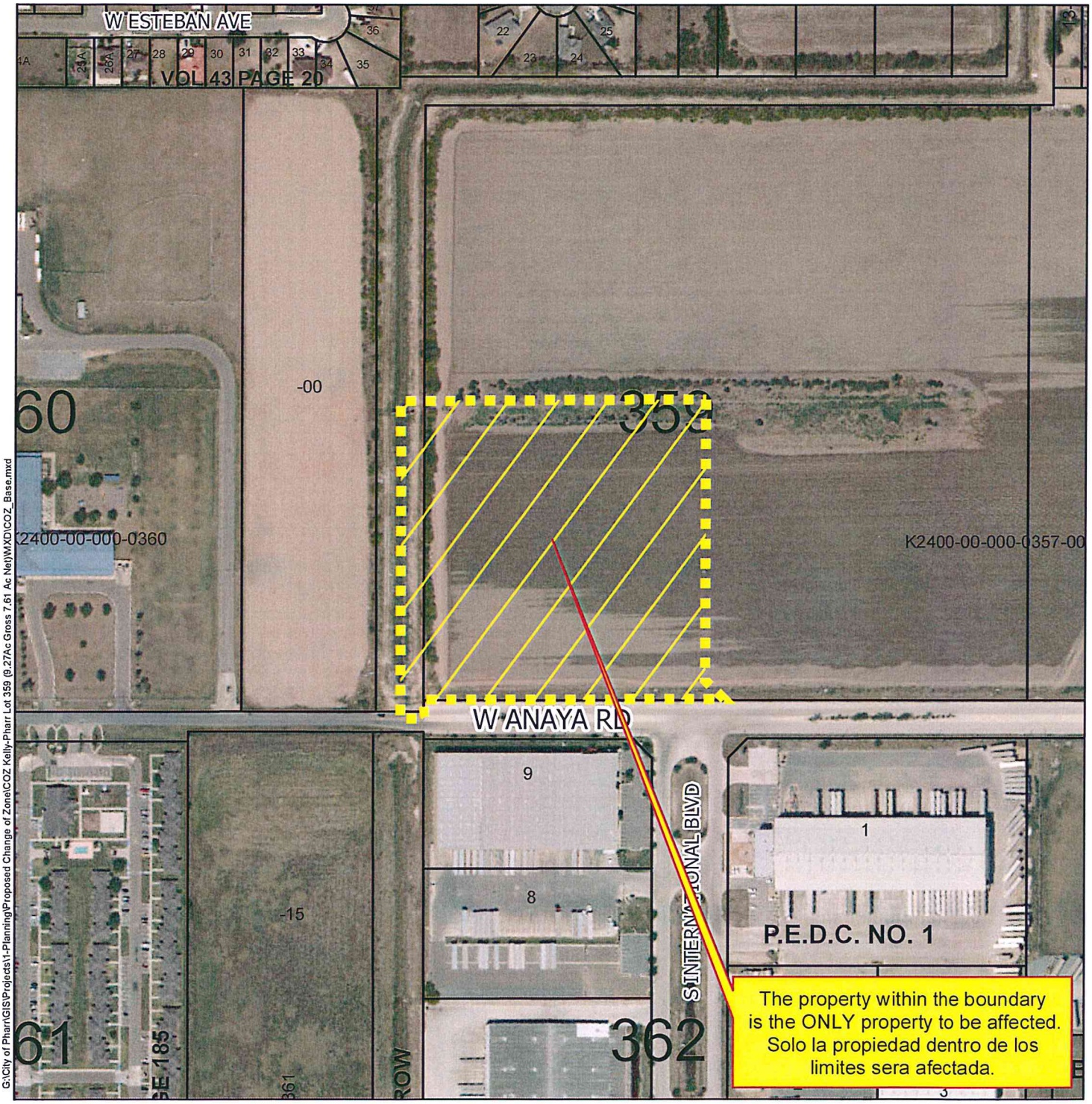
City of Pharr, Texas
Engineering Department
956.702.5355

Date: 9/19/2017

Proposed Change of Zone
Kelly-Pharr Lot 359 (9.27Ac Gross 7.61Ac Net)
Campero Holdings Company, LLC/ Adolfo Campero

Pharr
All-America City
2006

Pharr Engineering



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Change of Zone\COZ Kelly-Pharr Lot 359 (9.27Ac Gross 7.61 Ac Net)\MXD\COZ_Base.mxd

Agricultural Open Space
Single Family
Single Family Small Lot
Two Family
Medium Density Multi-Family
High Density Multi-Family
Mobile Home
Townhouse
HUD Code
Rail Road R.O.W.
Government Owned
General Business
Business District
Drainage Easement
Heavy Commercial
Heavy Industrial
Limited Industrial
Neighborhood Commercial
Office Professional
PSJA ISD
Hidalgo ISD
Valley View ISD
Planned Unit Development

Scale: 1 inch = 300 feet

0 150 300 600 900 1,200 Feet

N W E S

City of Pharr, Texas
Engineering Department
956.702.5355

Date: 9/19/2017

PLAT OF

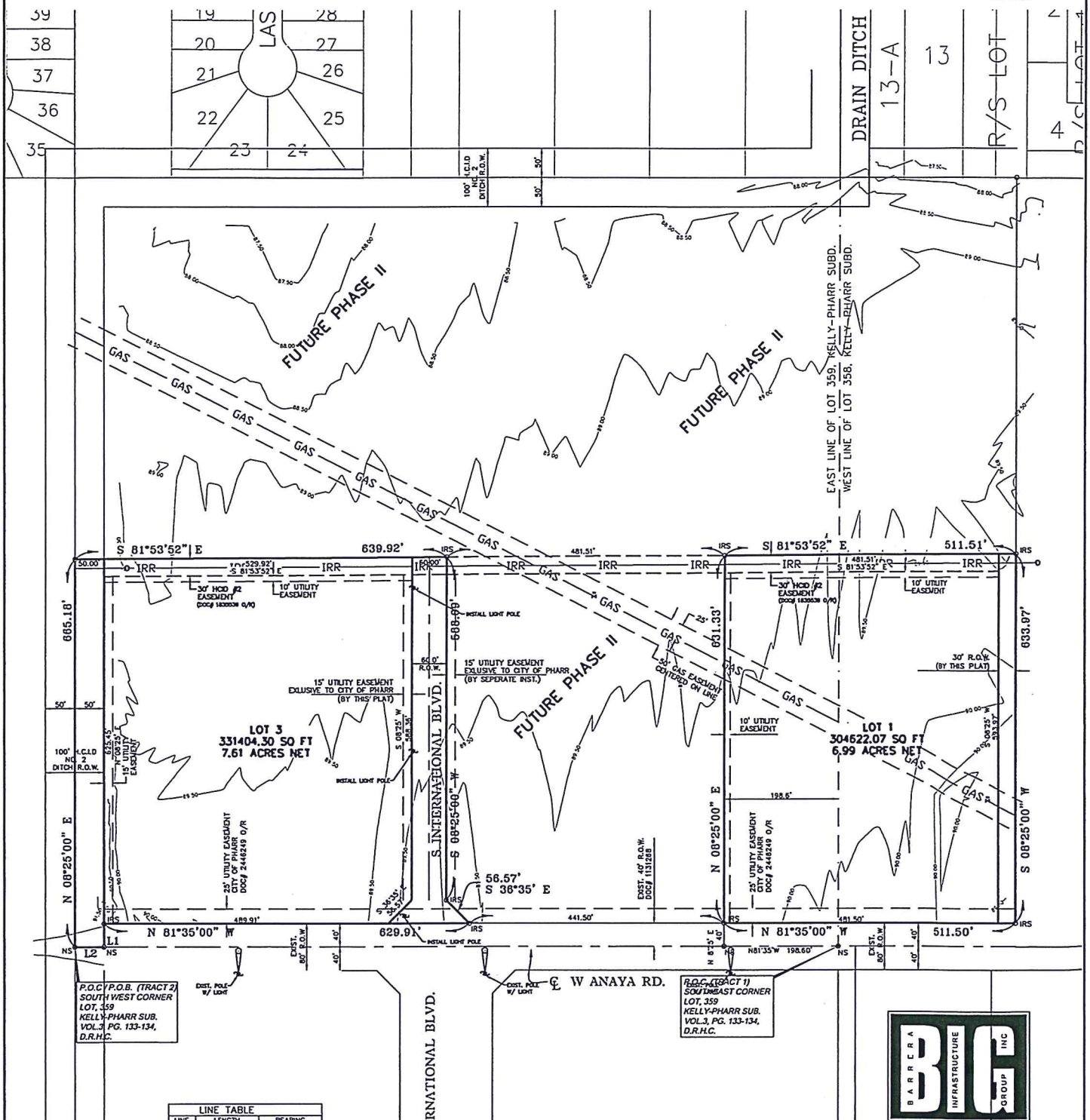
PHARR LOGISTICS CENTER PHASE I

(A.K.A. CAMPERO SUBD. PHASE I)

A 16.7 ACRE GROSS, 14.58 ACRE NET, TRACT OF LAND BEING PART OR PORTION OF LOT 358, AND LOT 359 KELLY–PHARR SUBDIVISION AS RECORDED IN MAP VOLUME 3 PAGES 133–134, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

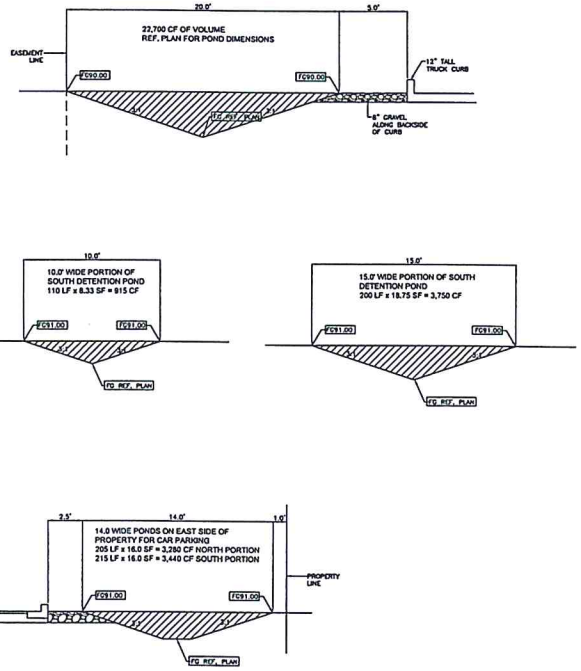
NORTH

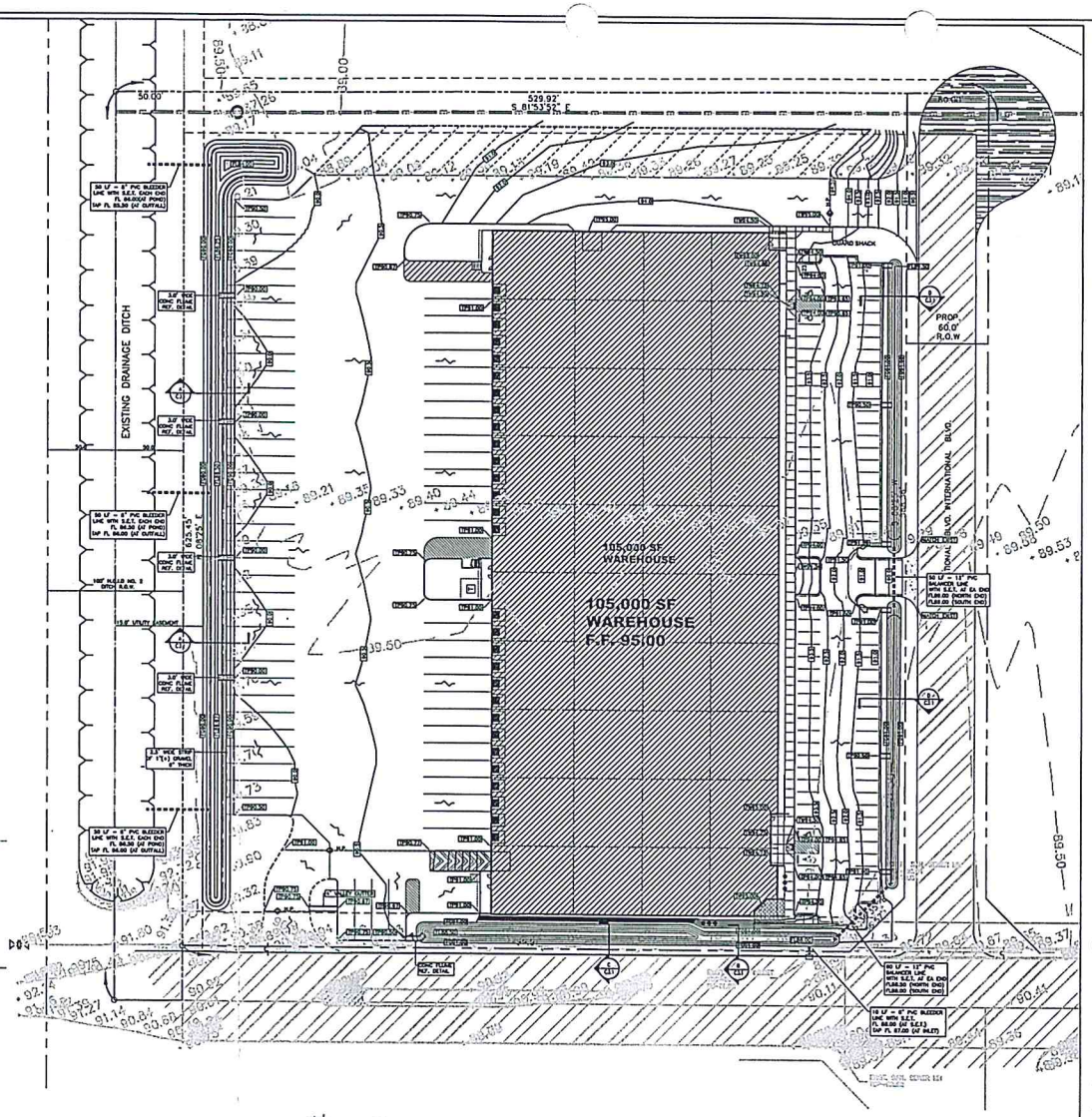
N.T.S.



LINE TABLE		
LINE	LENGTH	BEARING
L1	40.00'	S 08°25'00" W
L2	50.00'	N 81°35'00" W

BARRERA INFRASTRUCTURE GROUP INC
BIG ENGINEERING
CONSULTING CIVIL ENGINEERS
6521 N. 10th Street
SUITE C
McAllen, Texas 78504
956-687-3355
956-992-8801 (FAX)





Barrera Infrastructure Group, Inc. EXHIBIT B

Drainage Calculations
Lot 3, Campero Subdivision

I. General Information

1) Governing Equation: Q=CiA (Rational Method), TxDOT IDF Curves for Hidalgo County &
Manning's Equation (normal depth calculations)
2) TxDOT Intensity Constants for Hidalgo County, Intl %=d/Tc

10 year storm		25 year storm	
b=	67	b=	90
m=	0.778	m=	0.771
n=	0.2	n=	0.2

where Tc is calculated with an average overland flow rel (0-2% slopes)
a) existing unimproved conditions: n=0.35 (clay)
b) proposed commercial conditions: n=0.2 (clay)
c) proposed pipe flow: n=.012 (clay)

3) Accepted Runoff Coefficients:
a) commercial, C=0.90 ref. TxDOT Hydraulic Manual
b) unimproved, C= 0.20 ref. TxDOT Hydraulic Manual

4) Total Area = 7.61 ac

II. Existing Conditions (10 yr Flow)

C= 0.2
Area = 7.61
Tc = 622 W (0.30 Wmax x 60 sec) = 5.1 min.
I (10 yr) = b/(Tc+d)^n = 3.38 in/hr
Q = CiA = (0.2)(3.37 in/hr)(7.61 ac) = 5.15 cfs

Total Exist. 10 year Flow = 5.15 cfs

III. Developed Conditions (25 year post developed flow)

Weighted C:
Impervious Area: Paved Areas & Warehouse = 3.51 ac
Grass Area = 3.10 ac
C=(3.51 x 0.90) +(3.10 x 0.20)/7.61 = 0.71
Tc = 622 W (0.30 Wmax x 60 sec) = 10.7 min.
I (25 yr) = b/(Tc+d)^n = 5.71 in/hr
Q = CiA = (0.71)(5.71 in/hr)(7.61ac) = 30.93 cfs

Total 25 year developed Flow = 30.8 cfs

EXHIBIT C
CITY OF PHARR
25 YEAR STORM WATER DETENTION REQUIREMENTS
LOT 3 CAMPERO SUBDIVISION

Time (minutes)	I (25 year) (in/hr)	Q (25 yr) (c.f.s.)	Vol. (c.f.)	Qexist.(10 yr) (c.f.s.)	Vol. exist. (c.f.)	Vol. stored (25yr)(c.f.)
5	12.67	68.46	20.537	5.50	1.650	18.887
10	10.04	54.21	32.548	5.50	3.300	29.248
15	8.40	45.39	40.847	5.50	4.950	35.897
20	7.27	39.26	47.137	5.50	6.600	40.537
25	6.43	34.74	52.113	5.50	8.250	43.863
30	5.78	31.21	56.311	5.50	9.900	46.411
35	5.26	28.43	59.710	5.50	11.550	48.160
40	4.86	26.26	63.022	5.50	13.200	49.822
45	4.51	24.37	65.794	5.50	14.850	50.944
50	4.21	22.73	68.241	5.50	16.500	51.741
55	3.95	21.40	70.608	5.50	18.150	52.458
60	3.74	20.21	72.747	5.50	19.800	52.947
65	3.54	19.13	74.595	5.50	21.450	53.145
70	3.37	18.21	76.475	5.50	23.100	53.375
75	3.21	17.34	78.048	5.50	24.750	53.298
80	3.07	16.59	79.629	5.50	26.400	53.229
85	2.95	15.94	81.290	5.50	28.050	53.240
90	2.83	15.29	82.570	5.50	29.700	52.870
95	2.73	14.75	84.073	5.50	31.350	52.723
100	2.63	14.21	85.261	5.50	33.000	52.261
105	2.54	13.72	86.490	5.50	34.650	51.840
110	2.46	13.29	87.725	5.50	36.300	51.425

In accordance with the City of Pharr Storm Drainage Policy, the peak 25 year rate for runoff for this development will be mitigated to the existing 10-year storm water runoff. A total of 53,375 cubic-feet of storm water runoff will be required to be detained while not releasing more than the existing 10 Year runoff rate of 5.50 cfs.

05-01-17

Rene Barrera, P.E.
Licensed Professional Engineer
Texas Engineer License No. 89862

jmerc DESIGN
DRAFTING AND DESIGN SERVICE
EDINBURG, TEXAS
jmercDESIGN@sbcglobal.net
956-792-0523

THESE DRAWINGS SHALL REMAIN THE PROPERTY OF jmercDESIGN. THEY MAY NOT BE RE-USED, REPRODUCED OR ALTERED IN ANY WAY WITHOUT PRIOR WRITTEN APPROVAL FROM AND WITH APPROPRIATE COMPENSATION TO jmercDESIGN.

BG ENGINEERING
6316 N. 10th STREET
BLDG A, SUITE 300
McALLEN, TEXAS 78504
956-687-3355
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM No: 6435

Campero Warehouse
Campero Subdivision Lot 3
Grading Plan
Pharr, Texas

ISSUES AND REVISIONS

Grading
TITLE

02-13-17
ISSUE DATE

JOB NUMBER

Jmerc
DRAWN BY

CHECKED BY

SHEET NUMBER
C3.1

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.A.
DATE SUBMITTED: October 9, 2017
MEETING DATE: October 16, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on 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 Pharr. ***1st & Final Reading***

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason:

Issue: On June 15, 2017 Texas Gas Service filed a Statement of Intent seeking to increase gas utility rates within the incorporated areas of the Rio Grande Valley Service Area.The RGV cities each suspended the Company's implementation of its rate request from July 20, 2017 until October 18, 2017.

Under the law, cities with original jurisdiction over gas utility rates have until October 18, 2017 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.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza	Created/Initiated - 10/09/2017
Karla Moya	Approved - 10/10/2017
Patricia Rigney	Approved - 10/11/2017
City Management Office	Final Approval - 10/11/2017

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

ORDINANCE NO. O-2017- ____

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 PHARR; 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 PHARR:

PART 1. The Council finds:

(A) On June 15, 2017, Texas Gas Service Company ("TGS" or "Company") filed with the City of Pharr ("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 BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 2nd day of October, 2017.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

APPROVED AS TO FORM:

_____
PATRICIA RIGNEY, CITY ATTORNEY

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 (a)	State Occupancy Tax (b)	City Franchise Fee (c)	Billing Tax Factor 1/ (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.

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.

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:

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

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.

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.

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.

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.

Initial Rate Schedule Meters Read On and After

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;

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.

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.

Initial Rate Schedule Meter Read On and After
October 18, 2017

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

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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

	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.

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.

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

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.

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

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

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)

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.

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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.

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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

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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.

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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.

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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

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.

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.

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

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.

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 T 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.
keway Centre Ct., Ste 110
eway, TX 78734
45-2804221
ne # 512-261-4152
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
091.082.7700.010002 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
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 1.1 Rate Case TYE Dec 2016			
091.082.7700.010002 Task: 718662			
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 1/5 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. 2016
091.082.7700.010002 → $4,666.66
Task: 718662
($1,306.66) ← Tax withholding
091.0000.0000.2320120.00
000000
$3,360.00
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
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

017 Rio Grande Valley IS Rate Case TYE Dec. 2016
091.082.7700.010002 → $3,762.50
Task: 718662
($1,053.50) ← Tax withholding
091.0000.0000.2320120.00.00001
Consultants
cp- org: 7022
$ 2,709.00

[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 ($1,516.66) ← Tax withholding
091.0000.0000.2320120.00.000000
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
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**
	Subtotal:	10.00
Sales Tax:		0.83
	Total:	10.83
	Visa 6783:	10.83

Typing Paper

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.

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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

UNITED STATES POSTAL SERVICE

Click-N-Ship®

USPS.COM $7.10 US POSTAGE

9405 8036 9930 0453 2776 39 0071 0000 0437 8746

P

05/22/2017 0 lb 4 oz Mailed from 75204 0826000000313

PRIORITY MAIL 2-DAY™

FRANCIS J CUMMINGS
2619 COLBY ST
C
DALLAS TX 75204-3522

Expected Delivery Date: 05/24/17

0006

C006

SHIP TO: JANET BUCHANAN
TEXAS GAS SERVICE
1301 S MO PAC EXPY
STE 400
AUSTIN TX 78746-6918

USPS TRACKING #

9405 8036 9930 0453 2776 39

Electronic Rate Approved #038555749

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

Parsley Coffin Renner
Attn: Accounts Payable
98 San Jacinto Blvd.
Suite 1450
Austin, TX 78701

Ship To

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

Customer Signature

Subtotal	$5,945.60
Sales Tax (8.25%)	$490.51
Total	$6,436.11
Payments/Credits	$0.00
Balance Due	$6,436.11

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
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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

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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
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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

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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

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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

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Tracking ID Details

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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

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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

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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

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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

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Tracking ID Details

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Tracking ID Summary

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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

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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

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Tracking ID Details

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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

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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

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Tracking ID Details

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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

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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

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Tracking ID Details

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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

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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

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Tracking ID Details

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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

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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

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Tracking ID Details

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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

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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

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Back

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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

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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

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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

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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

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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

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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

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Back

FedEx

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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
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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

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FedEx

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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

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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

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Tracking ID Details

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Tracking ID Summary

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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

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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

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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

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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
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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

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Back

FedEx

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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

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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

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Back

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Tracking ID Details

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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

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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

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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
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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	06/14/2017 10:19
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) 320-6369

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 [redacted]

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

ScottMad[redacted]
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

Professional Fees		Current Hours	Rate	Current Amount
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

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MANAGEMENT CONSULTANTS

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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

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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

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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

Professional Fees		Current Hours	Rate	Current Amount
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

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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

4200 Marathon, Suite 300 Austin, Texas 78756 tel 512.344.2010 fax 512.476.7722 www.hahnpublic.com

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	
27Jun17	Master Card		181.41
28Jun17	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

Arrival Date: 06/27/2017
Departure Date: 06/28/2017
Room Rate: USD 166.00

Guest: STEPHANIE/MS HOULE
AUSTIN TX, 78704

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 / Type / From	Ticket/Conf No / To	Department / Airline/Vendor / Flight	Depart Date / A/L	Return Date / Depart	Remarks / Arrive	Total Fare
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 Houle

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

ATTACHMENT 2

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

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.B.
DATE SUBMITTED: October 11, 2017
MEETING DATE: October 16, 2017

FROM: Elva Edmundson, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-37 (Rental of City Facilities). ***1st Reading***

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason:

Issue: The Parks and Recreation Department wishes to amend the rental facilities ordinance by adding the City's batting cages located at 317 W. Gore.

Financial Consideration: N/A

Staff Recommendation: City Commission approve this item.

Alternatives: N/A

ROUTING:

Elva Edmundson	Created/Initiated - 10/11/2017
Sergio Alanis	Approved - 10/12/2017
City Management Office	Final Approval - 10/12/2017

ORDINANCE NO. O-2017-____

AN ORDINANCE AMENDING ORDINANCES O-2017-06; O-2016-25; O-2015-44; O-2015-38, O-2015-11, O-2014- 48, O-2013-41, O-2013-22, O-2012-41; O-2011-50, O-2011-23, O-2009-25, O-97-14, CITY CODE, CHAPTER 30, SECTION 30-26, 30-27, 30-38, 30-40, AND 30-41; ESTABLISHING PROCEDURES AND RATES FOR RENTAL OF CITY FACILITIES; AND ESTABLISHING AN EFFECTIVE DATE

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, THAT:

SECTION 1: SECTION 30-37 OF THE CITY CODE IS AMENDED TO READ AS FOLLOWS:

"Sec. 30-37. Rental reservations, advanced reservations, limitations of serial reservations"

To reserve a City facility, renter/lessee must execute a lease agreement and pay the rental and rental deposit as set out in Section 30-41. To maintain the reservation, all rental fees must be paid within the time limitations set out in Section 30-41. Advanced reservations may be made as set out in Section 30-41. If the lessee desires to make a series of reservations, the director shall be authorized to limit the number of serial reservations by a single lessee in order to ensure varied public availability of facilities. (Ord. No. O-94-12, & IV (J), 4-5-94; Ord. No. O-97-14, & 2, 3- 97). Rental fees and charges may be determined by an Interlocal agreement for political subdivisions.

SECTION 2: SECTION 30-40 OF THE CITY CODE IS AMENDED TO READ AS FOLLOWS:

"Sec. 30-40. Rental fee classes"

For the purpose of the rental fee schedule set out in section 30-41, except for the Pharr Events Center, the following rental fee classes are established:

(1) **Class I** (Commercial / Profit-making) shall apply to any and all activities such as exhibitions, sporting events, shows, dances, and all other activities sponsored by private entities for the purpose of profit-making; such as through charging of admission fees at the door or in advance. Examples are boxing matches, commercial exhibitions, indoor flea markets, concerts, etc.

(2) **Class II** (Non-Commercial / Non-Profit-making) shall apply to any and all activities sponsored by public or private non-profit entities for the expressed purpose of raising funds either through the charging of admission fees or the solicitation of donations. Examples are dances sponsored by non-profit corporations and church events

(3) **Class III** (Non-commercial / Private) shall apply to any and all activities sponsored by private entities to which admission might be restricted; but to which an admission fee will not be charged and profit-making is not intended. These activities may include weddings, quinceañeras, receptions, birthday parties and company banquets, etc.

SECTION 3: SECTION 30-41 OF THE CITY CODE IS AMENDED TO READ AS FOLLOWS:

"Sec. 30-41. Rental fee schedule"

The following rental fees shall be charged for the use of city-owned public facilities, by rental fee classes as defined in this article.

a. Payment of rental. The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.

b. Rental and damage deposit. $200.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.

c. Security personnel. All activities involving dancing, and the selling, serving and/or consumption of alcoholic beverages will require a minimum of three certified City of Pharr Police Officers to be contracted by the renter. The City of Pharr Police Department will designate the number of certified police officers required for functions. If more than 3 officers are required, they may be either certified police officers and/or security personnel from a licensed and bonded security company.

d. Advanced reservations. Class I reservations will be accepted for up to two years to the month in advance of the reserved date. Class II and III reservations will not be accepted more than one year to the month in advance of reserved date.

(1) TIERRA DEL SOL (HALL AND BAR AREA)

Rental Period	Time	Deposit	Rental Rate Class I	Rental Rate Class II	Rental Rate Class III
Sunday-Thursday	8:00 a.m. – 1:00 p.m.	$200.00	$400.00	$350.00	$300.00
	8:00 a.m. – 7:00 p.m.	$200.00	$900.00	$800.00	$700.00
	1:00 p.m. – 12 MID.	$200.00	$900.00	$800.00	$700.00
Friday	8:00 a.m. – 1:00 p.m.	$200.00	$500.00	$450.00	$400.00
	8:00 a.m. – 7:00 p.m.	$200.00	$1000.00	$900.00	$800.00
	1:00 p.m. – 12 MID.	$200.00	$1000.00	$900.00	$800.00
Saturday	8:00 a.m. – 1:00 p.m.	$200.00	$500.00	$450.00	$400.00
	8:00 a.m. – 7:00 p.m.	$200.00	$1100.00	$1000.00	$900.00
	1:00 p.m. – 1:00 a.m.	$200.00	$1200.00	$1100.00	$1000.00

a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.

b. **Rental and damage deposit.** $200.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.

c. **Security personnel.** All activities involving dancing, and the selling, serving and/or consumption of alcoholic beverages will require a minimum of three certified City of Pharr Police Officers to be contracted by the renter. The City of Pharr Police Department will designate the number of certified police officers required for functions.

d. **Advanced reservations.** Class I reservations will be accepted for up to two years to the month in advance of the reserved date. Class II and III reservations will not be accepted more than one year to the month in advance of reserved date.

(2) **VICTOR GARCIA MUNICIPAL PARK**:

Rental Period	Time	Deposit (not refunded)	Rental Rate
MUNICIPAL PARK **205 W. Polk** Monday-Sunday	1 p.m.-10 p.m.	$25.00	$100.00

a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.

b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.

c. **Restricted usage.** No Class I or Class II activities will be allowed. No activity which involve dancing and/or the live playing of electronically amplified music will be permitted. The playing of prerecorded is allowed provided the volume is not such as to disturb nearby residents.

(3) **PHARR SPORTS COMPLEX**:

Rental Period	Time	Deposit (not refunded)	Rental Rate
Monday-Friday	6 p.m.-10 p.m.	$50.00	$375.00
Saturday	8 a.m.-10 p.m.	$50.00	$375.00
Sunday	8 a.m.-10 p.m.	$50.00	$375.00

a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.

b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.

c. **Restricted usage.** Parks will be used for practice and tournaments only. **No alcoholic beverages will be allowed on premises.**

(4) **WITTEN PARK**:

Rental Period	Time	Deposit (not refunded)	Rental Rate
Saturday	8 a.m. to 10 p.m.	$50.00	$250.00
Sunday	8 a.m. to 10 p.m.	$50.00	$250.00

a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.

b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.

c. **Restricted usage.** Parks will be used for practice and tournaments only. **No alcoholic beverages will be allowed on premises.**

(5) **CIVIC CENTER (LARGE HALL):**

Rental Period	Rental Period	Time	Deposit	Rental Rate Class I	Rental Rate Class II	Rental Rate Class III
Sunday-Thursday	Morning	8:00 a.m. – 1:00 p.m.	$200.00	$400.00	$360.00	$300.00
	Day	8:00 a.m. – 7:00 p.m.	$200.00	$900.00	$800.00	$700.00
	Evening	1:00 p.m. – 12 MID.	$200.00	$900.00	$800.00	$700.00
Friday	Morning	8:00 a.m. – 1:00 p.m.	$200.00	$450.00	$400.00	$360.00
	Day	8:00 a.m. – 7:00 p.m.	$200.00	$1000.00	$900.00	$800.00
	Evening	1:00 p.m. – 12 MID.	$200.00	$1000.00	$900.00	$800.00
Saturday	Morning	8:00 a.m. – 1:00 p.m.	$200.00	$500.00	$450.00	$400.00
	Day	8:00 a.m. – 7:00 p.m.	$200.00	$1,100.00	$1,000.00	$900.00
	Evening	1:00 p.m. – 1:00 a.m.	$200.00	$1,100.00	$1,000.00	$900.00

a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.

b. **Rental and damage deposit.** $200.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.

c. **Security personnel.** All activities involving dancing, the selling, serving and/or consumption of alcoholic beverages will require a minimum of two City of Pharr Police Officers to be contracted by the lessee. Lessor will designate the number of City of Pharr Police Officers required for functions.

(6) CIVIC CENTER (SMALL HALL):

Rental Period	Time	Deposit (not refunded)	Class I	Class II	Class III
Sunday-Friday	6 p.m.-12 MID.	$50.	$60. Per hr.	$40. Per hr.	$50. Per hr.
Saturday	8 a.m.-1:00 a.m.	$50.	$70. Per hr.	$50. Per hr.	$60. Per hr.

a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.

b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.

c. **Restricted usage.** No activity which entails dancing and/or the live playing of electronically amplified music will be permitted. Prerecorded music will be allowed provided there are no activities being conducted at the Large Hall and provided the volume is not sure as to disturb nearby residents. **No alcoholic beverages will be allowed on premises.**

(7) CIVIC CENTER (CONFERENCE ROOM)

Rental Period	Time	Deposit (not refunded)	Class I	Class II	Class III
Monday-Sunday	1 p.m.-12 MID.	$20.00	$25.00 Per hr.	$15.00 Per hr.	$20.00 Per hr.

Available for rental to small groups (Capacity - 48). A non-refundable deposit of $20.00 is required to reserve the Conference Room. Reservations will not be accepted more than 90 days before reserved date. Rules regarding Small Hall usage are also applicable to the Conference Room.

(8) JONES BOX PARK

Rental Period	Time	Deposit (not refunded)	Rental Rate
Saturday	8 a.m. to 10 p.m.	$50.00	$250.00
Sunday	8 a.m. to 10 p.m.	$50.00	$250.00

a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.

b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.

b. **Restricted usage.** Parks will be used for practice and tournaments only. No smoking or alcoholic beverages will be allowed on premises.

(9) BATTING CAGES:

Rental Period	Cage Rental	Team Monthly	Team Training Pack
Monday-Friday 5 p.m.-10 p.m.	$25.00 Individual without machine (1hr) $30.00 Individual with machine (1hr)	$200.00 2 Cages with one machine (4 visits per Month)	$55.00 2 Cages with one machine

a. **Payment of rental.** The full amount of the rental fee must be paid no later than 4:00 p.m. of the date of the request via cash or credit card.

b. **Advanced reservations.** Reservations will not be accepted no later than 4:00 p.m.

c. **Restricted usage.** Batting Cages will be used for practice only. **No smoking or alcoholic beverages will be allowed on premises.**

SECTION 4: EFFECTIVE DATE

This Ordinance shall take effect upon receiving final approval by the governing body following three (3) readings of the Board of Commissioners.

CONSIDERED PASSED AND APPROVED ON FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2017, A.D.

CITY OF PHARR

_____
AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

CONSIDERED PASSED AND APPROVED ON SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2017, A.D.

CITY OF PHARR

_____
AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

CONSIDERED PASSED AND APPROVED ON THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2017, A.D.

CITY OF PHARR

_____
AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.C.
DATE SUBMITTED: October 9, 2017
MEETING DATE: October 16, 2017

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-87-40 (Floods). ***1st Reading***

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason:

Issue: The Texas Water Development Board (TWDB) has evaluated the City of Pharr's local floodplain management ordinance and enforcement practices to determine whether or not they equal or exceed the minimum criteria stated in the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP) regulations. After evaluation, the TWDB identified needs in the City of Pharr's floodplain management ordinance, and provided a model ordinance. The proposed amendments to Ordinance O-87-40 meet the needs identified and follow the TWDB's model ordinance.

A copy of Ordinance O-87-40 with proposed changes is attached. Additions are highlighted in either yellow or green, with green representing sections that may be inapplicable to the City of Pharr due to the city being landlocked. Deletions are shown with a strikethrough.

Financial Consideration: N/A

Staff Recommendation: Staff recommends approval of amendments to Ordinance O-87-40.

Alternatives: N/A

ROUTING:

Maria Rangel Created/Initiated - 10/09/2017

Omar Anzaldua	Approved - 10/10/2017
Patricia Rigney	Approved - 10/13/2017
City Management Office	Final Approval - 10/13/2017

O-2017-

AN ORDINANCE AMENDING ORDINANCE NO. O-87-40 RELATED TO CHAPTER 58, "FLOODS" OF THE CITY OF PHARR CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY; ~~PROVIDING FOR APPLICABILITY~~; PROVIDING A PENALTY; ~~PROVIDING A SAVINGS CLAUSE;~~ PROVIDING FOR EFFECTIVE DATE AND PUBLICATION; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR PROPER NOTICE AND MEETING; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, certain areas of the City of Pharr (the "City"), may be subject to periodic flooding, causing damage to properties within these areas; and

WHEREAS, as a condition of the continued eligibility of the City of Pharr, Texas to participate in the National Flood Insurance Program ("NFIP), the City's floodplain management regulations must equal or exceed the minimum criteria stated in the NFIP Regulations; and

WHEREAS, the Federal Emergency Management Agency ("FEMA") has promulgated a model ordinance to meet the minimum standards of the NFIP Regulations; and

WHEREAS, the City of Pharr's Board of Commissioners has determined that it is in the public's best interest and in furtherance of the health, safety, morals, and general welfare of the citizens of the City of Pharr to amend the Code of Ordinances as set forth herein.

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

ARTICLE II. - FLOOD DAMAGE PREVENTION

DIVISION 1. - GENERALLY

Sec. 58-26. - Definitions.

Unless specifically defined below, words or phrases used in this article shall be interpreted to give them the meaning they have in common usage and to give this article its most reasonable application. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Appeal means a request for a review of the Floodplain Administrator's interpretation of any provision of this article or a request for a variance.

Alluvial fan flooding means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Apex means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appurtenant structure means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Area of future conditions flood hazard means the land area that would be inundated by the one percent annual chance (100 year) flood based on future conditions hydrology.

Area of shallow flooding means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate-making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AE, AH, AO, A1-30, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, ~~A1-99~~, VO, V1-30, VE or V.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE) means the elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a one percent chance of equaling or exceeding that level in any given year – also called base flood.

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Critical feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development means any man-made change ~~in~~ to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Elevated building means, ~~a nonbasement building:~~ for insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

~~(1) Built, in the case of a building in zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in zones V1-30, VE, or V, to have the bottom of the lowest horizontal structural member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the flow of the water; and~~

~~(2) Adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood.~~

~~In the case of zones A1-30, AE, A, A99, AO, AH, B, C, X and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters.~~

~~In the case of zones A1-30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls, if the breakaway walls meet the standards of section 60.3(e)(5) of the National Flood Insurance Program regulations.~~

Existing construction means, for the purpose of determining rates, structures for which the start of construction commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. Existing construction may also be referred to as "existing structures."

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.)

Flood or *flooding* means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, or the unusual and rapid accumulation or runoff of surface waters from any source.

Flood elevation study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood insurance rate map or *FIRM* means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard~~s~~ areas and the risk premium zones applicable to the community.

Flood insurance study or FIS ~~means the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevations of the base flood, as well as the flood boundary-floodway map.~~ , see definition for flood elevation study.

Floodplain or flood-prone area means any land area susceptible to being inundated by water from any source (see definition of flooding)

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood protection system means those physical structural works for which funds have been authorized, appropriated and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a special flood hazard and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Flood proofing means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway, see definition for regulatory floodway.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Habitable floor means any floor usable for the following purposes, which include working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used for storage purposes only is not a habitable floor.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

(4) Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:

(a) By an approved state program as determined by the Secretary of the Interior or;

(b) Directly by the Secretary of the interior in states without approved programs.

Levee means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Section 60.3 of the National Flood Insurance Program regulations.

Manufactured home means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. ~~For floodplain management purposes, the term also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes, such term does not include park trailers, travel trailers, and other similar vehicles.~~

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean sea level means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, or other datum**,** to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

New construction means, for ~~floodplain management purposes, structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by the city~~ the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Recreational vehicle means a vehicle which is (1) built on a single chassis; (2) 400 square feet or less when measured at the largest horizontal projections; (3) designed to be self-propelled or permanently towable by a light duty truck; and (4) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Special flood hazard area, see definition for area of special flood hazard.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Public Law 97-348)) includes substantial improvement and means the date the building permit was issued; provided that the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects the external dimensions of the building.

Structure means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally aboveground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any ~~repair,~~ reconstruction, rehabilitation, addition, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure~~, either:~~ before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

~~(1) Before the improvement or repair is started; or~~

~~(2) If the structure has been damaged and is being restored, before the damage occurred.~~

~~For the purpose of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either: (i) any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or (ii) any alteration of a structure listed on the National Register of Historic Places or a state inventory of historic places.~~

Variance means a grant of relief to a person from the requirements of this article when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this article. (For full requirements see section 60.6 of the National Flood Insurance Program regulations.)

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the National Flood Insurance Program regulations is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, or other datum, where specified, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Sec. 58-27. - Statutory authorization.

The Legislature of the State of Texas has, in the Flood Control Insurance Act ~~V.T.C.A.~~, Texas Water Code § 16.315, delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses.

Sec. 58-28. - Findings of fact.

The flood hazard areas of the city are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare. These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

Sec. 58-29. - Purpose.

It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

(1) Protect human life and health;

(2) Minimize expenditures of public money for costly flood control projects;

(3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(4) Minimize prolonged business interruptions;

(5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

(6) Help maintain a stable tax base by providing for the sound use and development of floodprone areas in such a manner as to minimize future flood blight areas; and

(7) Ensure that potential buyers are notified that property is in a flood area.

Sec. 58-30. - Lands to which article applies.

This article shall apply to all areas of special flood hazard within the jurisdiction of the city.

Sec. 58-31. - Basis for establishing areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current ~~a~~ scientific and engineering report entitled, “The Flood Insurance Study (FIS) for Pharr, Texas, dated ~~June 16~~ January 16, 1979, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) dated October 19, 1982, and any revisions thereto, are hereby adopted by reference and declared to be a part of this article.

Sec. 58-32. - Compliance required.

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this article and other applicable regulations.

Sec. 58-33. - Abrogation and greater restrictions.

This article is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where the provisions of this article and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 58-34. - Interpretation.

In the interpretation and application of this article, all provisions shall be:

(1) Considered as minimum requirements.

(2) Liberally construed in favor of the governing body; and

(3) Deemed neither to limit nor repeal any other powers granted under State statues.

Sec. 58-35. - Warning and disclaimer of liability.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the city or any official or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made thereunder.

DIVISION 2. - ADMINISTRATION

Sec. 58-51. - Floodplain administrator—Designated.

The ~~director of community planning and development~~ City Manager or his/her designee is hereby appointed the Floodplain Administrator to administer and implement the provisions of this article and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program regulations) pertaining to floodplain management.

Sec. 58-52. - Same—Duties and responsibilities.

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

(1) Maintain and hold open for public inspection all records pertaining to the provisions of this article.

(2) Review permit applications to determine whether proposed building sites, including the placement of manufactured homes, will be reasonably safe from flooding.

(3) Review, approve or deny all applications for development permits required by adoption of this article.

(4) Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334) from which prior approval is required.

(5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the Floodplain Administrator shall make the necessary interpretation.

(6) Notify, in riverine situations, adjacent communities and the State Coordinating Agency, which is the Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

(7) Assure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.

(8) When base flood elevation data has not been provided in accordance with Section 58-31, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of Division 3 of this article.

(9) When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development, including fill, shall be permitted within zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than 1 foot, provided that the community first completes all the provisions required by Section 65.12.

Sec. 58-53. - Development permit—Required.

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this article.

Sec. 58-54. - Same—Application; basis for approval.

(a) Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but is not limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

(1) Elevation, in relation to mean sea level, of the lowest floor, including basement, of all new and substantially improved structures.

(2) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed.

(3) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of subsection 58-78(2).

(4) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.

(5) The Floodplain Administrator shall maintain a record of all such information in accordance with subsection 58-52(1).

(b) Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this article and the following relevant factors:

(1) The danger to life and property due to flooding or erosion damage.

(2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.

(3) The danger that materials may be swept onto other lands to the injury of others.

(4) The compatibility of the proposed use with existing and anticipated development.

(5) The safety of access to the property in times of flood for ordinary and emergency vehicles.

(6) The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges and public utilities and facilities such as sewer, gas, electrical and water systems.

(7) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.

(8) The necessity to the facility of a waterfront location, where applicable.

(9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

(10) The relationship of the proposed use to the comprehensive plan for that area.

Sec. 58-55. - Variances.

(a) The ~~appeal~~ Board of Adjustments as established by the city shall hear and render judgement on requests for variances from the requirements of this article.

(b) The ~~appeal~~ Board of Adjustments shall hear and render judgement on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this article.

(c) Any person or persons aggrieved by the decision of the ~~appeal~~ Board of Adjustments may appeal such decision in the court of competent jurisdiction.

(d) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(e) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this article.

(f) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, provided the relevant factors in subsection 58-54(b) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

(g) Upon consideration of the factors noted in this section and the intent of this article, the ~~appeal~~ Board of Adjustments may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this article (section 58-29).

(h) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(i) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(~~i~~ j) Prerequisites for granting variances under this article are as follows:

(1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(2) Variances shall only be issued upon:

a. Showing a good and sufficient cause;

b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(3) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(~~j~~ **k**) Variances may be issued by the city for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:

(1) The criteria outlined in subsections (a) through (~~i~~j) of this section are met; and

(2) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

DIVISION 3. - DEVELOPMENT AND CONSTRUCTION STANDARDS

Sec. 58-76. - Methods of reducing flood losses.

In order to accomplish its purposes, this article uses the following methods:

(1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities.

(2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction.

(3) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters.

(4) Control filling, grading, dredging and other development which may increase flood damage.

(5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Sec. 58-77. - General standards.

In all areas of special flood hazard, the following provisions are required for all new construction and substantial improvements:

(1) All new construction or substantial improvements shall be designed, or modified, and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

(3) All new construction or substantial improvement shall be constructed with materials resistant to flood damage;

(4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

(5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;

(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters; and

(7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

Sec. 58-78. - Specific standards when base flood elevation has been provided.

In all areas of special flood hazard where base flood elevation data have been provided as set forth in section 58-31, subsection 58-52(8), or subsection 58-79(c), the following provisions are required:

(1) *Residential construction.* New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to or above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standards of this subsection, as proposed in subsection 58-54(a)(1), is satisfied.

(2) *Nonresidential construction.* New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated to or above the base flood level or, together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight, with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic ~~or~~ and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation, in relation to mean sea level, to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

(3) *Enclosures.* New construction and substantial improvements with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

a. A minimum of two openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

b. The bottom of all openings shall be no higher than one foot above grade.

c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) *Manufactured homes.*

a. Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

b. All manufactured homes shall be in compliance with subsection 58-78(1).

c. Require that ~~all~~ manufactured homes ~~to be~~ that are placed or substantially improved within Zones A1-30, AH and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation, such that the lowest floor of the manufactured home is elevated to ~~at~~ or above the base flood elevation, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement, in accordance with the provisions of this subsection 58-78(4).

(c) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of this subsection 58-78(4) of this section be elevated so that either:
(i) The lowest floor of the manufactured home is at or above the base flood elevation, or
(j) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(5) *Recreational Vehicles*. Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of subsection 58-54(a), of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

Sec. 58-79. - Subdivision proposals.

(a) All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall be consistent with sections 58-28, 58-29 and 58-76.

(b) All proposals for the development of subdivisions, including the placement of manufactured home parks and subdivisions, shall meet Floodplain Development Permit requirements of sections 58-53, 58-54 and 58-77—58-80.

(c) Base flood elevation data shall be generated for subdivision proposals and other proposed development, including the placement of manufactured home parks and subdivisions, which is greater than 50 lots or five acres, whichever is less, if not otherwise provided pursuant to section 58-31 or subsection 58-52(8).

(d) All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.

(e) All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

Sec. 58-80. - Areas of shallow flooding (AO/AH Zones).

Located within the areas of special flood hazard established in section 58-31 are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(1) All new construction and substantial improvements of residential structures have the lowest floor, including basement, elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM, or at least two feet if no depth number is specified.

(2) All new construction and substantial improvements of nonresidential structures:

a. Have the lowest floor, including basement, elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM, or at least two feet if no depth number is specified; or

b. Together with attendant utility and sanitary facilities, be designed so that below the base specified flood depth in an AO Zone, or below the Base Flood Elevation in an AH Zone, ~~Flood~~ level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this section, as proposed in subsection 58-54(a)(1), are satisfied.

(4) Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures.

Sec. 58-81. – Effective date; publication

The Ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

Sec. 58-82. – Repealing clause

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Sec. 58-83. – Proper notice and meeting

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

Sec. 58-84. - Severability

If any section, clause, sentence, or phrase of this article is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this article.

Sec. 58-85. - Penalties for non-compliance

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this court order and other applicable regulations. Violation of the provisions of this court order by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection

with conditions) shall constitute a misdemeanor. Any person who violates this court order or fails to comply with any of its requirements shall upon conviction thereof be fined not more than $500 for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____ ___, 2017.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____ ___, 2017.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____ ___, 2017.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.D.
DATE SUBMITTED: October 9, 2017
MEETING DATE: October 16, 2017

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any on Ordinance amending Zoning Ordinance No. O-82-13 by adding a new section titled Single Family Residential Estate District (R1-E). ***1st Reading***

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason: N/A

Issue: The intent of creating a new zoning district is to promote larger lot sizes for residential development in the City of Pharr. The proposed zoning titled "Single Family Residential Estate District (R1-E") is intended to provide development of primarily very low-density, single family residences on lots of not less than 10,000 square feet.

Financial Consideration:

Staff Recommendation: Staff recommends approval on amending the Zoning Ordinance (O-82-13) by adding a new section titled "Single-Family Residential Estate District (R1-E).

Alternatives: N/A

ROUTING:

Rita Galvan	Created/Initiated - 10/09/2017
Roland Gomez	Approved - 10/11/2017
Melanie Cano	Approved - 10/11/2017
City Management Office	Final Approval - 10/11/2017

ORDINANCE NO. O-2017-___

AN ORDINANCE AMENDING THE ZONING ORDINANCE (O-82-13) OF THE CITY OF PHARR, TEXAS, AS ENACTED ON THE 30TH DAY OF MARCH, 1982, ENTITLED "AN ORDINANCE ESTABLISHING COMPREHENSIVE ZONING REGULATIONS FOR THE CITY OF PHARR BY THE PROVIDING ZONING DISTRICTS, AN OFFICIAL ZONING MAP, BY ADDING A NEW SECTION TITLED "SINGLE FAMILY RESIDENTIAL ESTATE DISTRICT (R1-E)"; PROVIDING FOR A SAVING CLAUSE, A SEPARABILITY CLAUSE; AN ORDER OF PUBLICATION, AND AN EFFECTIVE DATE."

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS:

SECTION 1: That the Zoning Ordinance of the City of Pharr, Texas as enacted on the 30th day of March, 1982, be amended, and the zoning map of the City of Pharr, Texas, be amended and they are hereby amended, all to conform with the comprehensive zoning designation(s).

SECTION 2: The Code of Ordinances, City of Pharr, Appendix A, Zoning, Article II., Use Districts and Conditional Uses is hereby amended by renumbering current section 1.12 through 1.15 to Sections 1.13 through 1.16.

SECTION 3: The Code of Ordinances, City of Pharr, Appendix A, Zoning, Article II., Use Districts and Conditional Uses is hereby amended by reserving section 1.17. and by adding the following provisions such that Section 1.12 shall read:

Sec. 1.12. R1-E Single Family Residential Estate District

SECTION 4: **R1-E SINGLE FAMILY RESIDENTIAL ESTATE DISTRICT**

A. ***Purpose***

1. The Single Family Residential Estate Zoning (R1-E) is intended to provide for development of primarily very low-density detached, single-family residences on lots of not less than 10,000 square feet. It is intended for large lot subdivisions to provide sufficient space in appropriate locations for residential development to meet the present and future housing needs.

2. Areas that are zoned for this use shall have water, wastewater, drainage and access to paved streets based on single-family usage.

3. It is intended for areas that are properly buffered from nonresidential uses, and protected from pollution and/or environmental hazards or from high volume of nonsingle-family traffic.

4. To promote the most desirable use of land and direction of building development not in conflict with the adopted policies of the city; to promote stability of residential development; to protect the character of the district; to conserve the value of land and buildings; and to protect the city's tax base.

B. *Permitted Uses:*

1. One detached single-family dwelling per lot.

2. Agricultural uses on unplatted land, in accordance with all other adopted ordinances.

3. Public and private directional signs, official signs, political signs, nameplates, or real estate signs.

4. Church and other permitted institutions' signs showing names, activities and services therein provided.

5. During construction of a building, one illuminated sign advertising contracts [contractors] or architects on such buildings provided such sign is less than eight square feet in area, provided that signs shall recognize customary setback lines and be removed immediately after completion of such building.

6. Portable or storage building not larger than 120 square feet of floor area and ten feet in height.

7. Temporary real estate sales offices located on property being sold, or on-site construction offices limited to the period of sale, construction or two years, whichever is less.

8. Nurseries, greenhouses and gardens, where the products are not to be sold.

9. Day care centers with less than six children enrolled at any one time.

10. Paved automobile parking areas which are necessary to the uses permitted in this district.

11. An accessory use customarily related to a principal use authorized in this district.

C. *Conditional uses (require use permits, see Article III):*

1. Institutional uses, including day care centers with more than six children enrolled at any one time.

2. Home occupations as defined in this ordinance.

3. Associated recreation.

4. Guesthouses, or separate servant quarters.

5. A mobile home on an unsubdivided tract of five acres or more.

6. Portable buildings or storage building larger than 120 square feet and ten feet in height used as accessory to the residential use.

7. Facilities for railroads or those utilities holding a franchise under the City of Pharr.

8. Paved parking facilities for nonresidential uses that are not allowed in this district, if properly screened, buffered, and landscaped.

9. Real estate sales offices and on-site construction offices occupying mobile homes for more than two years.

D. *Prohibited uses*:

1. Any building erected or land used for other than one or more of the preceding specified uses.

2. The storage of equipment, material or vehicles, including abandoned vehicles which are not necessary to the uses permitted in this district.

3. On- and off-premises signs, portable signs, animated or illuminated signs.

4. A driveway or crosswalk, as distinct from a dedicated street, to provide access to premises in a commercial or industrial district.

5. Any use of property that does not meet the required minimum lot size; front, side and rear yard dimension; and/or lot width; or exceeds the maximum height, building coverage or density per gross acre as required.

E*. Area requirements:*

1. Minimum lot area, 10,000 square feet

2. Maximum number of single-family detached dwelling units per lot, one.

3. Minimum lot frontage on a public street, 70 feet.

4. Minimum lot depth, 120 feet.

5. Minimum depth of front setback, 25 feet.

6. Minimum depth of rear setback, internal lot:

a. Primary structure, ten percent of lot depth but not less than ten feet or more than 25 feet.

b. Detached accessory use building, five feet or zero feet abutting an alley.

7. Minimum width of side setback:

a. Internal lot, ten feet or as required by subdivision (note on plat).

b. Side yard setback abutting street, fifteen feet.

8. Minimum distance between separate buildings on the same lot or parcel of land, ten feet.

9. Minimum distance from the public right-of-way to the entrance to a garage or enclosed carport, unless otherwise specified by the planning and zoning commission, 18 feet.

10. Maximum building coverage as a percentage of lot area, 45 percent.

11. Maximum height of structures, 36 feet or 2½ stories.

12. Minimum number of paved off-street parking spaces required for:

a. One single-family dwelling unit, two.

b. All other uses, see "Off-Street Parking," article IV.

13. See article VII, sections 1.70 to 1.73, for further clarification, and exceptions and modifications.

SECTION 5 – SEVERABILITY

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.

SECTION 6 – SAVINGS CLAUSE

Except as hereby amended, any provisions of the code of ordinances or directives of the City of Pharr, Texas, not in conflict with this Ordinance shall remain in full force and effect, unimpaired hereby.

SECTION 7 – EFFECTIVE DATE; PUBLICATION

The Ordinance shall take effect 10 days and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 8 – REPEALING CLAUSE

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 9 – CUMULATIVE

This ordinance shall be cumulative of all ordinances of the City of Pharr, Texas, and of all laws of the State of Texas.

SECTION 10 – PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____ ___, 2017.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____ ___, 2017.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____ ___, 2017.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.E.
DATE SUBMITTED: October 3, 2017
MEETING DATE: October 16, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing a Representative and an Alternate for Amigos Del Valle Board of Directors for Fiscal Year 2017-2018.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason:

Issue: Amigos Del Valle is requesting the City's appointment of Representative and Alternate for their Fiscal Year 2017-2019 Board of Directors.

Current Members:
Comm. Eleazar Guajardo, Representative
Comm. Ricardo Medina, Alternate

Financial Consideration: N/A

Staff Recommendation: Staff recommends appointment/re-appointment.

Alternatives: N/A

ROUTING:

Hilda Pedraza	Created/Initiated - 10/03/2017
City Management Office	Final Approval - 10/12/2017

AMIGOS DEL VALLE, INC.

4138 Crosspoint Blvd.
Edinburg, Texas 78539
Phone (956) 213-9400
Fax (956) 213-8119

BOARD OFFICERS
GERARDO "JERRY" TAFOLLA
City Commissioner, Weslaco
President
SONIA GALLEGOS
Mayor Pro Tem, Donna
Vice-President
VICTOR LEAL
City Commissioner, Harlingen
Secretary
NORIE GARZA
Mayor Pro Tem, Mission
Treasurer
BASILIO SANCHEZ
Representative, Cameron County
Senior Member

BOARD MEMBERS
ELEAZAR GUAJARDO
Commissioner, Pharr
RAUL GONZALES
Hidalgo County
EDUARDO GONZALES
County Commissioner, Willacy County
JIM DARLING
City of McAllen, Mayor
CHRIS TAMEZ
City of Raymondville
ANTONIO GONZALES
Commissioner, San Benito
RAUDY MALDONADO
Commissioner, San Juan
CRISTELLA DE LEON HERNANDEZ
Commissioner, Mercedes
RICHARD GARCIA
Mayor, Edinburg
BEN NEECE
Commissioner, City of Brownsville
SONIA FALCON
Finance / Banking

ALEJANDRO GUERRA
EXECUTIVE DIRECTOR

August 29, 2017

Mayor Ambrosio Hernandez
City of Pharr
PO Box 1729
Pharr, Texas 78577

RE: FY 2017-2018 City of Pharr ADV Annual
Board Representative & Alternate Re-Appointment

Honorable Mayor Hernandez:

Our agency continues to need and depend on your City's active participation in our Board of Directors through your appointed Board Representative and Alternate.

This letter is to request your City's appointment of your Representative and Alternate for our Fiscal Year 2017-18 (October 1, 2017 – September 30, 2018) Board of Directors by no later than Thursday, September 21, 2017.

Please submit your appointments' names and their respective elected positions and/or job titles, as applicable, in form of a resolution to Ms. Anita Jenny, Executive Administrative Assistant, at our Administration Office.

Representative	**Alternate**
Comm. Eleazar Guajardo	Comm. Ricardo Medina

Please be assured that we are very grateful for your City's forty-three (43) year commitment and involvement with our agency as a member of our Board of Directors.

If you have any questions, please call me at your convenience at (956) 213-9400.

Sincerely,

Alejandro Guerra
Executive Director

cc: Comm. Eleazar Guajardo
Comm. Ricardo Medina

REC'D_____
CC_____
OCT - 3 2017
CITY OF PHARR
CITY CLERK'S OFFICE
PHARR, TEXAS

EQUAL HOUSING OPPORTUNITY

"Providing 43 Years of Service"
1974 - 2017

STATE OF TEXAS §

COUNTY OF HIDALGO §
CITY OF PHARR §

RESOLUTION
NO. R-2017-____

WHEREAS, The City of Pharr is a member of **AMIGOS DEL VALLE, INC.;** and

WHEREAS, The By-Laws of Amigos Del Valle, Inc., require each member entity to designate a Representative and an Alternate to its Board of Directors for fiscal year 2017-2018 (October 1, 2017— September 30, 2018); and

WHEREAS, The Amigos Del Valle, Inc. amended By-Laws state that both the City's Representative and Alternate can be community representatives (elected officials, staff members, community volunteers) appointed by the Board of City Commissioners.

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

WHEREAS,_____is qualified to serve as the community representative to represent the City of Pharr and its residents on the Amigos Del Valle, Inc. Board of Directors.

WHEREAS,_____is qualified to serve as an Alternate to serve as the community alternate representative to attend meetings of the Board when the Representative is unable to attend; and

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 18th day of October, 2017.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.F.
DATE SUBMITTED: October 4, 2017
MEETING DATE: October 16, 2017

FROM: Elva Edmundson, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consider and action, if any, on Resolution appointing/re-appointing four (4) members to the Golf Course Advisory Board.

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason:

Issue: The term of the following golf course committee members will expire on November 1, 2017.

George Gonzalez (2 year term)
Eliseo Avendaño (2 year term)
Oscar Villagomez (2 year term)
Javier Martinez (2 year term)

We have made personal contact with them and they have indicated their interest in continuing to serve.

Financial Consideration: n/a

Staff Recommendation: Staff recommends that the City Commission consider appointing the aforementioned members who wish to continue to serve. Attached is a copy of their attendance record.

Alternatives: n/a

ROUTING:

Elva Edmundson	Created/Initiated - 10/04/2017
Sergio Alanis	Approved - 10/12/2017
City Management Office	Final Approval - 10/12/2017

THE STATE OF TEXAS §

R E S O L U T I O N

COUNTY OF HIDALGO § **NO. R-2017-___**

CITY OF PHARR §

WHEREAS, Ordinance No. O-99-23 created the Tierra Del Sol Golf Club Advisory Board for the City of Pharr Municipal Golf Course;

WHEREAS, Ordinance No. O-2017-01 amended Ordinance No. O-2015-51 increasing members from seven to nine members whose terms of service are two years and three years; and

WHEREAS, the terms of George Gonzalez, Eliseo Avendano, Oscar Villagomes, and Javier Martinez will expire on November 1, 2017; and

WHEREAS, appointment/re-appointment of four (4) members needs to be made at this time. Such members shall perform duties as may be prescribed by ordinance or state law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, THAT the following persons are hereby appointed/re-appointed as members of the Tierra Del Sol Golf Club Advisory Board.

NAME:	LENGTH OF TERM:
1. _____	2 Years (November 1, 2019)
2. _____	2 Years (November 1, 2019)
3. _____	2 Years (November 1, 2019)
4. _____	2 Years (November 1, 2019)

READ, PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of_____ 2017.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

Pharr
Parks & Recreation

Pharr
All-America City
2006

MEMORANDUM

DATE: October 3, 2017

TO: Juan G. Guerra, City Manager

FROM: Sergio Alanis, Director of Parks and Recreation

SUBJECT: Consider Appointment/Reappointment of Golf Course Advisory Board Members

ISSUE
The term of the following golf course committee members will expire on November 1, 2017.

George Gonzalez (2 year term)
Eliseo Avendaño (2 year term)
Oscar Villagomez (2 year term)
Javier Martinez (2 year term)

We have made personal contact with them and they have indicated their interest in continuing to serve.

STAFF RECOMMENDATION
Staff recommends that the City Commission consider reappointing the aforementioned members who wish to continue to serve. Attached is a copy of their attendance record.

City of Pharr
Parks & Recreation Department
Golf Course Advisory Board

Attendance Sheet

George Gonzalez, Vice-President (73% Attendance)

	October	November	December	January	February	March	April	May	June	July	August	September
16-17	-	A	P	P	P	P	-	A	P	P	P	P
(Special Called)	-	-	-	-	-	-	-	-	A	-	-	-

Eliseo Avendaño, Member (100% Attendance)

	October	November	December	January	February	March	April	May	June	July	August	September
16-17	-	P	P	P	P	P	-	P	P	P	P	P
(Special Called)	-	-	-	-	-	-	-	-	P	-	-	-

Oscar Villagomez, Member (91% Attendance)

	October	November	December	January	February	March	April	May	June	July	August	September
16-17	-	P	P	P	A	P	-	P	P	P	P	P
(Special Called)	-	-	-	-	-	-	-	-	P	-	-	-

Javier Martinez, Member (64% Attendance)

	October	November	December	January	February	March	April	May	June	July	August	September
16-17	-	P	A	P	A	P	-	P	A	A	P	P
(Special Called)	-	-	-	-	-	-	-	-	P	-	-	-

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.G.
DATE SUBMITTED: October 9, 2017
MEETING DATE: October 16, 2017

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution authorizing Publication of Notice of Intention to Issue Certificates of Obligation in an Aggregate Principal Amount not to exceed $20,000,000.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason:

Issue: Long-Term debt funding is required to start CIP projects included in CIP Plan. A Texas Combination Tax and Revenue Certificates of Obligation is intended to be issued within the parameters of City's Debt Policy and capacity.

Financial Consideration: Not to exceed $20,000,000 million in FY 2017-2018 with Debt Service paid with Bridge excess available revenue.

Staff Recommendation: It is recommended that City Commission of the City of Pharr, Texas approve the resolution authorizing publication of Notice of Intention to Issue Certificates of Obligation in an Aggregate amount not to exceed $20,000,000.

Alternatives:

ROUTING:

Karla Moya	Created/Initiated - 10/09/2017
Karla Moya	Approved - 10/09/2017
Karla Moya	Approved - 10/09/2017
Patricia Rigney	Approved - 10/13/2017
City Management Office	Final Approval - 10/13/2017

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $20,000,000 FOR THE ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN PUBLIC WORKS AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF PHARR §

WHEREAS, the City Commission (the "City Commission") of the City of Pharr, Texas (the "City"), is authorized to issue certificates of obligation to pay contractual obligations to be incurred for the construction of certain public works for the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes, and for the payment of contractual obligations for professional services pursuant to Subchapter C of Chapter 271, Texas Local Government Code, as amended;

WHEREAS, the City Commission has determined that it is in the best interests of the City and otherwise desirable to issue the City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Series 2017, in one or more series, in an aggregate principal amount not to exceed $20,000,000 (the "Certificates") for the design, engineering, acquisition and construction of certain public works and the purchase of certain equipment for authorized needs and purposes;

WHEREAS, in connection with the Certificates, the City Commission intends to publish notice of intent to issue the Certificates (the "Notice") in a newspaper of general circulation in the City; and

WHEREAS, the City Commission has been presented with and has examined the proposed form of Notice and finds that the form and substance thereof is satisfactory, and that the recitals and findings contained therein are true, correct and complete.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PHARR, TEXAS:

Section 1. Preamble. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. Authorization of Notice. The City Secretary is hereby authorized and directed to execute and deliver the Notice set forth in Exhibit "A" hereto and to publish such Notice on behalf of the City once a week for two (2) consecutive weeks in a newspaper which is

of general circulation in the City, the date of the first publication of the Notice to be at least thirty-one (31) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 3. Authorization of Other Matters Relating Thereto. The Mayor, City Secretary and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon passage.

Section 5. Public Meeting. It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Resolution, was given all as required by the Texas Government Code, Chapter 551, as amended.

[*signature page follows*]

PASSED AND APPROVED this 16th day of October, 2017.

_____
Dr. Ambrosio "Amos" Hernandez, Mayor
City of Pharr, Texas

ATTEST:

_____
Hilda Pedraza, City Secretary
City of Pharr, Texas

(SEAL)

EXHIBIT A
NOTICE OF INTENTION TO ISSUE CERTIFICATES

NOTICE IS HEREBY GIVEN that the City Commission of the City of Pharr, Texas (the "City") will meet at its regular meeting place at City Hall, Pharr, Texas at 5:00 p.m. on the 20th day of November, 2017, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation in one or more series, payable from ad valorem taxation and a pledge of certain revenues of the waterworks and sewer system of the City, in the maximum aggregate principal amount of $20,000,000, bearing interest at any rate or rates, not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Commission at the time of issuance and maturing over a period of years not to exceed forty (40) years from the date thereof, for the purpose of evidencing the indebtedness of the City to pay all or any part of the contractual obligations to be incurred for the construction of public works and the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes and for the payment of contractual obligations for professional services, to wit: (i) street signals, signage and city lighting, (ii) streets, drainage and utility improvements to City streets and roads, (iii) improvements and repairs to the City's recreational park system (iv) public safety improvements, including the renovation of the civic center (v) acquire and renovation of communication center and construction and remodel of Fire Station (vi) professional services rendered in connection with the above listed projects.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 16th day of October, 2017.

_____
City Secretary
City of Pharr, Texas

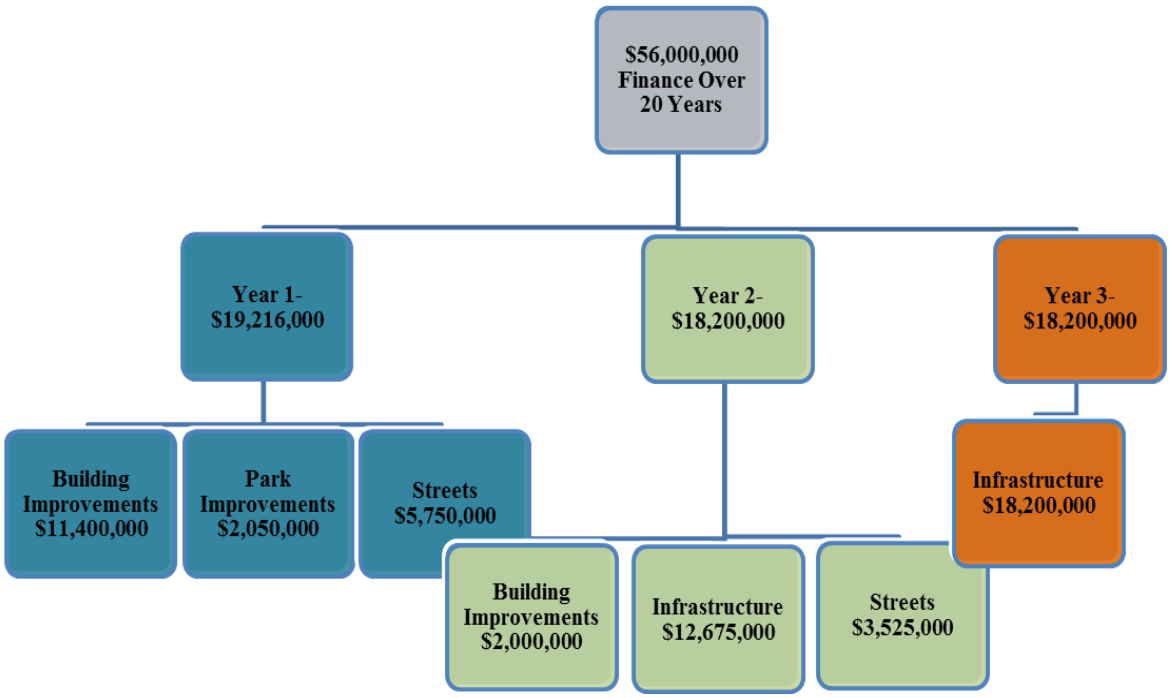
MEMORANDUM

DATE: October 16, 2017

SUBJECT: CERTIFICATES OF OBLIGATION SERIES 2017

Based on Bridge Cash flow and Capacity of excess Revenue, City analyzed the ability to issue Debt to fund Capital Improvement Projects discussed in the CIP Plan. The City is able to issue up to $56 million dollars ,based on scenarios ran by our Financial Advisors ,with very favorable rates in the Open Market due to pledge being property taxes and Bridge Revenue. The plan of finance is to issue $56 million as City needs the money in the next 3 years in order to save on interest expense.

City is proposing to issue the following

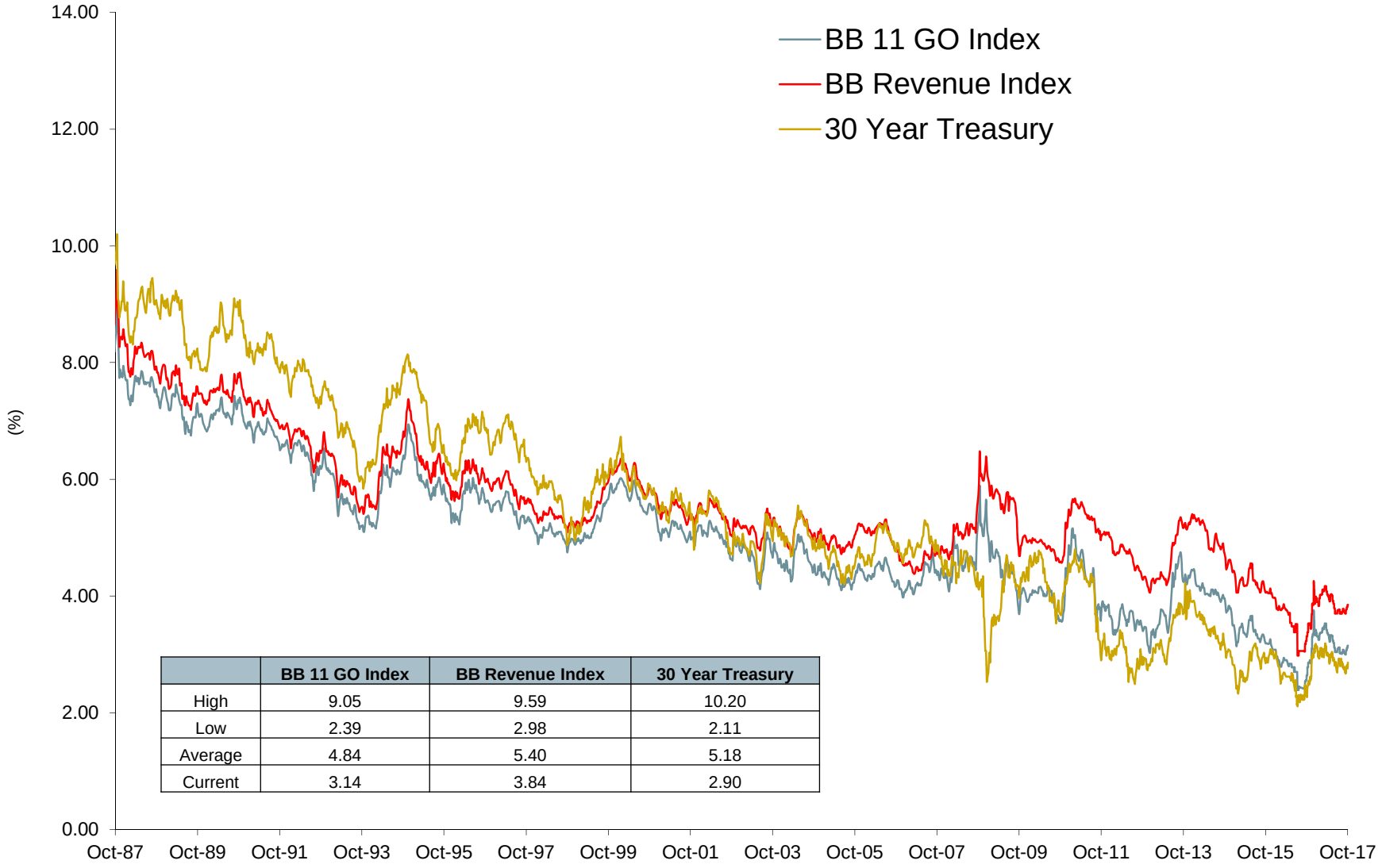


October 16, 2017

Plan of Finance:
Combination Tax & Limited Pledge Revenue Certificates of Obligation, Series 2017

ESTRADA • HINOJOSA
INVESTMENT BANKERS

Bond Buyer Indices vs. 30 Year Treasury: 30 Year History



	BB 11 GO Index	BB Revenue Index	30 Year Treasury
High	9.05	9.59	10.20
Low	2.39	2.98	2.11
Average	4.84	5.40	5.18
Current	3.14	3.84	2.90

Source: Bond Buyer

Pharr

ESTRADA • HINOJOSA
INVESTMENT BANKERS

CITY OF PHARR, TEXAS

PRE-CIP

Tax Rate Impact

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	CITY OF PHARR, TEXAS														PRE-CIP
2	Tax Rate Impact							=SUM([D]:[G])				=SUM([H]:[K])	=[L]		
3															
4		Collections Rate			CM + 20BPS	CM + 70BPS	CM + 100BPS								
5		95.00%		Par Amount:											
6				Project Fund:											
7				Delivery Date:	12/14/17	11/29/18	11/28/19								
8				TIC:											
9	FYE 9/30	Net Assessed Valuation	NAV Growth	Existing Debt Service	[New Money] 2017 C/O Debt Service	[New Money] 2018 C/O Debt Service	[New Money] 2019 C/O Debt Service	Total Existing & New Debt Service	Less: Existing Self-Supporting Debt Service	Less: 2017-2019 Bridge Self-Supporting Debt Service	Less: Issuer Contribution	Total Net Existing & New Debt Service	Required I&S [1]	I&S Tax Rate Increase	FYE 9/30
10	2018	3,000,000,000	-	$ 5,832,879				$ 5,832,879	$ (3,820,507)	$ -	$ -	$ 2,012,372	**0.0819**		2018
11	2019	3,060,000,000	2.0%	5,486,281				5,486,281	(3,798,368)	-		1,687,913	0.0581	- 0.0238	2019
12	2020	3,121,200,000	2.0%	5,499,971				5,499,971	(3,811,008)	-		1,688,963	0.0570		2020
13	2021	3,183,624,000	2.0%	5,492,590				5,492,590	(3,799,877)	-		1,692,713	0.0560		2021
14	2022	3,247,296,480	2.0%	4,491,312				4,491,312	(3,314,549)	-		1,176,763	0.0381		2022
15	2023	3,312,242,410	2.0%	3,762,976				3,762,976	(2,585,213)	-		1,177,763	0.0374		2023
16	2024	3,312,242,410	0.0%	3,955,560				3,955,560	(2,777,097)	-		1,178,463	0.0375		2024
17	2025	3,312,242,410	0.0%	3,951,066				3,951,066	(2,774,103)	-		1,176,963	0.0374		2025
18	2026	3,312,242,410	0.0%	3,951,679				3,951,679	(2,775,316)	-		1,176,363	0.0374		2026
19	2027	3,312,242,410	0.0%	3,957,041				3,957,041	(2,780,428)	-		1,176,613	0.0374		2027
20	2028	3,312,242,410	0.0%	1,688,715				1,688,715	(508,852)	-		1,179,863	0.0375		2028
21	2029	3,312,242,410	0.0%	1,687,512				1,687,512	(509,050)	-		1,178,463	0.0375		2029
22	2030	3,312,242,410	0.0%	1,684,205				1,684,205	(507,892)	-		1,176,313	0.0374		2030
23	2031	3,312,242,410	0.0%	1,178,413				1,178,413	-	-		1,178,413	0.0374		2031
24	2032	3,312,242,410	0.0%	1,179,613				1,179,613	-	-		1,179,613	0.0375		2032
25	2033	3,312,242,410	0.0%	1,178,675				1,178,675	-	-		1,178,675	0.0375		2033
26	2034	3,312,242,410	0.0%	1,175,525				1,175,525	-	-		1,175,525	0.0374		2034
27	2035	3,312,242,410	0.0%	1,178,525				1,178,525	-	-		1,178,525	0.0375		2035
28	2036	3,312,242,410	0.0%	1,174,725				1,174,725	-	-		1,174,725	0.0373		2036
29	2037	3,312,242,410	0.0%	-				-	-	-		-	0.0000		2037
30	2038	3,312,242,410	0.0%	-				-	-	-		-	0.0000		2038
31	2039	3,312,242,410	0.0%	-				-	-	-		-	0.0000		2039
32	2040	3,312,242,410	0.0%	-				-	-	-		-	0.0000		2040
33	2041	3,312,242,410	0.0%	-				-	-	-		-	0.0000		2041
34	2042	3,312,242,410	0.0%	-				-	-	-		-	0.0000		2042
35	2043	3,312,242,410	0.0%	-				-	-	-		-	0.0000		2043
36	TOTAL			$ 58,507,256	$ -	$ -	$ -	$ 58,507,256	$ (33,762,259)	$ -	$ -	$ 24,744,997			TOTAL
37															
38	[1] I&S Tax Rate in bold [FYE 2018] is hard-wired and set by City. All others are calculated. FYE 2018 Certified NAV provided by City August 2017.														

CITY OF PHARR, TEXAS — SERIES 2017

Tax Rate Impact

1	CITY OF PHARR, TEXAS													SERIES 2017	
2	Tax Rate Impact							=SUM([D]:[G])				=SUM([H]:[K])	=[L]		
3															
4		Collections Rate			CM + 20BPS	CM + 70BPS	CM + 100BPS								
5		95.00%		Par Amount:	$ 19,575,000	$ 18,535,000	$ 18,540,000								
6				Project Fund:	$ 19,216,100	$ 18,185,213	$ 18,185,212	$ 55,586,525							
7				Delivery Date:	12/14/17	11/29/18	11/28/19								
8				TIC:	3.40%	3.97%	4.31%								
9	FYE 9/30	Net Assessed Valuation	NAV Growth	Existing Debt Service	[New Money] 2017 C/O Debt Service	[New Money] 2018 C/O Debt Service	[New Money] 2019 C/O Debt Service	Total Existing & New Debt Service	Less: Existing Self-Supporting Debt Service	Less: 2017 Bridge Self-Supporting Debt Service	Less: Issuer Contribution	Total Net Existing & New Debt Service	Required I&S [1]	I&S Tax Rate Increase	FYE 9/30
10	2018	3,000,000,000	-	$ 5,832,879	$ 3,169,316	$ -		$ 9,002,194	$ (3,820,507)	$ (3,169,316)	$ -	$ 2,012,372	**0.0819**		2018
11	2019	3,060,000,000	2.0%	5,486,281	1,046,339			6,532,619	(3,798,368)	(990,051)		1,744,201	0.0600	- 0.0219	2019
12	2020	3,121,200,000	2.0%	5,499,971	1,033,671			6,533,641	(3,811,008)	(1,033,671)		1,688,963	0.0570		2020
13	2021	3,183,624,000	2.0%	5,492,590	1,020,539			6,513,128	(3,799,877)	(1,020,539)		1,692,713	0.0560		2021
14	2022	3,247,296,480	2.0%	4,491,312	1,096,847			5,588,158	(3,314,549)	(1,096,847)		1,176,763	0.0381		2022
15	2023	3,312,242,410	2.0%	3,762,976	1,265,592			5,028,568	(2,585,213)	(1,265,592)		1,177,763	0.0374		2023
16	2024	3,312,242,410	0.0%	3,955,560	1,264,851			5,220,411	(2,777,097)	(1,264,851)		1,178,463	0.0375		2024
17	2025	3,312,242,410	0.0%	3,951,066	1,267,517			5,218,583	(2,774,103)	(1,267,517)		1,176,963	0.0374		2025
18	2026	3,312,242,410	0.0%	3,951,679	1,263,593			5,215,272	(2,775,316)	(1,263,593)		1,176,363	0.0374		2026
19	2027	3,312,242,410	0.0%	3,957,041	1,262,806			5,219,847	(2,780,428)	(1,262,806)		1,176,613	0.0374		2027
20	2028	3,312,242,410	0.0%	1,688,715	1,265,403			2,954,117	(508,852)	(1,265,403)		1,179,863	0.0375		2028
21	2029	3,312,242,410	0.0%	1,687,512	1,263,987			2,951,499	(509,050)	(1,263,987)		1,178,463	0.0375		2029
22	2030	3,312,242,410	0.0%	1,684,205	1,264,607			2,948,811	(507,892)	(1,264,607)		1,176,313	0.0374		2030
23	2031	3,312,242,410	0.0%	1,178,413	1,267,543			2,445,955	-	(1,267,543)		1,178,413	0.0374		2031
24	2032	3,312,242,410	0.0%	1,179,613	1,267,753			2,447,365	-	(1,267,753)		1,179,613	0.0375		2032
25	2033	3,312,242,410	0.0%	1,178,675	1,266,040			2,444,715	-	(1,266,040)		1,178,675	0.0375		2033
26	2034	3,312,242,410	0.0%	1,175,525	1,267,211			2,442,736	-	(1,267,211)		1,175,525	0.0374		2034
27	2035	3,312,242,410	0.0%	1,178,525	1,266,173			2,444,698	-	(1,266,173)		1,178,525	0.0375		2035
28	2036	3,312,242,410	0.0%	1,174,725	1,263,018			2,437,743	-	(1,263,018)		1,174,725	0.0373		2036
29	2037	3,312,242,410	0.0%	-	1,267,751			1,267,751	-	(1,267,751)		-	0.0000		2037
30	2038	3,312,242,410	0.0%	-	-			-	-	-		-	0.0000		2038
31	2039	3,312,242,410	0.0%	-	-			-	-	-		-	0.0000		2039
32	2040	3,312,242,410	0.0%	-	-	-	-	-	-	-		-	0.0000		2040
33	2041	3,312,242,410	0.0%	-	-	-	-	-	-	-		-	0.0000		2041
34	2042	3,312,242,410	0.0%	-	-	-	-	-	-	-		-	0.0000		2042
35	2043	3,312,242,410	0.0%	-	-	-	-	-	-	-		-	0.0000		2043
36	TOTAL			$ 58,507,256	$ 26,350,555	$ -	$ -	$ 84,857,811	$ (33,762,259)	$(26,294,267)	$ -	$ 24,801,285			TOTAL
37															
38	[1] I&S Tax Rate in bold [FYE 2018] is hard-wired and set by City. All others are calculated. FYE 2018 Certified NAV provided by City August 2017.														

CITY OF PHARR, TEXAS

[6-cent I&S Tax Rate] 3YR CIP

Tax Rate Impact

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
2								=SUM([D]:[G])				=SUM([H]:[K])	=[L]		
3															
4		Collections Rate			CM + 20BPS	CM + 70BPS	CM + 100BPS								
5		95.00%		Par Amount:	$ 19,575,000	$ 18,535,000	$ 18,540,000								
6				Project Fund:	$ 19,216,100	$ 18,185,213	$ 18,185,212	$ 55,586,525							
7				Delivery Date:	12/14/17	11/29/18	11/28/19								
8				TIC:	3.40%	3.97%	4.31%								
9	**FYE 9/30**	**Net Assessed Valuation**	**NAV Growth**	**Existing Debt Service**	**[New Money] 2017 C/O Debt Service**	**[New Money] 2018 C/O Debt Service**	**[New Money] 2019 C/O Debt Service**	**Total Existing & New Debt Service**	**Less: Existing Self-Supporting Debt Service**	**Less: 2017-2019 Bridge Self-Supporting Debt Service**	**Less: Issuer Contribution**	**Total Net Existing & New Debt Service**	**Required I&S [1]**	**I&S Tax Rate Increase**	**FYE 9/30**
10	2018	3,000,000,000	-	$ 5,832,879	$ 3,169,316	$ -		$ 9,002,194	$ (3,820,507)	$ (3,169,316)	$ -	$ 2,012,372	**0.0819**		2018
11	2019	3,060,000,000	2.0%	5,486,281	1,046,339	2,122,076		8,654,695	(3,798,368)	(3,112,127)		1,744,200	0.0600	- 0.0219	2019
12	2020	3,121,200,000	2.0%	5,499,971	1,033,671	841,960	1,294,900	8,670,502	(3,811,008)	(3,080,410)		1,779,084	0.0600		2020
13	2021	3,183,624,000	2.0%	5,492,590	1,020,539	867,544	1,287,380	8,668,052	(3,799,877)	(3,053,509)		1,814,666	0.0600		2021
14	2022	3,247,296,480	2.0%	4,491,312	1,096,847	1,287,292	1,289,282	8,164,732	(3,314,549)	(3,057,838)		1,792,345	0.0581		2022
15	2023	3,312,242,410	2.0%	3,762,976	1,265,592	1,287,633	1,290,246	7,606,447	(2,585,213)	(3,193,041)		1,828,192	0.0581		2023
16	2024	3,312,242,410	0.0%	3,955,560	1,264,851	1,286,323	1,285,118	7,791,852	(2,777,097)	(3,186,562)		1,828,192	0.0581		2024
17	2025	3,312,242,410	0.0%	3,951,066	1,267,517	1,283,591	1,288,549	7,790,723	(2,774,103)	(3,188,427)		1,828,192	0.0581		2025
18	2026	3,312,242,410	0.0%	3,951,679	1,263,593	1,284,319	1,290,479	7,790,070	(2,775,316)	(3,186,561)		1,828,192	0.0581		2026
19	2027	3,312,242,410	0.0%	3,957,041	1,262,806	1,283,469	1,290,781	7,794,097	(2,780,428)	(3,185,476)		1,828,192	0.0581		2027
20	2028	3,312,242,410	0.0%	1,688,715	1,265,403	1,290,677	1,284,529	5,529,323	(508,852)	(3,192,279)		1,828,192	0.0581		2028
21	2029	3,312,242,410	0.0%	1,687,512	1,263,987	1,290,957	1,286,546	5,529,002	(509,050)	(3,191,761)		1,828,192	0.0581		2029
22	2030	3,312,242,410	0.0%	1,684,205	1,264,607	1,287,346	1,286,799	5,522,956	(507,892)	(3,186,872)		1,828,192	0.0581		2030
23	2031	3,312,242,410	0.0%	1,178,413	1,267,543	1,285,803	1,288,350	5,020,109	-	(3,191,916)		1,828,192	0.0581		2031
24	2032	3,312,242,410	0.0%	1,179,613	1,267,753	1,286,544	1,286,864	5,020,774	-	(3,192,582)		1,828,192	0.0581		2032
25	2033	3,312,242,410	0.0%	1,178,675	1,266,040	1,289,487	1,287,691	5,021,893	-	(3,193,701)		1,828,192	0.0581		2033
26	2034	3,312,242,410	0.0%	1,175,525	1,267,211	1,285,170	1,285,716	5,013,622	-	(3,185,430)		1,828,192	0.0581		2034
27	2035	3,312,242,410	0.0%	1,178,525	1,266,173	1,283,609	1,291,626	5,019,933	-	(3,191,741)		1,828,192	0.0581		2035
28	2036	3,312,242,410	0.0%	1,174,725	1,263,018	1,289,680	1,284,794	5,012,217	-	(3,184,025)		1,828,192	0.0581		2036
29	2037	3,312,242,410	0.0%	-	1,267,751	1,283,035	1,290,742	3,841,527	-	(3,086,336)		755,192	0.0240		2037
30	2038	3,312,242,410	0.0%	-	-	2,699,102	1,288,859	3,987,961	-	(3,232,770)		755,191	0.0240		2038
31	2039	3,312,242,410	0.0%	-	-		3,984,368	3,984,368	-	(3,229,176)		755,191	0.0240		2039
32	2040	3,312,242,410	0.0%	-	-	-	-	-	-	-		-	0.0000		2040
33	2041	3,312,242,410	0.0%	-	-	-	-	-	-	-		-	0.0000		2041
34	2042	3,312,242,410	0.0%	-	-	-	-	-	-	-		-	0.0000		2042
35	2043	3,312,242,410	0.0%	-	-	-	-	-	-	-		-	0.0000		2043
36	**TOTAL**			$ 58,507,256	$ 26,350,555	$ 27,115,620	$ 28,463,617	$ 140,437,048	$ (33,762,259)	$(69,671,857)	$ -	$ 37,002,932			**TOTAL**
37															

38 [1] I&S Tax Rate in bold [FYE 2018] is hard-wired and set by City. All others are calculated. FYE 2018 Certified NAV provided by City August 2017.

	AC	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM
1	**CITY OF PHARR, TEXAS**								**[6-cent I&S Tax Rate] 3YR CIP**		
2	**Tax Rate Impact**					**=SUM([AD]:[AH])**			**=SUM([AI]:[AK])**		
3											
4							**Bridge Total**	**PEDC Total**	**Water Total**		
5											
6											
7											
8											
9	**FYE 9/30**	**Existing Bridge Self-Suppporting Debt Service**	**Additional Bridge Contribution for Tax Rate**		**Additional Bridge Contribution [Series 2017 - 2019]**		**Total Existing and Proposed Bridge Self-Suppporting Debt Service**	**Existing PEDC Self-Suppporting Debt Service**	**Existing Water Self-Suppporting Debt Service**	**Total Self-Supporting Debt Service**	**FYE 9/30**
10	2018	$ 718,200	$ -		$ 3,169,316		$ 3,887,516	$ 1,171,757	$ 1,930,550	$ 6,989,822	2018
11	2019	720,050	-		3,112,127		3,832,177	1,007,168	2,071,150	6,910,495	2019
12	2020	719,950	-		3,080,410		3,800,360	1,012,608	2,078,450	6,891,418	2020
13	2021	717,950	-		3,053,509		3,771,459	1,005,277	2,076,650	6,853,386	2021
14	2022	726,150	-		3,057,838		3,783,988	510,749	2,077,650	6,372,387	2022
15	2023	-	-		3,193,041		3,193,041	513,963	2,071,250	5,778,254	2023
16	2024	-	-		3,186,562		3,186,562	510,347	2,266,750	5,963,659	2024
17	2025	-	-		3,188,427		3,188,427	510,603	2,263,500	5,962,530	2025
18	2026	-	-		3,186,561		3,186,561	509,566	2,265,750	5,961,877	2026
19	2027	-	-		3,185,476		3,185,476	512,428	2,268,000	5,965,904	2027
20	2028	-	-		3,192,279		3,192,279	508,852	-	3,701,131	2028
21	2029	-	-		3,191,761		3,191,761	509,050	-	3,700,810	2029
22	2030	-	-		3,186,872		3,186,872	507,892	-	3,694,764	2030
23	2031	-	-		3,191,916		3,191,916	-	-	3,191,916	2031
24	2032	-	-		3,192,582		3,192,582	-	-	3,192,582	2032
25	2033	-	-		3,193,701		3,193,701	-	-	3,193,701	2033
26	2034	-	-		3,185,430		3,185,430	-	-	3,185,430	2034
27	2035	-	-		3,191,741		3,191,741	-	-	3,191,741	2035
28	2036	-	-		3,184,025		3,184,025	-	-	3,184,025	2036
29	2037	-	-		3,086,336		3,086,336	-	-	3,086,336	2037
30	2038	-	-		3,232,770		3,232,770	-	-	3,232,770	2038
31	2039	-	-		3,229,176		3,229,176	-	-	3,229,176	2039
32	2040	-	-				-	-	-	-	2040
33	2041	-	-				-	-	-	-	2041
34	2042	-	-				-	-	-	-	2042
35	2043	-	-				-	-	-	-	2043
36	**TOTAL**	$ 3,602,300	$ -	$ -	$ 69,671,857	$ -	$ 73,274,157	$ 8,790,259	$ 21,369,700	$103,434,116	**TOTAL**
37						**Maximum Annual Debt Service:**	$ 3,887,516	$ 1,171,757	$ 2,268,000		
38						**Net Revenue Available for Debt Service:**	$ 6,000,000	$ 2,000,000	$ 5,030,000		
39						**Coverage Ratio:**	1.54x	1.71x	2.22x		

Proposed Financing Team

Issuer	**CITY OF PHARR**
Financial Advisor	Estrada Hinojosa & Co., Inc.
Bond Counsel	The Perez Law Firm, PLLC
Underwriters	Frost Hutchinson, Shockey, Erley, & Co. Siebert Cisneros Shank & Co., L.L.C.
Underwriters Counsel	Orrick Herrington & Sutcliffe, LLP
Rating Agency	Standard & Poor's
Bond Insurance	To Be Determined
Paying Agent	U.S. Bank

CITY OF PHARR, TEXAS

Preliminary Timetable of Events

SEPTEMBER 2017						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER 2017						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER 2017						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER 2017						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

October 16, 2017	**(Monday)**	**City Commission considers authorizing Plan of Finance and approval of Notice of Intention to issue Certificates of Obligation.**
October 18, 2017	**(Wednesday)**	**Publish 1st Notice of Intention to issue Certificates.**
October 18, 2017	(Wednesday)	Distribute 1st draft of Preliminary Official Statement (POS).
October 23, 2017	(Monday)	Receive comments on the 1st draft of POS documents.
October 25, 2017	**(Wednesday)**	**Publish 2nd Notice of Intention to issue Certificates.**
October 25, 2017	(Wednesday)	Distribute 2nd draft of Preliminary Official Statement (POS).
October 30, 2017	(Monday)	Receive comments on the 2nd draft of POS documents.
Week of October 30		**Ratings and Insurance Calls.**
November 3, 2017	(Friday)	Distribute 3rd draft of Preliminary Official Statement to entire working group (POS).
November 9, 2017	(Thursday)	Receive comments on the 3rd draft of POS documents.
November 13, 2017	(Monday)	Print and Distribute POS.
November 15, 2017	(Wednesday)	Receive Ratings and Premiums for Bond Insurance.
November 20, 2017	**(Monday)**	**Price the Obligations.**
November 20, 2017	**(Monday)**	**City Commission meeting to consider sale of the obligations.**
November 23, 2017	(Thursday)	Submit documents to Texas Attorney General.
November 27, 2017	(Monday)	Print and Distribute FINAL POS.
December 12, 2017	(Tuesday)	Receive approval from Texas Attorney General.
December 14, 2017	**(Thursday)**	**Close on financing. City receives their funds.**

Disclaimer

This document is intended for discussion purposes only and, in conjunction with oral presentations and further negotiations, is subject to the final terms of definitive transaction related written agreements, if appropriate, and is not a commitment to lend money, underwrite or purchase securities or commit capital, nor does it obligate this firm to enter into written agreements. Terms and conditions described herein are an indicative summary which may be amended or replaced by subsequent summaries.

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AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.
DATE SUBMITTED: October 9, 2017
MEETING DATE: October 16, 2017

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Change Order Number 1 for the Traffic Signal Improvements on Veterans Boulevard at Kelly Avenue and Eldora Road (Bid No. 1617-01-528-0035).

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason:

Issue: Change Order Number 1 is for additional items and work for traffic improvements at the intersection of Jackson Road and Business 83. Improvements include new boxes and loops on the south end of the intersection where the medians were recently installed.

Financial Consideration: Change Order Number 1 adds $4,300.00 to the contract and increases the contract amount from $232,764.75 to $237,064.75.

Staff Recommendation: Staff recommends approval of Change Order Number 1 to add $4,300.00 to the Traffic Signals on Veterans Boulevard at Kelly Avenue and Eldora Road contract.

Alternatives: N/A

ROUTING:

Maria Rangel	Created/Initiated - 10/09/2017
Omar Anzaldua	Approved - 10/10/2017
Karla Moya	Approved - 10/10/2017
City Management Office	Final Approval - 10/11/2017

D&G ENERGY CORPORATION
P.O. Box 4675
McAllen, TX 78502
Phone (956) 686-6040
Fax (956) 686-2405

Quote

456.236

Date 09/26/17

Customer City Of Pharr Texas
Address
City / State / ZIP
Job Location / # Jackson at Bus. 83

Phone 956-686-6040
Fax
E-Mail mgarcia@dgenergy corp.com
Attention Mike

Item	Description		QTY	Unit	Unit Cost	Amount
1	TYPE A GROUND BOXES		3	EA	$600.00	$1,800.00
2	2" CONDUIT		200	LF	$8.00	$1,600.00
3	2 CONDUCTOR BELDEN		250	LF	$2.00	$500.00
4	1" CONDUIT		20	LF	$5.00	$100.00
5	TIE-IN LOOPS		1	LS	$300.00	$300.00
					Subtotal	$4,300.00
					Taxes *	
					TOTAL*	$4,300.00

Thank you

Comments:

For D&G ENERGY CORP.

Leo Garcia
Vice President

D&G Use only:

Order submitted & approved by Customer

Date

Remitted to Accounting Department

by

Pharr Engineering

CHANGE ORDER

Contractor: D&G Energy Corp.

Change Order No.: 1

Project: Traffic Signal Improvements on Veterans Boulevard at Kelly Avenue and Eldora Road
Bid No. 1614-01-528-0035

Date: 10/9/2017

Notice to Proceed Date: 31-Jul-17

Change Order Amount: $ 4,300.00

You are directed to make the following changes in the Contract Documents:

Add quantities and items to contract. See attached quote.

Reason for Change Order:

Traffic improvements to Jackson Road at Business 83. Improvements include new loops and ground boxes on the south side of the intersection.

	Contract Price		**Contract Time(Calendar Days)**	
Original Contract:	$	232,764.75	Original Completion Date:	28-Nov-17
Previous Change Order: (+/-)	$	-	Additional Days:	8
This Change Order: (+/-)	$	4,300.00	Revised Completion Date:	6-Dec-17
Revised Contract Amount:	$	237,064.75		

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

Accepted:

D&G Energy Corp.	Maribel Garcia	10/10/2017
Contractor	Authorized Signature	Date

Recommended:

Albert J. Aldaña, PE		
Project Engineer	Authorized Signature	Date
Omar Anzaldua Jr., PE		
City Engineer	Authorized Signature	Date

Approved:

Juan Guerra		
City Manager	Authorized Signature	Date

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.
DATE SUBMITTED: October 12, 2017
MEETING DATE: October 16, 2017

FROM: Ruben Alfaro, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Change Order Number 1 and Final Reconciliation of Quantities for the Jackson Road and Cage Blvd. Raised Medians Construction Project (Bid Number 1617-01-528-0027).

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason:

Issue: IOC Company, LLC has completed the Jackson Road and Cage Blvd. Raised Medians Construction Project. A final inspection was held on September 25, 2017, and improvements were completed according to plans and specifications. Change Order Number 1 is to address several unforeseen conditions and minor changes encountered during construction, including a final reconciliation of quantities, time and items on the contract.

Financial Consideration: Change Order Number 1 increases the contract amount for the Jackson Road and Cage Blvd. Raised Medians Construction Project from $297,844.50 to $310,422.50. Final Payment and release of 5% Retainage is in the amount of $75,795.54.

Staff Recommendation: Staff recommends approval of Change Order Number 1 in the amount of $12,578.00 increasing the contract amount to $310,422.50 for the Jackson Road and Cage Blvd. Raised Medians Construction Project contract. As well as the approval for Final Payment in the amount of $75,795.54 including the release of the 5% Retainage.

Alternatives: N/A

ROUTING:

Ruben Alfaro Created/Initiated - 10/12/2017

Omar Anzaldua	Approved - 10/12/2017
Karla Moya	Approved - 10/12/2017
City Management Office	Final Approval - 10/12/2017

Pharr Engineering

CHANGE ORDER

Contractor: IOC Company, LLC

Change Order No.: 1

Project: Jackson Rd. and Cage Blvd. Medians

Date: 10/10/2017

Notice to Proceed Date: 7/3/2017

Change Order Amount: $12,578.00

You are directed to make the following changes in the Contract Documents:

1. Remove FURNISH & PLACE TOPSOIL
2. Increase FLEXIBLE BASE (CMP IN PLC) (TY E GR 4) (FINAL POS) to 49 CY
3. Increase D-GR HMA (SQ) TY-D SAC-A PG76-22 to 744 TONS
4. Reduce PLANE ASPH CONC PAV (1 1/2") to 397 SY
5. Increase PLANE ASPH CONC PAV (0 TO 1 1/2") to 3073 SY
6. Increase BIODEG EROSN CONT LOGS (INSTL) (12") to 320 LF
7. Increase CONC CURB (TY C) (BARRIER) to 619 LF
8. Increase CONC CURB (TY II) to 193 LF
9. Remove ALUMINUM SIGNS (TY A)
10. Remove INSTALL SM RDSD SGN ASSEM TY S80(1) xx (U-1 EXT)
11. Remove INSTALL SM RDSD SGN ASSEM TY S80(1) xx (U-2 EXT)
12. Increase WORK ZONE PAV MARK SHORT TERM (TAB) (TY W) to 82 EA
13. Reduce REFL PAV MRK TY I (W) 4" (SLD) (100 MIL) to 764 LF
14. Reduce REFL PAV MRK TY I (W) 8" (SLD) (100 MIL) to 1676 LF
15. Increase REFL PAV MRK TY I (Y) 8" (SLD) (100 MIL) to 456 LF
16. Increase REFL PAV MRKR TY II C-R to 127 EA
17. Increase VEHICLE LOOP DETECTOR (SAW-CUT) to 1143 LF
18. Add 1 EA MANHOLE ADJUSTMENT #1
19. Add 1 EA MANHOLE ADJUSTMENT #2
20. Add 1 EA DRILL SHAFT REMOVAL
21. Add 34 LF CURB TY C REMOVAL

Reason for Change Order:

1. Items removed as per response to RFI #5
2. Change due to revisions made in front of Junction Café
3. Additional asphalt to fit field conditions

4. - 5. Increased length of pvmt transition from 8.5' to 50' along direction of traffic to provide for a smoother ride on both Jackson Rd. and Cage Blvd

6. Additional erosion logs to fit field conditions
7. Changed dimensions of concrete island to better fit field conditions in front of Junction Café and added concrete island on SE corner of Park Ave / Cage Blvd intersection
8. Added 12 LF of curb to replace existing damaged curb adjacent to work area

9. - 11 Items removed as per response to RFI #4 (TXDOT to provide signs)

12. Additional tabs placed on Jackson Road to extend temporary lane for a safer transition

13. - 15. Revised pavement striping plans to better fit field conditions and to avoid eliminating a parking space

16. Additional markers needed to fit field conditions
17. Additional loops required more wiring

18. - 19. Adjusted existing manholes that were under existing pavement and were not visible prior to work being started

20. Removed part of traffic signal foundation that was left after City removed traffic signal poles
21. Adjusted size of concrete island to avoid losing a parking space (Junction Café)

	Contract Price		Contract Time(Calendar Days)
Original Contract:	$297,844.50	Original Completion Date:	9/25/2017
Previous Change Order: (+/-)	$0.00	Additional Days:	0
This Change Order: (+/-)	$12,578.00	Revised Completion Date:	9/25/2017
Revised Contract Amount:	$310,422.50		

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

Accepted:

IOC Company, LL — Contractor — Authorized Signature — Date: OCT 10 2017

Recommended:

Ramiro Gutierrez, P.E. — Project Engineer — Authorized Signature — Date: 10-11-17

Omar Anzaldua, P.E. — City Engineer — Authorized Signature — Date: 10-12-17

Approved:

Juan Guerra — City Manager — Authorized Signature — Date

Ambrosio Hernandez — Mayor — Authorized Signature — Date

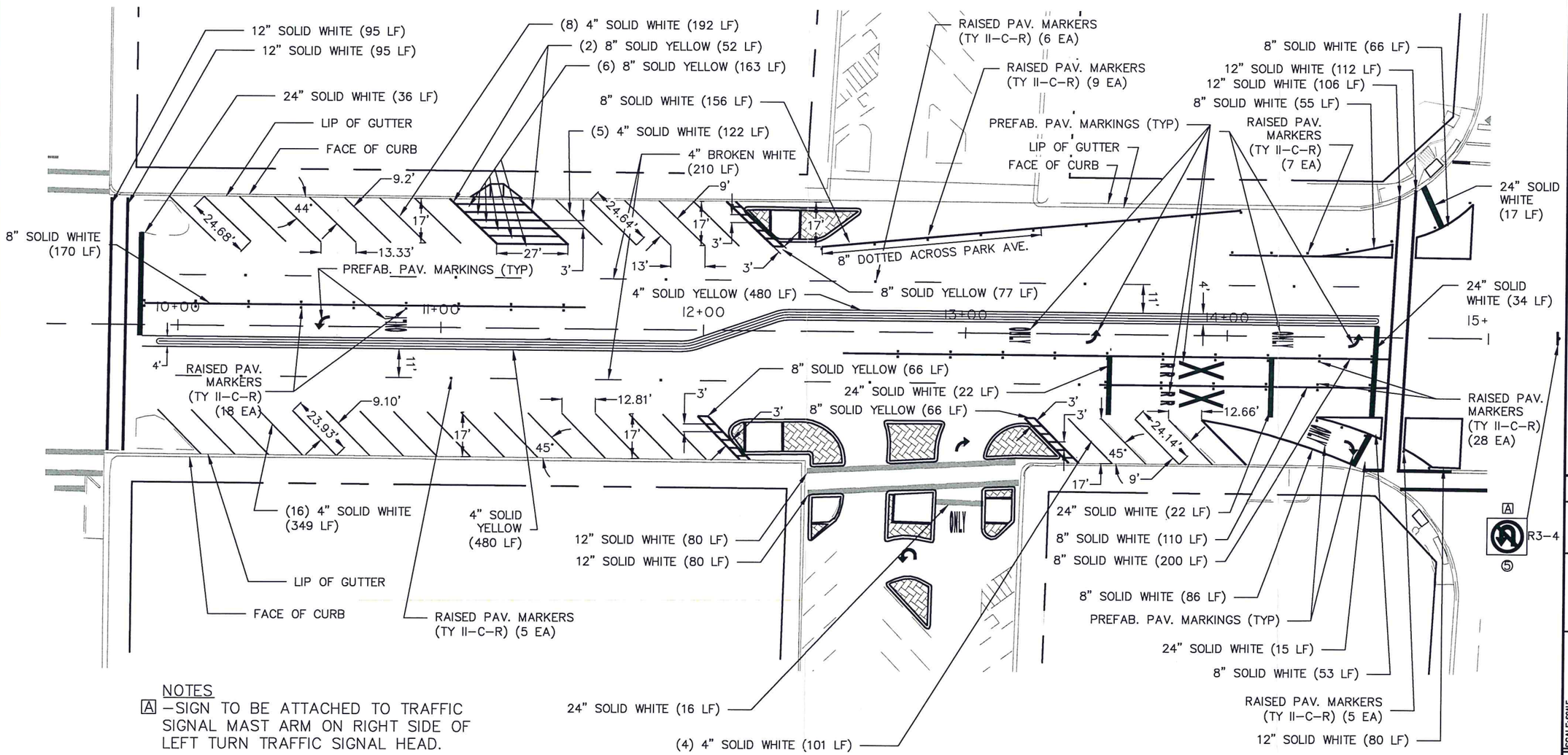
SHEET TOTALS

RAISED PAVEMENT MARKERS (ITEM 672)	
TY II C-R	73 EA
TY II A-A	

REFLECTORIZED PAVEMENT MARKINGS (ITEM 666)		CHANGE ORDER QUANTITIES
WHITE 4" BROKEN	210 LF	210 LF
WHITE 4" SOLID	840 LF	764 LF
WHITE 8" SOLID	1058 LF	896 LF
WHITE 12" SOLID	648 LF	648 LF
WHITE 24" SOLID	162 LF	162 LF
YELLOW 4" SOLID	960 LF	960 LF
YELLOW 8" SOLID	238 LF	424 LF

PREFAB. PAVEMENT MARKINGS (ITEM 668)	
WHITE (TY C) ARROW	5 EA
WHITE (TY C) U-TURN	1 EA
WHITE (TY C) WORD	5 EA
WHITE (TY C) RR XING	2 EA

0 20' 40'
1 INCH = 40 FT.



NOTES

A -SIGN TO BE ATTACHED TO TRAFFIC SIGNAL MAST ARM ON RIGHT SIDE OF LEFT TURN TRAFFIC SIGNAL HEAD.

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

STATE OF TEXAS
RAMIRO GUTIERREZ
65948
REGISTERED PROFESSIONAL ENGINEER
P.E.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMIRO GUTIERREZ, P.E. 65948 DATE:08/08/2017. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW.

US 281 (CAGE BLVD)
PROPOSED PAVEMENT MARKINGS & SIGNING LAYOUT

LOCATION

REVISION	DATE	BY

SCALE: SCALE
DATE: DATE
FB. No.: FB
SURVEY BY: SURVEY
DRAWN BY: DRAWN
PREPARED BY: PREPARED_BY
CHECKED BY: CHECKED_BY

CHANGE ORDER NO. 1 TABULATION
City of Pharr
Jackson Rd. and Cage Blvd. Medians

Owner Item Number	Original Plan Quanties	C. O. #1 Change in Quantities	C. O. #1 Quantities	Unit	Item Description	Original Unit Price	Revised Unit Price	Original Contract Cost	C. O. #1 Change in Contract Cost	C. O. #1 Revised Contract Cost
110	107.00	0.00	107.00	CY	EXCAVATION (ROADWAY)	$ 60.00	$ 60.00	$ 6,420.00	0.00	6,420.00
132	14.00	0.00	14.00	CY	EMBANKMENT (FINAL) (ORD COMP) (TY A)	$ 50.00	$ 50.00	$ 700.00	0.00	700.00
160	37.00	(37.00)	0.00	CY	FURNISH & PLACE TOPSOIL	$ 75.00	$ 75.00	$ 2,775.00	(2,775.00)	0.00
134	224.00	0.00	224.00	SY	CELL FIBER MULCH SEED (PERM) (URBAN) (CLAY)	$ 1.50	$ 1.50	$ 336.00	0.00	336.00
247	45.00	4.00	49.00	CY	FLEXIBLE BASE (CMP IN PLC) (TY E GR 4) (FINAL POS)	$ 110.00	$ 110.00	$ 4,950.00	440.00	5,390.00
275	135.00	0.00	135.00	SY	CEMENT TRT (EXST MATL & NEW BASE) (12")	$ 40.00	$ 40.00	$ 5,400.00	0.00	5,400.00
275	1.50	0.00	1.50	TON	CEMENT	$ 275.00	$ 275.00	$ 412.50	0.00	412.50
340	726.00	18.00	744.00	TON	D-GR HMA (SQ) TY-D SAC-A PG76-22	$ 125.00	$ 125.00	$ 90,750.00	2,250.00	93,000.00
354	491.00	(94.00)	397.00	SY	PLANE ASPH CONC PAV (1 1/2")	$ 9.25	$ 9.25	$ 4,541.75	(869.50)	3,672.25
354	1,693.00	1,380.00	3,073.00	SY	PLANE ASPH CONC PAV (0 TO 1 1/2")	$ 3.25	$ 3.25	$ 5,502.25	4,485.00	9,987.25
360	95.00	0.00	95.00	SY	CONC PVMT (CRCP) (12")	$ 180.00	$ 180.00	$ 17,100.00	0.00	17,100.00
464	6.00	0.00	6.00	LF	RC PIPE (CL III) (18 IN) (SPL)	$ 280.00	$ 280.00	$ 1,680.00	0.00	1,680.00
465	1.00	0.00	1.00	EA	INLET (COMPL) (PCO) (3FT X 5FT)	$ 4,250.00	$ 4,250.00	$ 4,250.00	0.00	4,250.00
502	2.00	0.00	2.00	MO	BARRICADES, SIGNS & TRAFFIC HANDLING	$ 8,000.00	$ 8,000.00	$ 16,000.00	0.00	16,000.00
506	310.00	10.00	320.00	LF	BIODEG EROSN CONT LOGS (INSTL) (12")	$ 4.00	$ 4.00	$ 1,240.00	40.00	1,280.00
506	310.00	0.00	310.00	LF	BIODEG EROSN CONT LOGS (REMOVE)	$ 2.00	$ 2.00	$ 620.00	0.00	620.00
528	267.00	0.00	267.00	SY	LANDSCAPE PAVERS	$ 250.00	$ 250.00	$ 66,750.00	0.00	66,750.00
529	1,561.00	0.00	1,561.00	LF	CONC CURB (TY A) (BARRIER)	$ 12.00	$ 12.00	$ 18,732.00	0.00	18,732.00
529	504.00	115.00	619.00	LF	CONC CURB (TY C) (BARRIER)	$ 15.00	$ 15.00	$ 7,560.00	1,725.00	9,285.00
529	181.00	12.00	193.00	LF	CONC CURB (TY II)	$ 36.00	$ 36.00	$ 6,516.00	432.00	6,948.00
531	1.00	0.00	1.00	EA	CURB RAMPS (TY 2)	$ 1,700.00	$ 1,700.00	$ 1,700.00	0.00	1,700.00
531	1.00	0.00	1.00	EA	CURB RAMPS (TY 11)	$ 1,700.00	$ 1,700.00	$ 1,700.00	0.00	1,700.00
636	2.00	(2.00)	0.00	EA	ALUMINUM SIGNS (TY A)	$ 55.00	$ 55.00	$ 110.00	(110.00)	0.00
644	2.00	(2.00)	0.00	EA	INSTALL SM RDSD SGN ASSEM TY S80(1) xx (U-1 EXT)	$ 150.00	$ 150.00	$ 300.00	(300.00)	0.00
644	1.00	(1.00)	0.00	EA	INSTALL SM RDSD SGN ASSEM TY S80(1) xx (U-2 EXT)	$ 150.00	$ 150.00	$ 150.00	(150.00)	0.00
662	42.00	40.00	82.00	EA	WORK ZONE PAV MARK SHORT TERM (TAB) (TY W)	$ 1.00	$ 1.00	$ 42.00	40.00	82.00
666	340.00	0.00	340.00	LF	REFL PAV MRK TY I (W) 4" (BKN) (100 MIL)	$ 1.25	$ 1.25	$ 425.00	0.00	425.00
666	840.00	(76.00)	764.00	LF	REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	$ 1.25	$ 1.25	$ 1,050.00	(95.00)	955.00
666	1,752.00	(76.00)	1,676.00	LF	REFL PAV MRK TY I (W) 8" (SLD) (100 MIL)	$ 2.50	$ 2.50	$ 4,380.00	(190.00)	4,190.00
666	877.00	0.00	877.00	LF	REFL PAV MRK TY I (W) 12" (SLD) (100 MIL)	$ 3.50	$ 3.50	$ 3,069.50	0.00	3,069.50
666	259.00	0.00	259.00	LF	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	$ 6.50	$ 6.50	$ 1,683.50	0.00	1,683.50
666	1,577.00	0.00	1,577.00	LF	REFL PAV MRK TY I (Y) 4" (SLD) (100 MIL)	$ 1.00	$ 1.00	$ 1,577.00	0.00	1,577.00
666	238.00	218.00	456.00	LF	REFL PAV MRK TY I (Y) 8" (SLD) (100 MIL)	$ 2.25	$ 2.25	$ 535.50	490.50	1,026.00
668	7.00	0.00	7.00	EA	PREFAB PAV MRK TY C (W) (ARROW)	$ 300.00	$ 300.00	$ 2,100.00	0.00	2,100.00
668	1.00	0.00	1.00	EA	PREFAB PAV MRK TY C (W) (U-TURN)	$ 450.00	$ 450.00	$ 450.00	0.00	450.00
668	7.00	0.00	7.00	EA	PREFAB PAV MRK TY C (W) (WORD)	$ 450.00	$ 450.00	$ 3,150.00	0.00	3,150.00
668	4.00	0.00	4.00	EA	PREFAB PAV MRK TY C (W) (RR XING)	$ 700.00	$ 700.00	$ 2,800.00	0.00	2,800.00
672	121.00	6.00	127.00	EA	REFL PAV MRKR TY II C-R	$ 6.50	$ 6.50	$ 786.50	39.00	825.50
688	800.00	343.00	1,143.00	LF	VEHICLE LOOP DETECTOR (SAW-CUT)	$ 12.00	$ 12.00	$ 9,600.00	4,116.00	13,716.00
	0.00	1.00	1.00	EA	MANHOLE ADJUSTMENT #1	$ 762.90	$ 762.90	$ -	762.90	762.90
	0.00	1.00	1.00	EA	MANHOLE ADJUSTMENT #2	$ 720.78	$ 720.78	$ -	720.78	720.78
	0.00	1.00	1.00	EA	DRILL SHAFT REMOVAL	$ 1,000.00	$ 1,000.00	$ -	1,000.00	1,000.00
	0.00	34.00	34.00	EA	CURB TY C REMOVAL	$ 15.48	$ 15.48	$ -	526.32	526.32
					TOTAL AMOUNTS:			**$ 297,844.50**	**$ 12,578.00**	**$ 310,422.50**

10/10/2017
12:04 PM

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.
DATE SUBMITTED: October 4, 2017
MEETING DATE: October 16, 2017

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action if any, authorizing the Pharr Police Department and the State of Texas to implement the FY2018 (Grant #2018-PharrPD-S-1YG-0098) State and Community Highway Safety Grant Program. This grant concentrates on Commercial Motor Vehicle Enforcement.

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason:

Issue: The City of Pharr Police Department conducted speed, occupant protection, and hazardous moving violation surveys in 2017 on city streets. Surveys indicate a need for CMV Enforcement for speeding violations and hazardous moving violations.

The Pharr Police Department has worked two fatal crashes involving Commercial Vehicles and or pedestrian and vehicles in 2017. The funds for Grant #2018-PharrPD-S-1YG-0098 will be designated as overtime hours for police officers to work enforcement concentrating on Commercial Vehicle violations.

Financial Consideration: The total amount for this Grant is $16,523.26. The amount covered by TxDot is $11, 986.34 and the required match for City of Pharr Police Department is $4,536.92.

Staff Recommendation: Approve Grant

Alternatives: Not approve this grant and deny funds.

ROUTING:

Joel Robles	Created/Initiated - 10/04/2017
Jose Luengo	Approved - 10/10/2017
Karla Moya	Approved - 10/10/2017

Patricia Rigney	Approved - 10/11/2017
City Management Office	Final Approval - 10/12/2017

Texas Traffic Safety eGrants

Fiscal Year 2018

Organization Name: City of Pharr Police Department

Legal Name: City of Pharr

Payee Identification Number: 17460018751005

Project Title: STEP CMV

ID: 2018-PharrPD-S-1YG-0098

Period: 10/01/2017 to 09/30/2018

Texas Department Of Transportation - Traffic Safety
Electronic Signature Authorization Form

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: City of Pharr

Project Title: STEP CMV

Authorizing Authority
The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

Name:	
Title:	
Signature:	
Date:	
Under the authority of Ordinance or Resolution Number (if applicable)	

Authorized to Electronically Sign Grant Agreements and Amendments
List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.		
2.		
3.		

Texas Traffic Safety eGrants

Fiscal Year 2018

Organization Name: City of Pharr Police Department

Legal Name: City of Pharr

Payee Identification Number: 17460018751005

Project Title: STEP CMV

ID: 2018-PharrPD-S-1YG-0098

Period: 10/01/2017 to 09/30/2018

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Pharr** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2018.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.600**
CFDA Title: **State and Community Highway Safety Grant Program**
Funding Source: Section **402**
DUNS: **147286095**
FAIN:
18X9204020TX17
69A37518300004020TX0

Project Title: **STEP CMV**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2017** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2018** unless terminated or otherwise modified.

Total Awarded: **$16,523.26**
Amount Eligible for Reimbursement by the Department: **$11,986.34**
Match Amount provided by the Subgrantee: **$4,536.92**

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

Subgrantee Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

TxDOT Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. It will comply with political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide

compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final

payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or

2. There is a written thirty (30) day notice by either party; or

3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and

convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

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

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other

resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency and Subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to

confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision- making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://www.txdot.gov/business/partnerships/dbe.html

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non- discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub- contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor

shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification , in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

In executing this agreement, each signatory certifies to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: https://www.sam.gov

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five (5) executives to the State if:
i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than $750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."

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

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non- domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or

local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION [This article applies only to non-profit entities.]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each Subgrantee will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

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RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend grant related training as requested by the Department.

D. Attend meetings according to the following:
1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.

G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement.

H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.

I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage), hours worked, type of citation issued or arrest made, officer and supervisor signatures.

K. All STEP agencies must provide the following provision in all daily activity report forms: "I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

L. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

M. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.

N. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.

P. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.

Q. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.

R. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

S. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

T. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

U. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

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RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports
2. physical inspection of project records and supporting documentation
3. telephone conversations
4. e-mails and letters
5. quarterly review meetings
6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met
2. Review project accomplishments (performance measures completed, targets achieved)
3. Account for any approved Program Income earned and expended
4. Identify exemplary performance or best practices

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PROGRAM ELEMENT SELECTION

YEAR LONG

	DWI	DWI: Driving While Intoxicated
	Speed	Speed: Speed Enforcement
	OP	OP: Occupant Protection (Safety Belt and Child Safety Seat)
	ITC	ITC: Intersection Traffic Control
	DD	DD: Distracted Driving

WAVE

	DWI	Jurisdiction wide (DWI enforcement effort must be focused at locations where there is an over-representation of alcohol-related crashes and/or DWI arrests)
	Speed	Jurisdiction wide (Speed enforcement should be focused on areas where there is at least a 50% noncompliance with the posted speed limits and/or a higher number of speed-related crashes)
	OP	Jurisdiction wide
	DD	Jurisdiction wide

CMV

X	Speed,OP&HMV	CMV: Commercial Motor Vehicle; HMV: Hazardous Moving Violations

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GOALS AND STRATEGIES

Goal: To reduce commercial motor vehicle crashes, injuries, and fatalities involving vehicles with a vehicle body type of "Semi-Trailer" or "Truck-Tractor"

Strategies:
- Increase and sustain high visibility enforcement of commercial motor vehicle (CMV) speed limits.
- Increase public information and education on sharing the road with commercial motor vehicles (CMV).
- Increase public education and information campaigns regarding enforcement activities.
- Increase and sustain high visibility enforcement of traffic safety-related laws.

☒ I agree to the above goals and strategies.

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BASELINE INFORMATION

Baseline Year (12 months) From 1/1/2015 to 12/31/2016

Baseline Measure	Baseline Number
Number of CMV speed citations (non STEP)	0
Number of CMV safety belt citations (non STEP)	0
Number of CMV hazardous moving violation citations (non STEP)	63

Baseline Number		Month/Year of Survey
Percentage of CMV speed compliance	88.888 %	02/2017
Percentage of CMV safety belt usage	93.4 %	02/2017

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LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number
1. Number and type citations/arrests to be issued under STEP	
a. Increase CMV speed citations by	100
b. Increase CMV safety belt citations by	20
c. Increase CMV HMV citations by	292
2. Proposed total number of traffic related crashes	
a. Reduce the number of speed and/or hazardous moving violation related crashes that involve a CMV to	5
3. Increase speed compliance	
a. Increase the CMV speed compliance rate to	91
4. Increase safety belt usage	
a. Increase the CMV safety belt usage rate among drivers and front seat passengers to	95.4
5. Number of Enforcement Hours	329
Step Indicator	**2.50**

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

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PI&E OBJECTIVE/PERFORMANCE MEASURE

Objectives/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	4
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	4
c. Conduct community events (e.g. health fairs, booths)	2
d. Produce the following number of public information and education materials	0
e. Number of public information and education materials distributed	500

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Operational Plan

Page Title: 2017 Speed & OP

Site Number	Type (Speed, OP, ITC)	Site Description (include Miles Per Hour)	Survey Results (Compliance Percentage)	Enforcement Period (Days & Times)
1. SP1-HMV	CMV-speed	6000 N. Cage to 2000 N. Cage 50mph/2000 N. Cage to 100 N. Cage 30mph/100 S. Cage to 1300 S. Cage 30mph/1500 S. Cage to 9900 S. Cage 55mph 6600 N. Cage to 9900 S. Cage approx 11.20 miles	93.3%	Sunday through Saturday; 0800 hours to 1800 hours
2. SP-2 - HMV	CMV-speed	Veterans Blvd. 6000 N. Veterans to 9900 S. Veterans is 30 miles per hour the length of road approximately 10.66 miles	73.68%	Sunday through Saturday; 0800 hours to 1800 hours
3. CMV OP	OP	City Wide Jurisdiction	93.4%	Sunday through Saturday; 0800 hours to 1800 hours
4.			%	
5.			%	
6.			%	
7.			%	

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BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	$11,986.34	$0	$11,986.34
(200)	Fringe Benefits:	$0	$2,352.92	$2,352.92
	Sub-Total:	$11,986.34	$2,352.92	$14,339.26
Category II - Other Direct Costs				
(300)	Travel:	$0	$2,184.00	$2,184.00
(400)	Equipment:	$0	$0	$0
(500)	Supplies:	$0	$0	$0
(600)	Contractual Services:	$0	$0	$0
(700)	Other Miscellaneous:	$0	$0	$0
	Sub-Total:	$0	$2,184.00	$2,184.00
Total Direct Costs:		$11,986.34	$4,536.92	$16,523.26
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	$0	$0	$0
Summary				
	Total Labor Costs:	$11,986.34	$2,352.92	$14,339.26
	Total Direct Costs:	$0	$2,184.00	$2,184.00
	Total Indirect Costs:	$0	$0	$0
Grand Total		$11,986.34	$4,536.92	$16,523.26
	Fund Sources (Percent Share):	72.54%	27.46%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.B.
DATE SUBMITTED: October 10, 2017
MEETING DATE: October 16, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with R. Gutierrez Engineering Corporation for Professional Engineering Services for the West Thomas Road Intersection Widening Project.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason: N/A

Issue: The City of Pharr is requesting the authorization from City Commission on approving the City Manager to enter and negotiate a contract for Professional Engineering Services with R. Gutierrez Engineering Corporation for the West Thomas Road Intersection Widening Project.

Financial Consideration: Engineering Fee Estimate $19,350

Staff Recommendation: Staff recommends approval and authorization to negotiate and enter into a contract with R.Gutierrez Engineering Corporation for Professional Engineering Services for the West Thomas Road Intersection Widening Project

Alternatives: N/A

ROUTING:

Omar Anzaldua	Created/Initiated - 10/10/2017
Omar Anzaldua	Approved - 10/10/2017
Karla Moya	Approved - 10/10/2017
Patricia Rigney	Approved - 10/11/2017
City Management Office	Final Approval - 10/12/2017

PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES

THE STATE OF TEXAS	**§**
	§
CITY OF PHARR	**§**
	§
COUNTY OF HIDALGO	**§**

This AGREEMENT is between **R. Gutierrez Engineering Corporation.** (hereafter referred to as "ENGINEER"); and **City of Pharr**, (hereinafter referred to as the "CLIENT"). ENGINEER is hereby authorized to perform professional services in connection with **West Thomas Road Intersection Widening Project**., hereinafter referred to as the Project.

Contract ID #: _____

Date: _____

CLIENT: City of Pharr, TX

Address: PO Box 1729, 118 S. Cage, Pharr, Texas 78577

Project: **West Thomas Road Intersection Widening Project**

Project Location: Pharr, Texas

Section 1

General Scope of Services
and
Project Description

This AGREEMENT is based on providing the following services for the Project as described in Exhibit A-Scope of Services. Should a conflict arise between the terms and conditions contained within this AGREEMENT and the Scope of Services, this AGREEMENT shall govern.

NOTICE: *ENGINEER acknowledges that it is aware of local ordinances and other restrictions that may apply within the Project location area. It also acknowledges having received a copy of and understood the applicable provisions and restrictions contained within Resolution R-2010-06.*

Section 2

Representations and Warranties

By executing this AGREEMENT the undersigned representatives warrant, and claim that they are authorized to approve the transaction and provisions provided herein, and further authorized to bind the represented party to this AGREEMENT. Any amendment to any term shall comply with provisions contained in this AGREEMENT related to changes of terms or conditions, or amendments thereof.

Section 3

Engineer Insurance and Indemnification

3.1 ENGINEER will maintain throughout this AGREEMENT the following insurance: workmen's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. CLIENT will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverage as mentioned above and ENGINEER waives subrogation against CLIENT as to said policies.

(a) Type of policies and coverage.

(1) General Liability Coverage. Engineer shall maintain commercial general liability insurance in an amount not less than $1,000,000 per occurrence for bodily injury, personal injury and property damage. If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this AGREEMENT or the general aggregate limit shall be at least twice the required occurrence limit.

(2) Automobile Liability Coverage. Engineer shall maintain automobile liability insurance in an amount not less than $1,000,000 combined single limit for each occurrence, for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability Coverage. Engineer shall maintain workers' compensation insurance as required by the State of Texas and employer's liability insurance in an amount not less than $1,000,000 per occurrence, for any and all persons employed by Engineer in connection with the performance of services under this AGREEMENT.

(4) Professional Liability Coverage. Engineer shall maintain professional errors and omissions liability insurance in an amount not less than $1,000,000 per claim, covering negligent acts, errors or omissions which may be committed by Engineer and/or any of Engineers agents,

employees, and personnel acting in furtherance of its services under this AGREEMENT.

(b) Endorsements. Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions to the extent applicable to each insurance policy:

(1) The CLIENT, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Engineer; products and completed operations of Engineer; premises owned, occupied or used by Engineer; or automobiles owned, leased, hired or borrowed by Engineer. The coverage shall contain no special limitations particular to the scope of protection afforded to CLIENT, its officers, officials, employees, agents or volunteers.

(2) For any claims related to the Project subject to Article 3.4 of this Agreement, Engineer's insurance coverage shall be primary insurance as respects the CLIENT, its officers, officials, employees, agents and volunteers. Any insurance maintained by CLIENT, its officials, employees, agents or volunteers shall be excess of Engineer's insurance and shall not contribute with it.

(3) Any failure of ENGINEER to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CLIENT, its officers, officials, employees, or volunteers.

(4) Engineer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Engineer's insurance coverage required and set forth in this Section 3 shall be endorsed in such a manner so as to not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice of cancellation or non-renewal and ten (10) days' notice for non-payment of premium. Notice to the CLIENT must be made by certified mail, return receipt requested.

(a) Deductibles. Any deductibles must be declared to and approved by CLIENT. At CLIENT's option, Engineer shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

(b) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A, unless otherwise approved by CLIENT in writing.

(c) *Verification of coverage.* Engineer shall provide certificates of insurance with copies of original endorsements to CLIENT as evidence of the insurance coverage required by this AGREEMENT. Certificates of such insurance shall be filed with CLIENT before commencement of work by Engineer. At the request of CLIENT, Engineer shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this AGREEMENT.

3.2 The ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, officials, city engineers, directors, members, managers, employees, and CLIENT's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of ENGINEERS, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of delays of performance.

3.3 The ENGINEER agrees that it shall, at ENGINEER's sole expense, indemnify and hold harmless the CLIENT against liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the indemnitor or indemnitor's agent, consultant under contract, or another entity over which the indemnitor exercises control. ENGINEER shall reimburse CLIENT reasonable attorney's fees.

Section 4

Termination

4.1 This contract will take effect immediately upon approval of both parties and automatically terminate at the completion of the project in accordance with the time schedule set forth in Exhibit B-Work Schedule or as otherwise allowed herein. Upon termination of the AGREEMENT, the obligations of each of the respective parties shall cease immediately except as herein provided otherwise. Upon the expiration of this contract, the contract may be renewed only with the consent of the City of Pharr Board of Commissioners.

4.2 This AGREEMENT may also be terminated for convenience on fifteen (15) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not attempt to cure any deficiency related to nonperformance no later than five (5) days following receipt of any written notice of deficiency. Termination may occur if it can reasonably be inferred by information exchanged that an anticipated breach will occur. Upon such anticipatory breach, the non-breaching party may immediately file a claim on bond or other necessary action so as to avoid harm, injury, and damages including delays.

4.3 If this AGREEMENT is terminated by CLIENT with cause or by ENGINEER without cause; the ENGINEER shall be paid the reasonable value of services performed by the ENGINEER prior to termination date. Expenses related to the PROJECT will be paid accordingly upon receiving invoices, timesheets and ENGINEER's requests for payment for all expenses and services arising from work performed and expenses incurred prior to the date of termination. ENGINEER shall have thirty (30) days to submit its final request for payment from the date of termination along with all appropriate documentation in support of same. No other expenses related to this PROJECT or agreement prior to termination date will be paid. CLIENT shall have the right to review all expenses, if questions arise concerning expenses, no payment will be made until AGREEMENT is reached between CLIENT and ENGINEER. The parties are also bound by applicable state or federal requirements related to the use or payment of fees and expenses.

4.4 As CLIENT is a governmental entity, it is at all times subject to the budgetary considerations of any given year as well as changes that may occur during each fiscal year. If at any time the CLIENT believes that due to budgetary considerations it is no longer able to perform under this AGREEMENT, CLIENT shall provide written notification of its termination of the AGREEMENT, which shall be effective immediately upon notification. Upon termination of AGREEMENT, the obligation of each the respective parties shall cease immediately pursuant to Tex. Loc. Govt. Code Ann. §271.903.

4.5 **Pre-Litigation Alternative Dispute Resolution Requirement**. Except under an anticipatory breach, prior to the filing of any cause of action by either party in a court of competent jurisdiction, the claiming party shall make an attempt to refer any dispute to mediation. Upon acceptance by the non-claiming party, the parties shall mutually appoint a qualified mediator and thereafter schedule and participate in mediation. The costs of mediation shall be divided equally between the parties.

Section 5

Professional Services Fee

5.1 The fee for providing the Scope of Services as described in **Exhibit C-Fee Estimate**.

5.2 For all services to be performed by ENGINEER under this AGREEMENT, ENGINEER shall be paid the amounts set forth in **Exhibit C-Fee Estimate** according to the completion of each task. In no event shall ENGINEER's total compensation exceed the sum of **($19,530) Nineteen Thousand Five Hundred and Thirty Dollars** without additional written authorization from CLIENT. Payment by CLIENT under this AGREEMENT shall not be deemed a waiver of defects, even if CLIENT knew such defects at the time of payment.

Section 6

Reimbursable Expenses

6.1 Reimbursable expenses shall be approved by CLIENT before charges are rendered. Reimbursable expenses are in addition to the Professional Services Fee and will be invoiced at their direct cost plus five percent (5%). Reimbursable expenses include Reproduction of Documents; any other disbursements and expenses made on behalf of the CLIENT; with the CLIENT's approval. A reimbursable expense does not include

postage, FedEx, UPS, DHL or any overnight delivery services. ENGINEER or ARCHITECT or any CONTRACTOR is not authorized to claim on behalf of service or goods providers or any sub-contractor liquidation or consolidation of claims for expenses and cost amounts that were invoiced and paid by CLIENT directly to ENGINEER, ARCHITECT or any CONTRACTOR.

6.2 The CLIENT or any duly authorized representative of the funding agency shall have access to any books, documents, papers and records of the ENGINEER which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

Section 7

Application for Payments (Invoices)

7.1 Payment in full of all invoices is due within thirty (30) business days after approval of CLIENT, only original invoices will be accepted, no faxes or copies of invoice(s) will be accepted for payments. If CLIENT objects to all or any portion of invoice(s), CLIENT shall notify ENGINEER, in writing, within 10 days of the nature of such objection and the amount in dispute. CLIENT shall pay when due the portion of the billing, if any, which is not in dispute. The ENGINEER and CLIENT will make every effort to settle the disputed invoice(s) through good faith negotiations.

Section 8

Qualifications on Obligation to Pay

8.1 CLIENT shall not be obligated to make payment to ENGINEER in the event one or more of the following conditions are in existence:

8.2 ENGINEER is in default of any of its obligations hereunder or otherwise is in default under this AGREEMENT or any of the Contract documents and CLIENT has provided written notice of such alleged default and provided ENGINEER a reasonable opportunity to cure.

8.3 Any part of such payment is attributable to services which are not performed in accordance with this AGREEMENT; for which CLIENT has provided written notice of such non-conformance to ENGINEER and provided ENGINEER a reasonable opportunity to cure; provided however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this AGREEMENT;

8.4 ENGINEER has failed to make payment promptly to Engineers or other third parties used in connection with the services for which CLIENT has made payment to ENGINEER;

8.5 If CLIENT, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this AGREEMENT, the CLIENT shall provide ENGINEER with written notice in reasonably sufficient detail of its basis for withholding payment and the portion of services CLIENT deems sufficient for payment to resume; no additional payments will be due ENGINEER hereunder unless and until ENGINEER, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by CLIENT to be sufficient to so complete the services;

8.6 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the services to which such partial payment relates or relieves ENGINEER of any its obligations hereunder with respect thereto;

8.7 ENGINEER shall promptly pay all bills for labor performed and materials furnished by others in connection with the performance of the services.

8.8 ENGINEER acknowledges that ENGINEER's skill and expertise is a material consideration for CLIENT entering into this AGREEMENT. ENGINEER shall not assign, subcontract or delegate to any other party the performance of any to be rendered by ENGINEER under this AGREEMENT without prior written approval of CLIENT. If CLIENT consents to any subcontracting of work, ENGINEER shall be fully responsible to CLIENT for all acts or omissions of the sub-consultant (s).

Section 9

Final Payment

9.1 Final Payment After final completion of the work and acceptance thereof by CLIENT, ENGINEER shall submit a final invoice "Final Invoice" which shall set forth all amounts due and remaining unpaid to ENGINEER and upon approval thereof by CLIENT, CLIENT shall pay to ENGINEER the amount due "Final Payment" under such Final Invoice in accordance with Section 7 and 8.

9.2 WAIVER. The making of the Final Payment shall constitute a waiver of all claims by the CLIENT except those arising from (1) faulty or defective services appearing after completion of the Work, (2) failure of the services to comply with the requirements of this AGREEMENT or the Contract documents or the Scope of Services or (3) terms of any special warranties required by this AGREEMENT or provided by law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims for payment by the ENGINEER except those previously made in writing and identified by the ENGINEER as unsettled at the time of the Final Invoice for payment.

Section 10

Ownership and Reuse of Documents

10.1 The CLIENT will be entitled to retain ownership of the Project Documents. The CLIENT will retain original documents (Plans and Specifications, drawing, designs, invoices, subcontractor invoices, hourly time sheets, sub-contracts, and survey notes) developed in connection with services performed, CLIENT shall have sole right to use such materials at its discretion without further compensation to ENGINEER or to any other party. The ENGINEER may retain reproducible copies of such documents. The CLIENT will require copies of all final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT Construction Plans. CLIENT hereby agrees, to the extent permitted by law, to defend, indemnify, and hold ENGINEER harmless from any claim or liability for injury or loss allegedly arising from the CLIENT'S reuse of the project documents for any other project not related to this Project.

10.2 As-built drawings will be required to be signed and seal at the end of the project and will be required to submit one set of 11" x 17" drawings. The CLIENT will also require copies of any final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT As-Built Construction Plans.

Section 11

Other Conditions or Services

11.1 Notwithstanding anything to the contrary contained in this AGREEMENT, CLIENT and ENGINEER agree and acknowledge that CLIENT is entering into this AGREEMENT in reliance on ENGINEER's experience and abilities with respect to performing the Services outlined in the Scope of Services. ENGINEER represents to CLIENT that ENGINEER will use its best efforts, skill judgment and abilities to manage the project and to further the interests of CLIENT in accordance with CLIENT's requirements and procedures, in accordance with all applicable national, federal, state, and municipal laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction.

11.2 ENGINEER must perform its services (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality

and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

11.3 The ENGINEER represents, covenants and agrees that the person directly in charge of the professional ENGINEER work is duly registered under applicable Texas Law.

11.4 The CLIENT and ENGINEER agree that certain increased cost and changes may be required because of design errors or omissions in the drawings and specifications prepared by the ENGINEER. In evaluating design errors and omissions related to underground utility work, conflicts due to insufficient knowledge of underground pipe locations, abandoned pipes unknown to designer or other conflicts related to city owned and third party utilities shall not be considered design errors or omissions unless such conflicts should have reasonably been known by ENGINEER. ENGINEER shall make every effort to contact all underground utilities to indicate the location of their fixtures with the project area, ENGINEER shall keep documentation that such effort were made and will be require to turn over such documentations upon request of CLIENT, calling DIGTESS or 811 or One-Call center for Utilities location does not constitute effort from ENGINEER. The CLIENT will provide ENGINEER information of their underground facilities.

11.5 The CLIENT understands and agrees that ENGINEER's contractual duties related to identifying the existence and general location of existing utilities within the project limits will be as follows: 1.) ENGINEER will contact known public and franchise utilities owners that serve the project area and request that such utilities owners provide record drawings identifying such utilities; 2.) ENGINEER will maintain documentation of contacts with utilities contacted and ENGINEER agrees to provide CLIENT with electronic copies of same upon request by the Client; 3.) ENGINEER/ENGINEER'S REPRESENTATIVE will visit the project location and use reasonable efforts to identify observed utilities and other visible markers which will be recorded on the project documentation; and 4.) ENGINEER will engage the services of a utility location service provider, which may be DIGTESS, and include the information provided by same in the project documentation. ENGINEER will use reasonable and customary efforts to identify known and observed underground utilities utilizing the methodologies identified above which will constitute a good faith effort by ENGINEER. CLIENT acknowledges that unknown, unidentified and unrecorded underground utilities that may be encountered during construction activities, assuming that ENGINEER has performed the steps identified above, shall be considered as unforeseen conditions.

11.6 Where a change order to the construction contract is caused by a design error or omission committed by ENGINEER and the cumulative cost of all such changes orders exceeds two percent (2%) of the original construction contract amount, ENGINEER shall be obligated to reimburse CLIENT for one hundred percent (100%) of such excess cost. The formula of such reimbursement is as follows: [Cost of Design Error or

Omission Change Orders] - [Original Construction Contract Amount x 0.02] = Required Reimbursement to CLIENT. ENGINEER shall not be required to reimburse CLIENT if cumulative cost of design error change order(s) does not exceed two percent of the original construction contract amount.

Section 12

Special Provisions

12.1 This document constitutes the entire AGREEMENT between the CLIENT and ENGINEER and may be modified only by AGREEMENT of both parties. All modifications will be in the form of an amended written AGREEMENT.

12.2 If either party should default (the "Defaulting Party"), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees. A subsequent determination by a court of law of this State that any substantive portion of this AGREEMENT is illegal or unenforceable shall not affect the remaining portions of this AGREEMENT.

12.3 The parties agree that venue shall lie in Hidalgo County, Texas, and further agree that Texas laws shall apply.

AGREED AS TO SUBSTANCE AND FORM

R. Gutierrez Engineering Corporation
130 East Park Avenue
Pharr, TX 78577
Ramiro Gutierrez, P.E.

ENGINEER

By:_____
Signature

ENGINEER

SIGNED on this the _____ day of _____, 20 ____.

_____
Juan Guerra
City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 ___.

Exhibit A
Scope of Services

The following provides an outline of the services to be provided by the Engineer in the development of the Project.

The Engineer will also provide engineering services for developing plans, specifications, and estimate for the reconstruction and widening of Thomas Road, from Cage Boulevard, west approximately 500-feet for the addition of a left turn lane at this location. The work on Thomas Road will include development of a right-of-way parcel for one parcel needed for providing a corner clip at the intersection with Cage Boulevard.

New vehicle detection loops, and other signal equipment upgrades that may be required.

Coordination with utility companies in arranging for relocation of their facilities is also included in this scope.

Task A – Preliminary Design

The Engineer will perform the following tasks:

- Review existing conditions and develop design criteria
- Coordinate Proposed Work with TxDOT
- Review existing Survey of Existing Conditions
- Develop Preliminary Schematic of Pavement Widening and Pavement Markings
- Develop Preliminary Traffic Control Plan
- Develop Preliminary Construction Cost Estimate
- Submit Preliminary Engineering Schematic to City and TxDOT for review

Task B – Final Design

The Engineer will perform the following tasks:

- Develop Intersection Layout with Pavement Widening
- Develop Details of Pavement Widening and Pavement Markings
- Develop Final Traffic Control Plan
- Develop Specifications, Bid Proposal & Bid Documents
- Develop Final Construction Cost Estimate

Task C – Right-of-Way Parcels

The Engineer will perform the following tasks:

- Obtain a Title Report for obtaining the title information to develop the right-of-way parcel
- Develop 1 right-of-way parcel for acquisition of a corner clip on Thomas Road

Task D – "As-Built" Drawings

The Engineer will develop the following:

- Provide "As-Built" Drawings of Project on DWG

Note the following:

- Geotechnical Investigation and Pavement Design, if necessary, to be provided by the City of Pharr.
- Traffic studies or analysis is not part of this scope.
- City will acquire the right-of-way parcel and pay for all right-of-way acquisition costs.

Exhibit B
Time Schedule

Task A – Preliminary Design – 30 days

Task B – Final Design – 30 days *

Task C – Right-of-Way Parcels – 30 days **

Task D – "As-Built" Drawings – 5 days (after construction completion)

* Note: Adjustment of utilities can cause a delay to this schedule and delay the actual bidding of the project.

** Note: Acquisition of ROW can be delayed by extended negotiations or uncooperative owners.

Exhibit C- Fee Schedule

Payment shall be based on each task completed:

Task A – Preliminary Design – $ 6,189.00

Task B – Final Design – $ 8,623.00

Task C – Right-of-Way Parcels and Acquisition – $ 7,625.00

Task D – "As-Built" Drawings – $ 3,570.00

Total Lump Sum Amount – $ 19,530.00

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.C.
DATE SUBMITTED: October 10, 2017
MEETING DATE: October 16, 2017

FROM: Adolfo Garcia, Library Director

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Consideration and action if any, authorizing City Manager to accept proposals from Superior Alarms for cabling of the internal network for the South Pharr Development and Research Center in the amount of $40,688.24 .

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason:

Issue: The installation proposal with Superior Alarms for the South Pharr Development and Research Center.

Financial Consideration:

Staff Recommendation: Recommend to approve and proceed with the installation.

Alternatives:

ROUTING:

Adolfo Garcia	Created/Initiated - 10/10/2017
Adolfo Garcia	Approved - 10/11/2017
Karla Moya	Approved - 10/12/2017
Patricia Rigney	Approved - 10/13/2017
City Management Office	Final Approval - 10/13/2017

600 Ash Avenue - P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax (956) 213-1179

We send the police there in a hurry!

Thursday, October 12, 2017

CITY OF PHARR
ATTN: RICK CASTRO
P.O. BOX 1729
PHARR, TX 78577
RICK CASTRO 638-1595

INSTALLATION ADDRESS:
DEVELOPMENT & RESEARCH CENTER
850 W. DICKER RD.
PHARR, TX
402-4900

We are pleased to submit the following proposal for Data Cabling at the above location.

TV DROPS TO INCLUDE:

1	LOT	CAT6 CABLE
1	SATR	2 TEER RACK
4	SA-VNC-2851	HDMI OVER CAT5 CONVERTER
8	SA-H2HD	HDMI WALL MOUNT
1	LTAC3100	100FT HDMI CORD
4	LTA3025B	25FT HDMI CORD
20	RJ45	CONNECTORS
8	IC1078E5BL	INSERT
8	SADG	BACKBOXES
1	LABOR	LABOR/MISC/CONDUIT

TOTAL INVESTMENT **$3,480.00+TAX EXEMPT**

Customer to provide
NETWORK SWITCH/CONNECTION
NECESSARY POWER OUTLET BEHIND EACH TV

We agree to the above system design and the terms listed below and authorize Superior Alarms to begin work. We also agree to sign a commercial sales agreement.

BALANCE DUE ON COMPLETION

(Note: THIS PROPOSAL IS PROPRIETARY INFORMATION AND ANY DISCLOSURE TO ANY PARTY IS PROHIBITED)

Thank you for the opportunity to serve your security needs. If you have any questions feel free to call me at **682-6005X1801**.

Sincerely,
Flor Salazar
Sales Representative

X_____
Authorization

_____
Date

600 Ash Avenue - P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax (956) 213-1179

We send the police there in a hurry!

Thursday, October 12, 2017

CITY OF PHARR
ATTN: RICK CASTRO
P.O. BOX 1729
PHARR, TX 78577
RICK CASTRO 638-1595

INSTALLATION ADDRESS:
DEVELOPMENT & RESEARCH CENTER
850 W. DICKER RD.
PHARR, TX
402-4900

We are pleased to submit the following proposal for Data Cabling at the above location.

SYSTEM TO INCLUDE:

1 LIFT RENTAL

TOTAL INVESTMENT $4,103.00+TAX EXEMPT

We agree to the above system design and the terms listed below and authorize Superior Alarms to begin work. We also agree to sign a commercial sales agreement.

BALANCE DUE ON COMPLETION

(Note: THIS PROPOSAL IS PROPRIETARY INFORMATION AND ANY DISCLOSURE TO ANY PARTY IS PROHIBITED)

Thank you for the opportunity to serve your security needs. If you have any questions feel free to call me at **682-6005X1801**.

Sincerely,
Flor Salazar
Sales Representative

X_____ _____
Authorization Date

600 Ash Avenue - P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax (956) 213-1179

We send the police there in a hurry!

Tuesday, October 10, 2017

CITY OF PHARR
ATTN: RICK CASTRO
P.O. BOX 1729
PHARR, TX 78577
RICK CASTRO 638-1595

INSTALLATION ADDRESS:
DEVELOPMENT & RESEARCH CENTER
850 W. DICKER RD.
PHARR, TX
402-4900

We are pleased to submit the following proposal for Data Cabling at the above location.

DATA/PHONE DROPS:

17	IC107F1WH	DOUBLE FACEPLATES
7	IC107F02WH	DOUBLE FACEPLATES
4	IC107F04WH	DOUBLE FACEPLATES
4	IC107F06WH	DOUBLE FACEPLATES
71	IC1078L6BL	MODULAR CONNECTORS
71	IC1078E5BL	INSERT
2	ICMPP0485E	48 PORT PATCH PANEL
3	ICCMSCMA41	CABLE MANAGEMENT
3	ICCMSCMA42	CABLE MANAGEMENT
1	LOT	CAT-6 CABLE
1	LABOR	LABOR/MISC/CONDUIT

TOTAL INVESTMENT **$13,718.62+TAX EXEMPT**

Customer to provide
Network connection
NETWORK SWITCH
NETWORK RACK

We agree to the above system design and the terms listed below and authorize Superior Alarms to begin work. We also agree to sign a commercial sales agreement.

BUYBOARD #493-15 BALANCE DUE ON COMPLETION

(Note: THIS PROPOSAL IS PROPRIETARY INFORMATION AND ANY DISCLOSURE TO ANY PARTY IS PROHIBITED)

Thank you for the opportunity to serve your security needs. If you have any questions feel free to call me at 682-6005X1801.

Sincerely,
Flor Salazar
Sales Representative

X_____
Authorization

_____
Date

600 Ash Avenue - P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax (956) 213-1179

We send the police there in a hurry!

Tuesday, October 10, 2017

CITY OF PHARR
ATTN: RICK CASTRO
P.O. BOX 1729
PHARR, TX 78577
RICK CASTRO 638-1595

INSTALLATION ADDRESS:
DEVELOPMENT & RESEARCH CENTER
850 W. DICKER RD.
PHARR, TX
402-4900

We are pleased to submit the following proposal for Data Cabling for the CCTV System at the above location.

DATA CABLING FOR CCTV SYSTEM TO INCLUDE:

120	IC1078L6BL	MODULAR CONNECTORS
2	ICMPP0485E	48 PORT PATCH PANEL
3	ICCMSCMA41	CABLE MANAGEMENT
3	ICCMSCMA42	CABLE MANAGEMENT
1	LOT	CAT-6 CABLE
1	LABOR	LABOR/MISC/CONDUIT

TOTAL INVESTMENT **$15,273.02+TAX EXEMPT**

PRICE ABOVE INCLUDES LABOR FOR SUPERIOR ALARMS TO MOUNT CAMERAS AND TERMINATE CABLES FOR CUSTOMER. THEY WILL PROGRAM SYSTEM.

Customer to provide
Network connection
NETWORK SWITCH
NETWORK RACK
CAMERAS & SERVER

We agree to the above system design and the terms listed below and authorize Superior Alarms to begin work. We also agree to sign a commercial sales agreement.

BUYBOARD #493-15 BALANCE DUE ON COMPLETION

(Note: THIS PROPOSAL IS PROPRIETARY INFORMATION AND ANY DISCLOSURE TO ANY PARTY IS PROHIBITED)

Thank you for the opportunity to serve your security needs. If you have any questions feel free to call me at 682-6005X1801.

Sincerely,
Flor Salazar
Sales Representative

X_____
Authorization

_____
Date

600 Ash Avenue - P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax (956) 213-1179

We send the police there in a hurry!

Tuesday, October 10, 2017

CITY OF PHARR
ATTN: RICK CASTRO
P.O. BOX 1729
PHARR, TX 78577
RICK CASTRO 638-1595

INSTALLATION ADDRESS:
DEVELOPMENT & RESEARCH CENTER
850 W. DICKER RD.
PHARR, TX
402-4900

We are pleased to submit the following proposal for Data Cabling for AP's at the above location.

DATA CABLING FOR AP'S TO INCLULDE:

30	IC1078E5BL	INSERT
1	LOT	CAT-6 CABLE
1	LABOR	LABOR/MISC/CONDUIT

TOTAL INVESTMENT **$4,113.60+TAX EXEMPT**

Customer to provide
Network connection
NETWORK SWITCH
NETWORK RACK

We agree to the above system design and the terms listed below and authorize Superior Alarms to begin work. We also agree to sign a commercial sales agreement.

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Thank you for the opportunity to serve your security needs. If you have any questions feel free to call me at **682-6005X1801**.

Sincerely,
Flor Salazar
Sales Representative

X_____
Authorization

_____
Date

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.D.
DATE SUBMITTED: September 28, 2017
MEETING DATE: October 16, 2017

FROM: Ruben Villescas, Chief of Police

DEPARTMENT: Police

DIRECTOR:

Agenda Item: Consideration and action, if any, on License and Services Agreement with Tyler Technologies for the acquisition of new World Software for the Pharr Police Department.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason:

Issue: The Police Department is seeking on purchasing its own New World Software that includes Records Management System from Tyler Technologies. The department is presently utilizing the New World Software but being hosted by the City of McAllen Police Department.

Financial Consideration: The acquisition of New World Software from Tyler Technologies will cost $544,241.00. The City will utilize and apply $188,520.00 in grant funds towards this cost. The funds were received from the State of Texas by the police department for a National Incident Based Reporting System project which may be completed with the acquired software.

The balance of $355,721.00 may be paid in (3) years by the City.

Staff Recommendation: Staff is recommending that the City of Pharr approve the License and Services Agreement with Tyler Technologies authorizing the signing of the agreement

Alternatives: Not approve the license and services agreement with Tyler Technologies and seek other service provider

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ROUTING:

Ruben Villescas Created/Initiated - 09/28/2017

Karla Moya	Approved - 09/28/2017
Patricia Rigney	Approved - 10/13/2017
City Management Office	Final Approval - 10/13/2017

Pharr Police Department

Pharr All-America City 2006

MEMORANDUM

DATE: May 31, 2017
TO: Juan G Guerra, City Manager
FROM: Ruben Villescas, Police Chief

SUBJECT: Consideration and Action on Approving License and Services Agreement with Tyler Technologies for the Acquisition of New World Software for the Pharr Police Department

Issue:

The City of Pharr has been a customer of New World Systems as a paid tenant of McAllen's New World System since 2004. The New World System software is very customizable and for the most part we are able to have the system do what we need for it to do. We have a large amount of law enforcement data stored on the New World System

The upgrade we are seeking to purchase will allow us to transfer all modules and service agreement plans we currently have to the new system. The hardware for the system is already available for use in the Innovation & Technology department through their consolidation of resources and systems management; thus assisting in keeping costs down.

Having our own New World Software system will allow the Pharr Police Department to be able to work more efficiently and customize it the way we want to in order to provide better quality of service to the citizens of Pharr. This will project will allow us to schedule outages and upgrades to avoid unnecessary hardship to our first responders and law enforcement professionals. This project would allow us to consolidate systems between the police and fire dispatch centers and provide more efficiency and allow other cities to connect to our systems to share data and to recover annual costs.

Financial Consideration:

The cost of the system would be a total of $544,241 which would be paid out over a period of (3) years. The City of Pharr would utilize and apply $188,520 in grant funds towards this purchase. The grant funds were received from the State of Texas by the police department for the purpose of a National Incident Based Reporting System Project which may be completed with the requested software.

Presently we are paying our New World Systems host McAllen PD an annual fee of $25,000.00 and New World Systems $30,000.00 for maintenance services for a total of $55,000.00 from general fund budget. Acquiring our own New World System would require an annual maintenance fee of approximately $95,000.00 annually commencing the 2nd year.

Alternative: Not approve the license and services agreement with Tyler Technologies and seek another Vendor

Staff Recommendation:

In consultation with Jason Arms and the Innovation and Technology Department we have reviewed the options available to us and this system is the industry leader in Police dispatch and records management technology. I am recommending that authorization be given for the purchase of our own system from New World Systems.

Pharr.IT

MEMORANDUM

TO: **RUBEN VILLESCAS, CHIEF**
POLICE DEPARTMENT

FROM: **JASON ARMS, DIRECTOR**
INNOVATION & TECHNOLOGY

DATE: **MAY 24, 2017**

SUBJECT: **REVIEW AND SUPPORT OF PURCHASE OF NEW WORLD SYSTEMS**

The City of Pharr is a tenant on the City of McAllen's New World computer system. This is a records management system (RMS) that has been utilized by your department for many years. The City of Pharr has purchased its own licenses to allow access to the City of McAllen system thus far.

The City of Pharr Police department is in need of expansion of services which is not supported by the City of McAllen infrastructure. The City of McAllen system is not at a software version level to support Microsoft Windows 10.

Based on a review of the proposed contract from New World, it is my recommendation that we proceed with the version level upgrade of New World to the latest "enterprise" level and to purchase the corresponding modules / hardware to have our own New World RMS; thus increasing your available resources for public safety.

We will be utilizing current licensing towards this upgrade and migration to standalone system managed by the Innovation & Technology department team with your guidance.

JA/dms

PHARR PRIDE Pharr.LIFE

GRANTS MANAGEMENT AND COMMUNITY DEVELOPMENT

MEMO

To: Ruben Villescas, Chief of Police

CC: Raul Garza, GMCD Director

From: Robert Garcia, GMCD Grants Manager

CC: Karla Moya, Chief Financial Officer

Date: May 19, 2017

Re: NIBRS conversion/upgrade Equipment System

On behalf of the City of Pharr Grants Management Community Development (GMCD) Department we have received notice of the grant award in the amount of $188,520.00. I further certify that I have review the current active Grant Terms and Conditions for the following grant program:

Grant#	Current Status	Fund Source	Grant Manager/Email	Start Date	End Date	Project Title	Grantee Name	OOG Solicitation
3286101	Active Grant	NB	Jeana Bores	10/1/2017	9/30/2018	NIBRS Upgrade Technology Project	Pharr, City of	NB17 National Incident-Based Reporting System (NIBRS) Announcement - PY18

However, since the grant does not start until October 1, 2017, you must wait until the grant start date to purchase your NIBRS conversion/upgrade Equipment System items. (See Email Attached from State & Ms. Jeana Bores, CJD Grants Manager).

Project Goal:

The City of Pharr Police Department proposes to have NIBRS conversion/upgrade to replace the existing New World Systems platform in order to meet HB11 mandatory requirement goal of transitioning to NIBRS by 2019.

Texas Legislation.

House Bill 11 (HB11) of the 84th Regular Session introduced the requirement for Texas to begin its transition from a primarily Summary Reporting (SRS) state to a National Incident Based (NIBRS) state, by setting a goal for transition to NIBRS by 2019. While there are some NIBRS contributors within the state, the vast majority are SRS reporting agencies. In an effort to assist agencies in their migration, the Legislature appropriated grant money to the Department, managed by the Office of the Governor, to fund local agency initiatives towards NIBRS compliance.

We look forward to continue working together with the Pharr Police Department in making the City of Pharr a great place to live and conduct business.

Sincerely,

Robert Garcia, MS
Grants Manager

From: Robert M. Garcia
To: robert.garcia
Subject: Fw: Grant 3286101
Date: Friday, May 19, 2017 4:49:50 PM
Attachments: image001.png

- -

-----Original Message-----
From: "Jeana Bores" <jeana.bores@gov.texas.gov>
To: "Robert M. Garcia" <robertm.garcia@pd.pharr-tx.gov>
Date: 05/19/17 14:16
Subject: Grant 3286101

Hello,

I tried to call you back at the number you left me but I was unable to leave a message. Yes, the items of the grant must be purchased within the grant period. Since the grant does not start until October, you must wait until the grant start date to purchase your items.

Thank you,

Jeana T. Bores
Juvenile Justice Grant Coordinator - CJD
Office of Governor Greg Abbott
1100 San Jacinto Blvd. | Austin, TX 78701
512.463.8228 | Jeana.Bores@gov.texas.gov

LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Tyler had previously granted Client access to certain New World software products licensed to another government entity, the City of McAllen ("McAllen");

WHEREAS, Client desires to receive its own licenses to such software products, as set forth in the Investment Summary, and Tyler desires to grant such licenses to Client; and

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means CITY OF PHARR, TX.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is provided at Exhibit D.
- **"Support Call Process"** means the support call process applicable to all of our customers who have

licensed the Tyler Software. Our current Support Call Process is attached as Schedule 1 to Exhibit C.

- **"Third Party End User License Agreement(s)"** means the end user license agreement(s), if any, for the Third Party Software.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation, as successor-in-interest to New World Systems.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

   1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

   1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

   1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

   1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

   1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by

completing a standard beneficiary enrollment form and paying the annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines

and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

(i) receive the lowest priority under our Support Call Process;
(ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
(iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
(iv) be charged for a minimum of two (2) hours of support services for every support call; and
(v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell and deliver onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).

   2.1 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

   2.2 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You

will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

   1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate

your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as

well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by

us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).

11. Entire Agreement. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential

information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Statement of Work
	Schedule 1: Implementation and Training Support Services

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc. City of Pharr

By: _____

Name: Greg Sebastian

Title: President, Public Safety Division

Date: _____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:
City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577
Attention: City Manager

Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Investment Summary - Budgetary

PHARR POLICE DEPARTMENT, TX
September 10, 2017

Tyler Software and Services

A. License Fees		$212,721
1) Licensed Standard Software	$759,005	
2) Less Discount	(358,023)	
3) Less Loyalty Discount	(188,261)	
B. Professional Services		206,795
1) Project Management		
2) Implementation and Training		
3) Systems Assurance and Software Installation		
4) Interface Installation Fees including GIS Implementation		
5) Decision Support Software Implementation Services		
C. Third Party Products and Services		100,725
1) Third Party Products and Services		
D. Travel and Living Expenses (Estimate)		34,000
	TOTAL ONE TIME COST	**$554,241**

Maintenance

E. Maintenance and Support Fees

1) Maintenance and Support Services:
Includes Emergency 24/7 Maintenance for CAD only

Year 1 Maintenance	No Charge
Year 2 Maintenance	$91,714

NOTE: Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, we reserve the right to adjust its prices accordingly.

PHARR POLICE DEPARTMENT, TX

September 10, 2017

A.	LICENSE FEES	
ITEM	DESCRIPTION	INVESTMENT
	CAD	
	1. New World Enterprise Combined LE/Fire/EMS CAD	$86,130
	- CAD Mapping	
	- Call Entry	
	- Call Control Panel	
	- Unit Recommendations	
	- Unit Status and Control Panel	
	- Call Stacking	
	- CAD Messaging	
	- Call Scheduling	
	- Dispatch Questionnaire	
	- Fire Equipment Search/Fire Equipment Move	
	- GIS/Geo-File Verification	
	- Hazard and Location Alerts	
	- Hazmat Search	
	- Hydrant Inventory	
	- Access to New World LE Records	
	- Access to New World Fire Records	
	- Note Pads	
	- Proximity Dispatch (Requires CAD AVL and Mobile)	
	- Rip-N-Run Remote Printing	
	- Run Cards/Response Plans	
	2. Additional New World Enterprise Software for Computer Aided Dispatch	
	- BOLOs	9,000
	- CAD AVL	9,000
	- Service Vehicle Rotation (Wrecker, Ambulance)	9,000
	- Web CAD Monitor	20,000
	3. New World Enterprise Third Party Interface Software	
	- CAD to CAD Interface	15,000
	- CAD Paging Interface	9,000
	Supports SNPP, SMTP, Standard TAP, WCTP	
	- E-911 Interface	9,000
	- NG911 Interface (text to 911)	15,000
	supports West Viper	
	On-Line Modules	
	- On-Line CAD Interface to State/NCIC	9,000
	Includes state-specific standard forms	
	- Fire Records Interface (one-way interface)	18,000
	Supports Firehouse (Requires ACS Firehouse CAD monitor, not included), High Plains, Sunpro, ImageTrend	
	SUB-TOTAL CAD MODULES	**$208,130**

LAW ENFORCEMENT RECORDS

4. New World Single Jurisdiction Base Law Enforcement Records	47,520
- Accidents	
- Activity Time Tracking	
- Arrest	
- Business Registry	
- Case Processing	
- Computer Aided Investigations	
- Federal Reports (UCR/IBR)	
- GIS/Geo-File Verification	
- Impounded Vehicles	
- Incident Tracking	
- Jacket Processing	
- Personnel/Education	
- Property	
- Traffic Tickets and Citations	
- Wants and Warrants	
- Virtual Jackets *(multi-jurisdiction only)*	
5. New World Federal and State Compliance Reporting for LE Records	
- Federal UCR/IBR	16,000
6. Additional New World Software for Law Enforcement Records	
- Alarm Tracking and Billing	12,000
- Career Criminal Registry (parolee, sex offender)	8,000
- Case Management	8,000
- Data Analysis/Crime Mapping/Management Reporting	18,000
- Demographic Profiling Reporting	12,000
- Field Investigations	8,000
- Gang Tracking	12,000
- Orders of Protection	12,000
- Property Room Bar Coding	8,000
- Web Briefing Notes	9,000
7. New World Third Party LE Records Interface Software	
- New World State/NCIC Interface Includes state-specific standard forms	13,000
On-Line Modules *Includes state-specific standard forms*	
- On-Line Global Subjects Interface to State/NCIC	9,000
- On-Line Orders of Protection Interface to State/NCIC	9,000
8. New World Imaging Software	
- Public Safety Lineups/Mug Shots	22,000

SUB-TOTAL RECORDS MODULES	**$223,520**

CORRECTIONS

9. New World Corrections Management Software Base Package 46,980

- New World LE Records Interface
- Bookings
- D/L Swipe for Visitors (requires add'l third party hardware)
- Incident Tracking
- Inmate Property Tracking
- Inmate Classification
- Inmate Housing
- Mass Move
- Inmate Scheduling and Tracking
- Inmate Contacts (visitor, mail, phone, emergency)
- Inmate Programs (courses)
- Inmate Activity Log
- Trustee
- Case Management
- Corrections Officer Log
- Finance Management (inmate, facility)
- Jacket Processing
- Business Registry
- Personnel/Education
- GIS/Geo-File Verification

10. New World State Compliance Reporting for Corrections 18,000

- State Corrections Reporting

11. Additional New World Software for Corrections Management

- Data Analysis/Crime Mapping/Management Reporting 8,000

12. New World Third Party Corrections Interface Software

- Livescan Interface 9,000

Supports FTP, UNC or File Share for communication using the b.txt or NIST file formats

SUB-TOTAL CORRECTIONS MODULES	**$81,980**

DECISION SUPPORT SOFTWARE

13. Law Enforcement Management Data Mart (CAD, RMS)

- Includes 5-6 users 10,000

Dashboards for Law Enforcement 14,000

14. Corrections Management Data Mart

- Includes 2 users 4,000

Dashboards for Corrections Management 14,000

SUB-TOTAL DECISION SUPPORT MODULES	**$42,000**

NEW WORLD DATA SHARING				
15. Multi-Server Search				15,000
16. Web Consolidated Search				
- Web Query				15,000
SUB-TOTAL NEW WORLD LINK SOFTWARE MODULES			**$30,000**	
MOBILE SOFTWARE				
17. New World Mobile Messaging Server				$65,000
CLIENT SOFTWARE				
18. New World Mobile Software				
Mobile Messaging				52,000
Dispatch/Messaging/State/NCIC (65 units)	400	ea.	26,000	
Drivers License Mag Stripe Reader/Barcode Reader Interface (65 Units)	100	ea.	6,500	
Mugshot Image Download (65 units)	100	ea.	6,500	
State Photo Download (65 Units)	100	ea.	6,500	
In-Car Mapping / AVL (65 Units)	100	ea.	6,500	
19. New World Field-Based Reporting Server				45,000
State Compliance				
Mobile Upload of Field Reports				
20. New World Field-Based Reporting Software				
Field-Based Reporting				11,375
LE Field Reporting (Federal Standards) (65 units)	400	ea.	26,000	
- Incident (1 form)				
- Case (1 form)				
- Arrest (1 form)				
- Supplement (1 form)				
- Impound Vehicle (1 form)				
MCT Ticket Writer Interface (65 units)	75	ea.	4,875	
Field Investigation Field Reporting (1 Form) (65 Units)	100	ea.	6,500	
Demographic Profiling Questionnaire	75	ea.	4,875	
Includes 1 New World Report (65 Units)				
SUB-TOTAL MOBILE MODULES			**$173,375**	
21. Workstation License				Included
STANDARD SOFTWARE LICENSE FEE				**$759,005**
LESS DISCOUNT				**(358,023)**
NET SOFTWARE LICENSE FEE				**$400,982**
LESS CUSTOMER LOYALTY DISCOUNT				**(188,261)**
SOFTWARE LICENSE FEES DUE				**$212,721**

Note: Other than for Mobile Software, a Workstation License for up to 75 users is included for the Exhibit A Licensed Standard Software. The Workstation License includes the following agencies as authorized users:
- Pharr Police Department, TX

B.	IMPLEMENTATION SERVICES		
ITEM	DESCRIPTION		INVESTMENT
	IMPLEMENTATION SERVICES		
1.	Project Management Services as required:		$35,840
	- Project Management		
	- Overall consultation and communication		
	- Monthly status reports and project updates throughout the duration of the project		
	- Implementation Plan		
2.	Up to 474 hours of Implementation and Training Services are included for:		68,730
	- Software Tailoring and Set Up		
	- User Education and Training		
	- Other Technical Support		
	** Assumes train-the-trainer approach, with the exception of CAD, which is end user training*		
3.	Systems Assurance and Software Installation		27,985
	New World Enterprise High Availability Environment	16,675	
	- Install and configure high availability environment (HyperV or VMWare)		
	- Configure application server		
	- Consult on connectivity to new or existing Windows environment		
	- Verify operating system and SQL configuration		
	- Verify workstation configuration		
	Message Switch Staging to include:	2,320	
	- Install and configure message switch software		
	- Configure system variables (i.e., operating system, interfaces, etc.)		
	Standard Law Enforcement Mobile Environment	8,990	
	- Install and configure mobile servers (live and test)		
	- Consult on connectivity to new or existing Windows environment		
	- Verify operating system and SQL configuration		
	- Verify mobile configuration		
	- Verify wireless connection		
4.	Fixed Installation Service Fees:		65,540
	- Web CAD Monitor	1,160	
	- CAD to CAD Interface	5,800	
	- CAD Pager Interface	1,160	
	- 911 Interface	1,160	
	- NG911 Interface	580	
	- On-Line CAD Interface to State/NCIC	2,320	
	- Web Briefing Notes	1,160	
	- Fire Records Interface	2,320	
	- State/NCIC	5,800	
	- On-Line Global Subjects Interface to State/NCIC	1,160	
	- On-Line Orders of Protection Interface to State/NCIC	3,480	
	- Livescan Interface	4,640	
	- Mobile Reconfiguration (Updating Field Reporting Forms, Training, and Go-Live Support)	17,400	
	- Mobile NCIC Parsing	5,800	
	GIS Implementation	11,600	
5.	Decision Support Software Implementation Services: (CAD, RMS, CMS)		8,700
	- Installation of standard library components (cubes and dashboards)		
	- Training with data and reporting cubes		
	- Training on use of data mart for custom report building		
	- Requires up to 2 on-site trips - remaining work will be completed remotely		
	TOTAL IMPLEMENTATION SERVICES	**$206,795**	

C.	THIRD PARTY PRODUCTS AND SERVICES			
ITEM	DESCRIPTION			INVESTMENT
1.	**THIRD PARTY PRODUCTS AND SERVICES**			
	THIRD PARTY SOFTWARE			
	a. Embedded Third Party Software			$15,000
	(includes all Third Party executable components)			
	b. GIS Software			20,750
	CAD			
	- CAD Workstations using ArcGIS Engine Runtime (10 workstations)	500 ea.	5,000	
	Mobile			
	- Mobile In-Car Mapping (65 units)	150 ea.	9,750	
	Geo-File Maintenance Software (ArcGIS for Desktop Standard)		6,000	
	- per workstation			
	c. Mobile VPN Software - NetMotion Mobility (Perpetual Pricing)			18,250
	65 units		13,000	
	Mobile VPN Software - NetMotion Mobility Annual Maintenance			
	Premium Software Maintenance - 25% of Mobility Licensing Fee (per year)		3,250	
	NetMotion Mobile Solutions Group - Sure Start Express		2,000	
	- Planning Discussion (1 hour)			
	- NetMotion Engineer Availability - Remote (1 Day)			
	- Assistance Deploying Production Server			
	- Setup, Configuration and Technical Review			
	- Product Training and Best Practices			
	d. RapidIdentity			7,400
	OTP (hard/soft Token) + Push - 1 Year Software Subscription & Support			
	2FA-301-01			
	100 units (100 minimum)	23 ea.	2,300	
	eSSO - 1 Year Software Subscription & Support			
	2FA-401-01			
	100 units (100 minimum)	11 ea.	1,100	
	RapidIdentity MFA Standard Setup			
	Remote Installation, Configuration & Training		4,000	
	2FA-STP-SS			
	THIRD PARTY HARDWARE			
	e. Hardware, System Software & Services			39,325
	Message Switch (3 year warranty)		11,350	
	Lantronix UDS-1100 - 2 unit(s)	175 ea.	350	
	AVL Hardware - permanent mount - 65 unit(s)	75 ea.	4,875	
	L-TRON 2D Bar Code Imager - 65 unit(s)	350 ea.	22,750	
	TOTAL THIRD PARTY PRODUCTS AND SERVICES		**$100,725**	

D.	TRAVEL AND LIVING EXPENSES (Estimate)	
ITEM	DESCRIPTION	INVESTMENT
1.	**TRAVEL AND LIVING EXPENSES** (Estimate) Estimated 17 trips at $2,000 per trip.	$34,000
	TOTAL ONE TIME COST	**$554,241**

(Note: Service costs included in this proposal assume a full new deployement of CAD and a copying over of the database currently at McAllen, TX for remaining suites. A release form must be executed by McAllen, Edinburg, and Hidalgo to allow their data to be included.)

E.	MAINTENANCE AND SUPPORT FEES	
ITEM	DESCRIPTION	INVESTMENT
1.	**MAINTENANCE AND SUPPORT AGREEMENT** (Per Year Cost): Maintenance and Support to begin at the end of the One-Year no-charge maintenance period. Includes 24/7 Support for CAD. (Includes Exhibit A Esri Integration for the Esri software that is part of Exhibit A Licensed Software.)	
	Year 1 Maintenance	No Charge
	Year 2 Maintenance	$91,714

PRICING VALID THROUGH NOVEMBER 15, 2017.

Pricing Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8 or later is required for all client machines. Windows 2008/2012 Server and SQL Server 2008/2012 are required for the Application and Database Server(s).

New World product requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include any required 3rd party hardware or software unless specified in Section C of this Investment Summary. Customer is responsible for any 3rd party support.
Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Customer is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Customers are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Customer's GIS data will be contracted by Customer separately with Esri.

Requires West hardware at each workstation responding to texts; not included in proposal.

For State/NCIC, Customer is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Federal UCR/IBR includes edits, reports and electronic submission.

Configuration and end user training for Decision Support Software to occur after Customer has been live for 3 months or longer on an application.

AVL requires 3rd party GPS hardware.

Drivers License Mag Stripe Reader/Barcode Reader requires third-party equipment or hardware; customer must provide magnetic stripe/2D encoding format.

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

   1.1 *License Fees*: License fees will be invoiced 100% on the Effective Date.

   1.2 *Maintenance and Support Fees for the licensed software in the Investment Summary (including Esri and Embedded Third Party Software)*: Year 1 maintenance and support fees for Tyler Software listed in the Investment Summary are waived one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

   1.3 *Maintenance and Support Fees for the licensed software accessed from McAllen's servers*: The Standard Software Maintenance Agreement ("SSMA") entered into between the parties dated February 11, 2013 shall remain in effect until one year from the Effective Date of this Agreement, at which time that SSMA Agreement shall terminate. For the avoidance of doubt, Tyler shall have no further maintenance and support obligations under the SSMA Agreement and the client shall have no further payment obligations under the SSMA Agreement.

2. Professional Services.

   2.1 *Implementation and Other Professional Services (including training)*: Service fees, as described in Exhibit 1, Section B, will be billed and invoiced as follows:
   (a) 20% upon Effective Date;
   (b) 20% upon completion of an Approved Implementation Plan;
   (c) 20% upon initial installation of CAD, Records, Corrections and Mobile software;
   (d) 10% on completion of End User Training – Phase I;
   (e) 10% on completion of End User Training – Phase II; and
   (f) 20% upon Go-Live. For purposes of this Agreement, "Go-Live" shall mean first use of the Tyler Software in live production.

3. Third Party Products.

   3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

   3.2 *Third Party Software Maintenance (excluding Esri and Embedded Third Party Software)*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

   3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Maintenance for the software currently licensed to you and accessed from McAllen's servers will be invoiced until maintenance and support under this Agreement takes effect one year from Effective Date.

2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours: a) currently Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); b) emergency 24-hour per day telephone support, for New World CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule 1 to Exhibit C.

Exhibit C
Schedule 1
Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference http://www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

(a) **Priority 1**: *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

(b) **Priority 2**: *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

(c) **Priority 3**: *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.

Exhibit D
Statement of Work

We will deliver the services set forth in the Investment Summary as set forth in the Agreement and, as applicable, as further detailed in this Statement of Work. Except as expressly stated in the Agreement, none of the services we provide you under the Statement of Work are services related to hardware or third-party products. Whenever possible, we will provide services remotely so as to control travel expenses. All service fees and expenses are payable according to the Invoicing and Payment Policy.

Schedule 1
Professional Services

1. Project Management Services

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

a) Developing an Implementation Plan;
c) Providing revised Implementation Plans (if required);
d) Providing monthly project status reports; and
e) Facilitating project status meetings
   - a project review (kickoff) meeting at your location
   - progress status meeting(s) during implementation via telephone conference or at your location; and
   - a project close-out meeting at your location to conclude the project.
f) Consultation with other vendors or third parties, if necessary.

2. Implementation and Training Support Services

Implementation and training support services have been allocated for this project as described in the Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

a) implementation of the Tyler Software;
b) Training you or assisting with your training on the Tyler Software; and
c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface and/or Fixed Installation Services

We shall provide interface installation services as described in the Investment Summary.

Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler Software. At a minimum, you will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format

(Personal Geodatabase, File Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, we will assist you in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. We are not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Tyler Software.

4. **Hardware Quality Assurance Service**

Pursuant to this Exhibit, we will be creating a copy of the McAllen Database to be used for this project. Your data currently resides on McAllen's servers in a joint database. We will be copying the data, subject to obtaining a written release authorization from McAllen, as well as any other affiliated organizations currently supported on your server.

5. **Hardware Quality Assurance Service**

We shall provide Hardware Systems Assurance of your.NET server(s).

a) Hardware Quality Assurance Services (High Availability Environment):
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
- Validate Hardware Configuration and System Specifications
- Validate Network Requirements, including Windows Domain
- Physical Installation of our Application Servers
- Install Operating System and Apply Updates
- Install SQL Server and Apply Updates
- Install New World Applications Software and Apply Updates
- Establish Base SQL Database Structure
- Configure System for Electronic Customer Support (i.e. NetMeeting)
- Tune System Performance Including Operating System and SQL Resources
- Test High Availability/Disaster Recovery Scenarios (if applicable)
- Provide Basic System Administrator Training and Knowledge Transfer
- Document Installation Process and System Configuration

6. **Message Switch Operating System Assurance Service**

We shall provide Message Switch Operating System Assurance, which includes:

a) Message Switch Operating System Assurance Services:
Operating System Assurance and Software Installation Services:
- Unpack and assemble hardware
- Verify core hardware functionality (network/video/storage devices/usb)
- Install and update AIX Operating System
- Install and update applicable system manual pages
- Set AIX environment variables
- Build system user-ids and applicable authorizations
- Install and stage message handler and compilers
- Verify and allocate disk space

- Mirror hard drives and boot sequencing
- Install customer-specific communication processes
- Compile New World Message Switch programs
- Install base Message Switch data tables
- Install automated process restart script
- Install full system backup processes
- Install system support scripts
- Install state specific programs and scripts
- Install state specific data tables
- Assure Message Switch operation
- Disassemble, package, and ship to customer

7. **Decision Support Systems (DSS) Implementation Services**

We will provide you with implementation of licensed DSS software modules. The implementation will include installation, training, and configuration of DSS modules. The recommended implementation and training shall include:

a) One or more consultative session(s) (onsite) with executive command staff to discuss data needs and information requirements for decision making. You are responsible for ensuring that appropriate command level personnel/decision makers are available for this session.
b) Solution design and review sessions to document and collaboratively analyze tools and dashboards to assist with data needs and decision making as discussed during the consultative session(s). Your sign off will be required on agreed upon requirements of reporting cubes and dashboards.
c) Installation and configuration of DSS software.
d) On-site training session(s) to provide an overview of using each DSS licensed module including basic reporting and dashboard creation and other standard features.
e) Installation of your specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review. Enhanced package includes up to 12 reporting cube(s) or dashboard(s).

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.E.
DATE SUBMITTED: August 10, 2017
MEETING DATE: October 16, 2017

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item: Consideration and action, if any, amending contract with Waste Management.

Classification: Closed Session

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? Yes
Reason: Legal

Issue: City of Pharr entered into a contract with Waste Management of Texas, Inc. for Sanitation and Debris collection services back in December 2011.

Contract stipulated an increase in commercial and residential base rates based on the Consumer Price Index (CPI) for US City Average for All Urban Consumers, Garbage and Trash Collection, Not Seasonally adjusted published by the United States Bureau of Labor Statistics.

Since January 2013, the base rates have increased an average of 3% which we have been billing to the customer.

In January 2016, City received the last proposed increase in base rates by 4% and City Commission requested staff to renegotiate.

Waste Management have made several proposals to staff since then and this drafted an Amendment to the existing contract with a proposed Recycling Pilot Program.

Financial Consideration: If we keep under current contract with current expiration in Year 2020 the City with will be losing an average of $166,000 in Net Revenue per YEAR as opposed to what they are proposing under renegotiated terms.

Staff Recommendation: To consider extending contract.

Alternatives:

ROUTING:

Karla Moya	Created/Initiated - 08/10/2017
Karla Moya	Approved - 08/10/2017
Karla Moya	Approved - 08/10/2017
Patricia Rigney	Approved - 08/11/2017
City Management Office	Final Approval - 10/13/2017

FIRST AMENDMENT TO MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT

This **"FIRST AMENDMENT TO THE MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATOIN AGREEMENT"** ("this Amendment") shall take effect on _____, 2017, by and between the City of Pharr, Texas ("City"), and Waste Management of Texas, Inc. ("Contractor").

WITNESSETH:

WHEREAS, the City and Contractor have heretofore entered into a certain Municipal Solid Waste Collection and Transportation Agreement (together with all amendments, thereto, the "Agreement"), dated on or about December 19, 2011, whereby Contractor was granted the exclusive right to provide residential, commercial, and industrial waste collection and disposal services, as more particularly set forth in the Agreement, and

WHEREAS, the City and Contractor desire to extend the term of the Agreement, and to otherwise further amend and modify the Agreement, as more particularly set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. The Term of the Agreement set forth in Section 3 of the Agreement is hereby extended through October 31, 2028. The parties reserve the right to extend the Term beyond October 31, 2028 upon mutual written agreement.

2. In exchange for the Term extension, Contractor agrees to hold firm the current Residential Unit Base Rate of $13.88 per Residential Unit through October 31, 2020. Article 12.01 of the current Agreement entitled "CPI Adjustment" is hereby superseded and replaced with the following: Contractor agrees that effective November 1, 2020 and <u>every other year</u> on November 1 thereafter during the Term, the Base Rates for Residential Unit services shall increase by a fixed percentage of 4.0%.

3. The last sentence of section 5.01(c)(iii) regarding Residential Unit Carts is hereby superseded and replaced by the following: Contractor shall replace or repair damage Carts at no charge, as long as the damage Carts are returned to the Contractor; however, Contractor shall charge the City or Residential Customer $65.00 for each Cart that Contractor provides to replace a lost or stolen Residential Unit Cart.

4. On the effective date of this Amendment, Base Rates for Commercial and Roll-Off Bins will reflect the table attached to this agreement. Base Rates for Commercial and Roll-Off Bins and collection and disposal of Waste contained in Commercial and Roll-Off Bins shall increase by 4.0% effective November 1, 2018, and <u>every other year</u> on November 1 thereafter during the Term (e.g., 2018, 2020, 2022, et seq.).

5. Either Party may terminate this agreement for convenience, with or without cause, upon thirty (30) days' written notice.

6. Nothing contained herein shall be deemed to amend or modify the Contract except as expressly set forth herein. In the event of a conflict between the terms of the Contract or other Amendment and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above:

CITY:	**CONTRACTOR:**
CITY OF PHARR, TEXAS	**WASTE MANAGEMENT OF TEXAS, INC**
By:_____	By:_____
Its:_____	Its:_____
Date: _____	Date: _____

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.F.
DATE SUBMITTED: October 11, 2017
MEETING DATE: October 16, 2017

FROM: Adolfo Garcia, Library Director

DEPARTMENT: Library

DIRECTOR:

Agenda Item: Consideration and actions if any, on service agreement between the City of Pharr and the Pharr Community Theater to provide education and cultural services for the citizens of Pharr.

Classification: Public Hearing

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason:

Issue: Yearly agreement with Pharr Community Theater for cultural program.

Financial Consideration:

Staff Recommendation: Recommend Approvall

Alternatives:

ROUTING:

Adolfo Garcia	Created/Initiated - 10/11/2017
Adolfo Garcia	Approved - 10/11/2017
Karla Moya	Approved - 10/11/2017
Patricia Rigney	Approved - 10/11/2017
City Management Office	Final Approval - 10/13/2017

CITY OF PHARR

AGREEMENT FOR SERVICES

This Agreement is entered in by and between the City of Pharr, Texas, a municipal corporation hereinafter refereed t as the "CITY" and Pharr Community Theater hereinafter referred to as the "PCT".

WHEREAS, the City desires to retain the services of the PCT to provide educational and cultural services for its citizens: and

WHEREAS, the City has consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. **Scope of Services to be Performed by the PCT.**

   The PCT shall perform the services outlined in Exhibit A. In performing these services, the PCT shall, at all times, comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services. In addition, these services and all duties incidental necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct performance.

2. **Compensation.**

   A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of **$35,000** including all fees and reimbursable expenses.

   B. The City shall pay the PCT for services rendered after receipt of a billing voucher in the form set forth in Exhibit B. PAYMENT WILL NOT BE ISSUED WITHOUT A BILLING VOUCHER. Payments will be processed within thirty business days from receipt of billing voucher. The PCT shall be paid for services rendered, but in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit (s) and approved by the City. The PCT shall complete and return a W-9 to the city prior to contract execution by the City. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to : the attention of the contract manager identified in Section 14, 118 South Cage Blvd, Pharr, TX 78577.

3. **Term.**

   The term of this Agreement shall commence October 1st 2017 and end at midnight of the 30st day of September 2018.

4. **Termination.**

A. The City reserves the right to terminate this Agreement at any time, with or without cause, by giving fourteen (14) days' notice to PCT in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the PCT pursuant to this Agreement shall be submitted to the City.

B. In the event this Agreement is terminated by the City, the PCT shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the PCT. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.

C. The PCT reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.

D. If the PCT is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Ownership.

A. All documents, data, drawings, specifications, software applications and other products or materials produced by the PCT in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the PCT are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the PCT harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the PCT upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.

B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.

C. The PCT shall preserve the confidentiality of all City documents and data accessed for use in PCT's work product.

6. Independent Contractor Relationship.

A. The PCT is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the PCT and the City during the period of the services shall be that of an independent contractor, not employee. The PCT, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the PCT shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and the PCT shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the PCT is to be paid by it alone, and that by employing such workers, it is acting individually and not as an agent for the city.

B. The City shall not be responsible for withholding or otherwise deducting federal income tax or social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to PCT or any employee of the PCT.

7. Hold Harmless

The PCT shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the PCT, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the city. It is further specifically and expressly understood that the indemnification provided herein constitutes the PCT's waiver of immunity under Industrial Insurance, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

8. Insurance.

PCT shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) PCT's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the PCT's insurance (except for professional Liability insurance); and 2) PCT's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

A. Professional Liability, Error or Omissions insurance with limits of liability not less than $1,000,000 per claim and $1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional

services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.

B. Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage with combined single limits not less than $1,000,000. The City shall be named as an additional insured on the policy. The Agency shall submit to the City a copy of the insurance policy declaration page as evidence of insurance coverage acceptable to the City.

9. Delays.

PCT is not responsible for delays caused by factors beyond the PCT's reasonable control. When such delays beyond the PCT's reasonable control occur, the City agrees the PCT is not responsible for damages, nor shall the PCT be deemed to be in default of the Agreement.

10. Successors and Assigns.

Neither the City nor the PCT shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

11. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or I the presence of any sensory, mental or physical handicap.

12. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager	Pharr Community Theater
City of Pharr	213 W. Newcombe Ave.

Juan G. Guerra, CPA

P. O. Box 1729

118 S. Cage

Pharr, Texas 78577

Pharr, Texas 78577

13. **Governing Law and Venue.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

14. **General Administration and Management.**

The City's contract manager shall be Library Director, Adolfo Garcia.

15. **Severability.**

Any provision or part of the Agreement held to be void or unenforceable under law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the PCT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16. **Entire Agreement.**

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by

City of Pharr Theater

By: _____

Name: Juan Guerra

Title: City Manager

Date: _____

Pharr Community

By: _____

Name: Pedro Garcia

Title: CEO/Artistic Director

Date: _____

Approved as to form:

By: _____

City Attorney

Exhibit A.
LINE ITEMS FOR CONTRACTUAL AGREEMENT

1)Main Stage Theater Performances, 3 per year $15,000

a) Sound/Lights/recording Equipment $2,000
(to also be used for Tours, Children's Theater Productions and limited After school classes in the arts for youth)
b) Theater Crew Stipends $8,000
c) Main Stage Materials Costs for set and stage design $5,000

2) Children's Theater Productions, 2 per year $7,300

a) Director Stipend for Oversight $2,400
b) Crew stipends $2,500
c) Stage equipment/sets/props/costumes etc. $2,400

3)Tours to Winter Texan Parks & other venues $6,500

Up to 6 tours per season including Winter Texan Parks, Bogus Ford & One underserved community.
a) Costs for Director, Crew, Drivers, Cast, Transportation Rental for transporting sets, advertising and technical equipment for production setup/ implementation

4) **Limited Classes in Performing Arts for Children & Youth $2,500**

(2 sessions: Summer, and Fall)
a)Coordinator stipend per session, $800.00 $1,600
b) Assistant stipend per session, $150.00 $300
c) Teacher stipends (6 per session at 50.00 ea) $600

5) **Operating Costs $3,700**

a) Advertising, Office supplies, Website management & Partial staff payment for one current staff member and one more to be hired by PCT

$35,000 TOTAL

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.G.
DATE SUBMITTED: October 12, 2017
MEETING DATE: October 16, 2017

FROM: Anali Alanis, HR Director

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, amending agreement with The Wendorf Detective Agency for professional services.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason:

Issue:

As requested by Mr. Wendorf via e-mail on October 05, 2017, the City will amend the current agreement by removing last sentence on paragraph labeled (7) "AGENCY also waives any claim to having received information from confidential sources related to City stories, articles, commentaries, opinions, etc."

Financial Consideration:

City agrees to pay AGENCY the hourly rate of$90.00 per hour, $53.5¢ per mile, plus actual costs and expenses for each Investigation authorized by CLIENT to work on CLIENT's behalf. AGENCY agrees to provide CLIENT an estimate of the expenses for each assignment for CLIENT's approval prior to commencing any work.

Staff Recommendation:

Staff recommends approval.

Alternatives:

ROUTING:

Anali Alanis	Created/Initiated - 10/12/2017
Anali Alanis	Approved - 10/12/2017

Karla Moya	Approved - 10/12/2017
Patricia Rigney	Approved - 10/12/2017
City Management Office	Final Approval - 10/13/2017

PROFESSIONAL SERVICES AGREEMENT
between
THE CITY OF PHARR and THE WENDORF DETECTIVE AGENCY

This agreement, made this ___day of _____, 2017 between the CITY OF PHARR (' CLIENT') a political subdivision of the State of Texas and THE WENDORF DETECTIVE AGENCY ("AGENCY"), a domestic entity, also cumulative known as "Parties"

(1) CLIENT retains AGENCY on an "as-needed" contract basis to perform services as investigators or investigative consults. Details and scope of services are to be determined on a case by case basis and outlined in writing for each assignment.

(2) AGENCY hereby represents and warrants that it has been issued a License by the Texas Department of Public Safety, Private Security Bureau (PSB) No. A20677, that such license is current, has not been terminated, and that all fees applicable to the issuance of said license or requisite to the maintenance of said license have been complied with.

(3) AGENCY shall furnish and maintain in full force and effect at all times during the term of this Agreement at least the minimum amount of Liability coverage for Bodily Injury and Property Damage required by the TxDPS PSB.

(4) CLIENT agrees to pay AGENCY the hourly rate of$90.00 per hour, $53.5¢ per mile, plus actual costs and expenses for each Investigation authorized by CLIENT to work on CLIENT's behalf. AGENCY agrees to provide CLIENT an estimate of the expenses for each assignment for CLIENT's approval prior to commencing any work.

(5) CLIENT agrees that AGENCY is empowered to perform said services for and on behalf of CLIENT, and to do all things necessary, appropriate, within the law or as advisable in performing said services. No illegal, unethical, or immoral services will be knowingly provided by AGENCY and CLIENT certifies that he/she/it will not knowingly request any illegal or unethical services. AGENCY reserves the right to decline or terminate any assignment for any issue of security, safety, or that it deems to be illegal, unethical, immoral or in AGENCY's sole opinion detrimental to AGENCY. AGENCY will perform services in compliance with all state and federal laws, regulations and best practices.

(6) CLIENT understands and agrees that at no time will CLIENT or its Representatives be untruthful in regards to any information given to AGENCY. This includes, but is not limited to, why the CLIENT is pursuing the investigation or requesting the services. Certain investigations are available only with permissible purposes, and although AGENCY makes every effort to verify and validate that all requests are compliant, AGENCY relies heavily on the information supplied by CLIENT in the consultation phase.

(7) AGENCY agrees to conduct this investigation with due diligence to protect the interests of CLIENT, and agrees that whatever confidential information is obtained while conducting the investigation will only be discussed or shared with CLIENT unless CLIENT instructs otherwise. AGENCY will keep all findings strictly confidential and will not disseminate or release any

findings to third parties unless authorized in writing by the CLIENT, or court ordered. AGENCY further agrees that it will not publish or disseminate any information obtained as a result of an investigation either directly or indirectly.

(8) AGENCY promotes the responsible use of information that it provides and obtains in the course of its investigations, and reserves the right to withhold information for which AGENCY deems is outside the scope of a permissible purpose or otherwise defined by state and federal law and/or regulation. "Confidential information" shall not include such information as is or becomes part of the public domain through no action of AGENCY. The CLIENT is responsible to safeguard the information provided from unauthorized third party disclosure as defined by the Gramm- Leach-Blieley Act (GLBA), Fair Credit Reporting Act (FCRA), Fair and Accurate credit Transactions Act (FACTA), Drivers Privacy Protection Pact (DPPA) and Right to Financial Privacy Act (RFPA) and applicable state and federal laws and regulations. It is incumbent upon the AGENCY to inform CLIENT of any protected information and it is incumbent upon CLIENT and their representatives to be fully knowledgeable about such laws and regulations and/or to seek legal counsel prior to dissemination of reported information.

(9) CLIENT herein acknowledges and understands the investigator(s) and their agents are not attorneys or police officers and cannot give legal advice to CLIENTs.

(10) AGENCY shall not use sub-contracted investigators or agents without written consent of CLIENT.

(11) CLIENT understands and agrees that at NO TIME will CLIENT or one of its Representatives show up at any surveillance location during times at which surveillance is being conducted, nor will they contact the SUBJECT of the investigation or let the SUBJECT of the investigation know that they are under investigation. Doing so would place not only the investigation in jeopardy, but could compromise the safety of the investigator(s). CLIENT agrees that if this clause is broken, it will immediately terminate the investigation.

(12) CLIENT understands that AGENCY has made no guarantee to CLIENT as to the results regarding any of the investigations.

(13) CLIENT agrees that all monies owed to AGENCY at the completion of any investigation will be paid in full, i.e., before any reports, pictures, video, or any other evidence is to be turned over to CLIENT.

(14) All reports furnished to CLIENT by AGENCY are for the express use of CLIENT only. CLIENT agrees to hold AGENCY harmless from any and all damages, which are occasioned by CLIENT's disclosure of any part of said reports, photos, videos or actions of CLIENT. Indemnification. AGENCY agrees to fully indemnify and hold harmless CLIENT and any officers, employees, agents, and insurance carriers for any liability or damages associated with claims, judgments, or settlements related directly and indirectly from any unlawful or unauthorized disclosure or dissemination of information by AGENCY.

(15) Investigations may be terminated at any time by the CLIENT upon written notification to AGENCY.

(16) Either Party may terminate this Agreement with or without cause upon delivery of thirty (30) days written notice.

(17) Applicable law; Venue. It is agreed that laws of the United States and Texas shall govern this agreement, and venue shall be agreed to in Hidalgo County, Texas.

(18) The parties agree that AGENCY is an independent contractor for all purposes of this Agreement.

(19) No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and signed by each of the parties. This Agreement may be amended only in writing signed by each of the parties.

(20) If any provision, or any portion of this Agreement is found to be unlawful, void, or for any reason unenforceable, it shall be severed from, and shall in no way affect the validity or enforceability of the remaining provisions of this Agreement.

(21) Agency agrees that it may only perform work authorized on behalf of Client by the City Manager, Assistant City Manager, City Attorney, and Human Resources Director.

IN WITNESS WHEREOF, the Parties have hereunto agreed to accept and undertake the performance of this Agreement as above written. This Agreement is executed on behalf of the CLIENT and of the AGENCY by the duly authorized persons whose signatures appear below.

City of Pharr

By: _____
AMBROSIO "AMOS" HERNANDEZ
MAYOR

Date:
_____

Wendorf Detective Agency

By: _____
Gregg Wendorf
Owner/Qualified Manager/Private Investigator

Date:
_____

ATTEST:

By: _____
HILDA PEDRAZA
CITY SECRETARY

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.H.
DATE SUBMITTED: October 12, 2017
MEETING DATE: October 16, 2017

FROM: Elva Edmundson, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on amending interlocal agreement with the P-SJ-A ISD. on the Pharr Aquatic Center.

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Exclude Material from Public Packet? No
Reason:

Issue: P-SJ-A ISD. wishes to amend current interlocal agreement, to include personnel/daily operations throughout the school year and seasonal summer months.

Financial Consideration: None

Staff Recommendation: City commission to approve this item subject to legal review.

Alternatives: N/A

ROUTING:

Elva Edmundson	Created/Initiated - 10/12/2017
Sergio Alanis	Approved - 10/12/2017
Patricia Rigney	Approved - 10/13/2017
City Management Office	Final Approval - 10/13/2017