




NOTICE OF A PUBLIC MEETING
TOWN OF RANCHO VIEJO
BOARD OF ALDERMEN
REGULAR MEETING
MAY 16, 2017
6:00 P.M.

NOTICE is hereby given of a REGULAR MEETING of the BOARD OF ALDERMEN of the TOWN OF RANCHO VIEJO, TEXAS, to be held on, May 16, 2017 at 6:00 P.M., in the TOWN MUNICIPAL OFFICE, 3301 CARMEN AVENUE, RANCHO VIEJO, TEXAS to consider the following items:

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Action on Issuance of Certificates of Election
5. Administer Oath of Office and Installation of Elected Officials
6. Public Comment
7. Approval of Minutes - Regular Meeting April 11, 2017
8. Election of President Pro Tempore (Mayor Pro Tem)
9. Presentation on Project America by the Port of Brownsville
10. Consideration/Approval of a Resolution of the Board of Aldermen of the Town of Rancho Viejo, Texas, Requesting that the Town of Rancho Viejo, Texas, Formally Provide Support to Help Compete Against Other Cities in Other States for a Steel Manufacturing Opportunity to be Located at the Port of Brownsville
11. Review/Approval of Investment Policy
12. Consideration/Approval of Resolution of the Board of Aldermen of the Town of Rancho Viejo, Texas Authorizing the Continuation of Bank Accounts and Depository Heretofore Establishing and Authorizing Certain Persons to Sign Checks and other Necessary Transactions for same
13. Consideration/Reappointment of Metropolitan Planning Organization (MPO) Representative
14. Consideration/Appointment/Reappointment of Chairman and Members to the Strategic Planning Committee
15. Consideration/Action on Appointment of Chairman and Vice Chair to the Street Committee

16. Consideration/Action on Resolution of the Town of Rancho Viejo, Texas Finding that AEP Texas Central Company's Application to Amend its Distribution Cost Recovery Factors to Increase Distribution Rates Within the Town Should be Denied; Finding that the Town's Reasonable Rate Case Expenses Shall be Reimbursed by the Company; Finding that the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; Requiring Notice of this Resolution to the Company and Legal Counsel
 17. Consideration/Action on Resolution of the Town of Rancho Viejo, Texas, Authorizing Review of Texas Gas Service Company's ("TGS") Cost of Service Adjustment ("COSA"); Approving of a joint Review of TGS' Application along with other cities served by TGS; Hiring Legal and Consulting Services to Negotiate with the Company and Direct Any Necessary Litigation and Appeals; Requiring TGS to reimburse all reasonable costs associated with Cities' efforts in this ratemaking effort; Finding that the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; Requiring Notice of this Resolution to the Company and Legal Counsel
 18. Consideration/Action on an Ordinance of The Board of Aldermen of the Town of Rancho Viejo, Texas, Amending Chapter 62, "Traffic and Motor Vehicles" by Adding Article V, "Use of Portable Electronic Devices While Operating a Motor Vehicle"; Containing a Penalty; Providing for Publication; and Containing Other Provisions Related to the Subject.
 19. Rabies Vaccination Announcement - June 1, 2017 at Town Hall from 5:30 PM to 6:30 PM
 20. March 2017 Financial Report - Town Administrator
 21. April 2017 Police Report - Chief of Police
 22. Consideration/Action to Declare One 2005 Dodge RAM ST Military Surplus Property to be Sold and Authorize the Chief of Police/Mayor to Accept the Highest Offer
 23. Public Comment
 24. Adjourn
- 
- Fred Blanco, Town Administrator

1. Call to Order by Mayor Rathbun

2. Roll Call

by Isabel Perales

Aldерwoman Guerrero

Alderman Lucio

Aldерwoman Salinas

Aldерwoman Truan

Alderman Vera

Legal Counsel, Daniel Rentfro, Jr.

Town Administrator, Fred Blanco.

3. Invocation and Pledge

The pledge of allegiance to the United States Flag:

“I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.”

And the pledge of allegiance to the Texas State Flag is,

“Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.”

4. Action on Issuance of Certificates of Election

5. Administer Oath of Office and Installation of Elected Officials

6. Public Comment

7. Approval of Minutes - Regular Meeting April 11, 2017

MINUTES OF A REGULAR MEETING
TOWN OF RANCHO VIEJO
APRIL 11, 2017

A Regular Meeting of the Board of Aldermen of the Town of Rancho Viejo, Texas, was held on April 11, 2017 at 6:00 P.M., in the Town Municipal Office, 3301 Carmen Avenue, Rancho Viejo, Texas to consider the following items:

1. CALL TO ORDER:

The meeting was called to order by Mayor Rathbun at 6:06 P.M.

2. ROLL CALL:

Roll call was made by Isabel Perales, Assistant Town Secretary. Members present at the meeting were:

Mrs. Maribel Guerrero

Mr. Erick Lucio

Mr. Javier Vera

Members absent:

Mrs. Lupita Carr

Mrs. Bitty Truan

A quorum was present at the meeting.

Legal Counsel David Irwin was present at the meeting. Town Administrator, Fred Blanco was also present at the meeting.

Those present in the audience were:

Graciela Salinas

Chief M. Cruz, Jr.

Mario Alberto Aviles

Daniela Aviles

Carlos Cascos

3. INVOCATION AND PLEDGE:

Alderman Guerrero led the group in the invocation and pledge of allegiance to the American and Texas flags.

4. PUBLIC COMMENT:

Mayor Rathbun announced the 2nd Farmer's Market will be held this Thursday, April 13, 2017 from 3:00 P.M. to 6:00 P.M. at Town Hall.

5. APPROVAL OF MINUTES - REGULAR MEETING MARCH 14, 2017:

Motion was made by Alderman Lucio, seconded by Alderman Vera, and unanimously carried, that the Minutes of the Regular Meeting held on March 14, 2017 be approved as written.

6. PRESENTATION AND CONSIDERATION OF ACCEPTANCE OF AUDIT REPORT FOR FISCAL YEAR ENDING SEPTEMBER 30, 2016:

Mr. Carlos Cascos briefly went over the Audit Report, he highlighted some of the items and mentioned that it was a good report overall. He answered several questions from the board.

Motion was made by Alderman Guerrero, seconded by Alderman Lucio, and unanimously carried, to approve the annual Audit Report for Fiscal Year Ending September 30, 2016.

7. ACKNOWLEDGE RECEIPT OF RESIGNATION OF LUPITA CERVANTES-CARR AS ALDERMAN:

Mayor Rathbun noted that we received and acknowledged a letter of resignation as Alderman for Lupita Cervantes-Carr.

8. DISCUSSION OF AND POSSIBLE ACTION ON THE APPOINTMENT OF A REPLACEMENT OF ALDERMAN FOR ALDERMAN CARR, TO SERVE UNTIL THE MAY 2018 ELECTION:

Mayor Rathbun nominated Grace Salinas for the possible replacement of Alderman for Alderman Carr's vacant position. She gave some background information on Mrs. Salinas. Mrs. Salinas gave details on her extensive background and experience, she is willing to be extremely helpful in any way that she can and has been a resident for many years.

Motion was made by Alderman Lucio, seconded by Alderman Guerrero, and unanimously carried, to approve the appointment of Grace Salinas to serve as replacement of Alderman until the May 2018 Election.

9. CONSIDERATION/ACTION ON EMPLOYMENT OF A REGULAR POLICE OFFICER AND SETTING OF SALARY:

Police Chief Cruz recommended Mario Alberto Aviles as a full time Police Officer to fill a vacant position with the starting pay of \$29,600.00 to start April 16, 2017.

Motion was made by Alderman Guerrero, seconded by Alderman Vera, and unanimously carried, to approve Mario Alberto Aviles as a full time Police Officer with the starting pay of \$29,600.00 annual salary and a start date of April 16, 2017.

10. CONSIDERATION/ACTION ON REAPPOINTMENT OF CHAIRMAN TO THE PLANNING AND ZONING COMMISSION:

Motion was made by Alderman Vera, seconded by Alderman Guerrero, and unanimously carried, to reappoint Oscar Gonzalez as Chairman to the Planning and Zoning Commission for a 2 year term.

11. CONSIDERATION/ACTION ON AN ORDINANCE GRANTING TO ONE GAS, INC., ACTING BY AND THROUGH ITS TEXAS GAS SERVICE COMPANY DIVISION, AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM APPROVAL AND ACCEPTANCE OF THIS ORDINANCE, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC WAYS TO INSTALL, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC WAYS OF THE TOWN OF RANCHO VIEJO, TEXAS FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CUSTOMERS AND THE PUBLIC GENERALLY IN THE TOWN; DEFINING THE WORDS AND PHRASES THEREIN; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE; PROVIDING THAT THE TOWN MAY ENACT AN ORDINANCE CHARGING PERSONS TRANSPORTING GAS THROUGH GRANTEE'S DISTRIBUTION SYSTEM OF FEE ON THE CALCULATED VALUE OF SUCH TRANSPORTED GAS; PROVIDING FOR USE AND REPAIR OF THE PUBLIC WAYS; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF THE TOWN OF RANCHO VIEJO; PROVIDING FOR GRANTEE'S RULES AND REGULATIONS; PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS; REQUIRING GRANTEE TO PAY A FRANCHISE FEE; PROVIDING FOR CONDITIONS OF THE FRANCHISE; PROVIDING FOR CONSTRUCTION OF THIS ORDINANCE UPON THE INVALIDITY OF ANY PART THEREOF; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN EFFECTIVE AND AN

OPERATIVE DATE THEREOF; REPEALING ALL OTHER ORDINANCES DIRECTLY IN CONFLICT HEREWITH;
AND PROVIDING FOR SEVERABILITY:

Motion was made by Alderman Vera, seconded by Alderman Lucio, and unanimously carried, to table this item for further review.

12. CONSIDERATION/ACTION TO RESCHEDULE MAY REGULAR MEETING:

Motion was made by Alderman Lucio, seconded by Alderman Vera, and unanimously carried, to reschedule the May Regular meeting for Tuesday, May 16, 2017 at 6:00 P.M.

13. FEBRUARY 2017 FINANCIAL REPORT - TOWN ADMINISTRATOR:

Town Administrator Fred Blanco went over the February 2017 financial report and the bank balances for the General Account, Debt Account, Police Asset Forfeiture Account and the Certificates of Obligation Account and interests.

14. MARCH 2017 POLICE REPORT - POLICE CHIEF:

Police Chief Cruz went over the items on the March 2017 Police Reports. Mayor Rathbun said that she received comments from residents that the officers were doing good job with public relations, good turnaround.

15. PUBLIC COMMENT:

There were no comments from the public.

16. ADJOURN:

Motion was made Alderman by Vera, seconded by Alderman Lucio, and unanimously carried, to adjourn the meeting at 6:55 P.M.

BY: _____
Fred Blanco, Town Administrator

APPROVED: _____
Cyndie Rathbun, Mayor

DATE: _____

8. Election of President Pro Tempore (Mayor Pro Tem)

Mayor Rathbun to recommend Bitty
Truan as Mayor Pro-Tem.

9. Presentation on Project America by the Port of Brownsville



OmniTRAX®

Background

The Port of Brownsville has been selected by Big River Steel (BRS), as a finalist, competing against locations in several other states for a **\$1.5 billion** steel manufacturing project known as **Project America**.

BRS operates a \$1.3 billion advanced flex mill in Osceola, Arkansas. This mill uses proprietary technology to produce a wide range of products.

This innovative plant primarily supplies manufacturing customers located in Indiana, Ohio, Kentucky, Alabama, Mississippi, Georgia, Tennessee, and South Carolina.

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OmniTRAX

LEED Certified Environmentally Friendly Steel Mill

The days of dirty, ugly, polluting steel mills are over! The Arkansas facility is **the world's first LEED certified steel mill** and Project America will also be LEED certified.

LEED, or Leadership in Energy and Environmental Design is an internationally recognized green building certification system.

The LEED process uses third-party verification to ensure that a project is designed and built using systems, strategies, materials, and techniques that promote: sustainability and recycling; reduced energy and water usage; improved air quality; and enhanced environmental stewardship.

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OmniTRAX[®]

World's First LEED Certified Steel Mill

Big River Steel Celebrates Grand Opening, LEED Certification

Big River Steel
 News 10/17/2014 10:17 AM
 Updated 10/17/2014 10:17 AM

OmniTRAX, the global leader in steel processing technology, has been named the world's first LEED certified steel mill by the U.S. Green Building Council (USGBC).

Big River Steel is the world's first LEED certified steel mill.

Newsroom

Big River Steel Revenues First Steel Production Process to Achieve LEED Certification

Building world leaders. Awarded by the U.S. Green Building Council (USGBC), the award-winning building and process design team has achieved a historic milestone in the steel industry.

As part of its grand opening ceremony, Big River Steel announced that it has been recognized as the first steel production facility to be LEED certified. This achievement is an extraordinary accomplishment and a testament to the company's commitment to sustainable manufacturing.

LEED certification is a rigorous and comprehensive process that evaluates a building's environmental performance. Big River Steel's facility is the first steel production facility to achieve this certification.

Big River Steel's facility is a testament to the company's commitment to sustainable manufacturing. The facility is the first steel production facility to achieve LEED certification.

Brownsville Site Locations

Sites located along Highway 550 and next to the Port of Brownsville's deep water ship channel





Site Selection Advantages of the Port

- Deep water ocean access and direct access to the Gulf Intercoastal Waterway
- Close proximity to manufacturing customers in Texas and Mexico
- Lowest cost, dedicated supply of electricity
- Low transportation costs
- Largest concentrated supply of scrap steel feedstock in the U.S.

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Many Benefits to the Community

- **500 new direct full-time jobs** with a minimum annual salary of **\$75,000**, plus weekly bonuses
- 1,500 new indirect full-time jobs with suppliers, partners, and ancillary businesses to support the project
- 2,000 new indirect part-time jobs with retail, hospitality, etc.
- Increased consumer spending and increased tax revenues extending out to multiple cities and counties in the Rio Grande Valley

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Key Incentives Needed To Win The Project For Texas

- Land Discounts (Port of Brownsville and OmniTRAX)
- Bond Finance (Port of Brownsville and OmniTRAX)
- Capital Investment (The Broe Group)
- Texas Enterprise Fund (BEDC/GBIC)
- Texas Enterprise Zone (BEDC/GBIC)
- Chapter 313 Property Tax Abatement (Point Isabel ISD/State of Texas)

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Chapter 313 Benefits and Ideas

- Chapter 313 Funds Potentially Available to Point Isabel ISD
- Specialized Certificate Programs (Pre and Post College)
 - Technology
 - Clean tech and environmental
 - Advanced manufacturing and automation
 - Modern supply chain
 - Next generation transportation program: electric and autonomous vehicles
- Build A New School of the Future in the District
 - Prepare children for future employment in the age of technology, rapid innovation and global commerce
 - Customized programs and teaching modules geared to individual student interests and achievements
 - Use of techniques that are most likely to engage and inspire growing minds
 - A true team approach with teachers, students, parents, family and community

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Next Steps

- Exchange more information
- Conduct community meetings about the project
- Obtain state, regional and local support for the project
- Visit the Arkansas facility
- Formalize and authorize project incentives
- Site selected

10. Consideration/Approval of a Resolution of the Board of Aldermen of the Town of Rancho Viejo, Texas, Requesting that the Town of Rancho Viejo, Texas, Formally Provide Support to Help Compete Against Other Cities in Other States for a Steel Manufacturing Opportunity to be Located at the Port of Brownsville

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS, REQUESTING THAT THE TOWN OF RANCHO VIEJO, TEXAS, FORMALLY PROVIDE SUPPORT TO HELP COMPETE AGAINST OTHER CITIES IN OTHER STATES FOR A STEEL MANUFACTURING OPPORTUNITY TO BE LOCATED AT THE PORT OF BROWNSVILLE.

WHEREAS, The Port of Brownsville is a finalist for selection as a location for Big River Steel (BRS) to build and operate an environmentally friendly, LEED certified, steel manufacturing facility (Project America).

WHEREAS, it's estimated that BRS in will invest approximately \$1.5 billion to construct Project America; and

WHEREAS, this project will create hundreds of new full-time manufacturing jobs with a minimum annual salary of \$75,000 per year; and

WHEREAS, the benefits of this project in relation to direct and indirect job creation, economic development, consumer spending, incremental tax revenue and other economic benefits will be long-term and substantial and will extend to nearby cities and counties in the Rio Grande Valley.

WHEREAS, to maximize the likelihood that Project America is sited at the Port of Brownsville, we hereby express our unequivocal support for this project and our commitment to contribute to providing incentives designed to benefit the project.

NOW, THEREFORE, BE IT RESOLVED that The Board of Aldermen of the Town of Rancho Viejo, Texas, hereby expresses unequivocal support for Project America at the Port of Brownsville and we are committed to participating collectively with cities, counties, governmental organizations, non-governmental organizations, private parties and others to provide incentives designed to attract and benefit the project.

PASSED AND ADOPTED by _____ on this ____ day of _____, 2017.

BY:

ATTEST:

11. Review/Approval of Investment Policy

Investment Policy

It will be the policy of the Town of Rancho Viejo to invest only in the items listed below. Safety of principal is the main concern in the investment of funds. Liquidity to meet reasonably anticipated operating requirements of the Town will be maintained.

1. Bank checking, savings and certificates of deposit secured by the pledge of U.S Government and/or municipal securities of the kind and value as prescribed in Chapter 105 of the local Government Code, Revised Civil Statutes of Texas. Such pledge of security shall be made and maintained in accordance with and subject to the provisions of said Chapter 105.
2. United States Treasury bills, notes and bonds backed by the full faith and credit of the United States Government. Such securities will be purchased on a delivery - versus - payment basis and will be held in safekeeping by a bank with whom the Town has a depository contract.

The maturity of all investments will be less than one year.

Depository contracts for bank deposits will be approved by the Board of Aldermen.

Individual investments other than bank deposits will be authorized jointly by the Town Mayor and Town Administrator in written form.

PROCEDURES TO COMPLY WITH THE PUBLIC FUNDS INVESTMENT ACT

1. A copy of the investment policy adopted December 12, 1995 will be provided to the institutions authorized to provide investment services. The institutions must provide certification of having read the investment policy. The only institution at this time is Texas Regional Bank.
2. The investment officer is the Town Administrator/Secretary and he/she must attend at least one training session relating to his responsibilities under the Public Funds Investment Act.
3. A current audited financial statement of Texas Regional Bank will be kept on file and will be reviewed by the Mayor.
4. The annual internal control review will be conducted by Pattillo, Brown & Hill, L. L. P.
5. The monthly financial statements will include a breakdown of the investments of the Town.

12. Consideration/Approval of Resolution of the Board of Aldermen of the Town of Rancho Viejo, Texas Authorizing the Continuation of Bank Accounts and Depository Heretofore Establishing and Authorizing Certain Persons to Sign Checks and other Necessary Transactions for Same

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS, AUTHORIZING BANK ACCOUNTS AND DEPOSITORY HERETOFORE ESTABLISHED AND AUTHORIZING CERTAIN PERSONS TO SIGN CHECKS AND OTHER NECESSARY TRANSACTIONS FOR SAME

WHEREAS, it is necessary that accounts be maintained at Texas Regional Bank for the payment of expenses of the Town and the deposit of monies received; and

WHEREAS, it is necessary that certain persons be authorized to sign checks for the withdrawal of funds from said accounts;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS THAT:

Section 1. Required on all transactions shall be two signatures, one of these to be a primary signer which is the Town Administrator or Mayor. Secondary signers are any one of the other aldermen of the Town of Rancho Viejo.

Section 2. Required for entry to any safety deposit boxes shall be two signatures, one of these to be a primary signer which is the Town Administrator or Mayor. Secondary signers are any one of the other aldermen of the Town of Rancho Viejo.

Section 3. This resolution shall become effective on this the 16th day of May, 2017.

Cynthia Rathbun, Mayor

Fred Blanco, Town Administrator

Maribel B. Guerrero, Alderman

Erick Lucio, Alderman

Grace Salinas, Alderman

Bitty Truan, Alderman

Javier Vera, Alderman

PASSED, ADOPTED AND APPROVED by the Board of Aldermen of the Town of Rancho Viejo, on this the 16th day of May, 2017.

Cyndie Rathbun, Mayor

ATTEST:

Fred Blanco, Town Secretary

13. Consideration/Reappointment of Metropolitan Planning Organization (MPO) Representative

Mayor Rathbun to recommend the reappointment of Bitty Truan as MPO Representative.

14. Consideration/Appointment/ Reappointment of Chairman and Members to the Strategic Planning Committee

Mayor Rathbun to recommend the reappointment of Jean Hager as Chairman, the reappointment of Erick Lucio as a member and the appointment of Grace Salinas as a member to the Strategic Planning Committee, each for a two year term.

15. Consideration/Action on Appointment of Chairman and Vice Chair to the Street Committee

Mayor Rathbun to recommend the appointment of Maribel Guerrero as Chairman and Javier Vera as Vice Chairman to the Street Committee.

16. Consideration/Action on Resolution of the Town of Rancho Viejo, Texas Finding that AEP Texas Central Company's Application to Amend its Distribution Cost Recovery Factors to Increase Distribution Rates Within the Town Should be Denied; Finding that the Town's Reasonable Rate Case Expenses Shall be Reimbursed by the Company; Finding that the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; Requiring Notice of this Resolution to the Company and Legal Counsel

MODEL STAFF REPORT REGARDING AEP'S DISTRIBUTION COST RECOVERY FACTOR FILING

On April 3, 2017, AEP Texas Inc. ("AEP" or "Company") filed an Application to Amend its Distribution Cost Recover Factors ("DCRF") to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of \$28,010,174 (\$21,365,072 for the Central Division and \$6,645,102 for the North Division).

The resolution authorizes the Town to join with the Cities Served by AEP ("Cities") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Purpose of the Resolution:

The purpose of the Resolution is to deny the DCRF application proposed by AEP.

Explanation of "Be It Resolved" Paragraphs:

1. This section authorizes the Town to participate with Cities as a party in the Company's DCRF filing, PUC Docket No. 47015.

2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes Cities to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

3. This paragraph finds that the Company's application is unreasonable and should be denied.

4. This section states that the Company's current rates shall not be changed.

5. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to AEP for reimbursement.

6. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

7. This section provides that AEP and counsel for Cities will be notified of the City's action by sending a copy of the approved and signed Resolution to counsel.

RESOLUTION NO.

A RESOLUTION OF THE TOWN OF RANCHO VIEJO, TEXAS FINDING THAT AEP TEXAS INC.'S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTORS TO INCREASE DISTRIBUTION RATES WITHIN THE TOWN SHOULD BE DENIED; FINDING THAT THE TOWN'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the Town of Rancho Viejo, Texas ("Town") is an electric utility customer of AEP Texas Inc. ("AEP" or "Company"), and a regulatory authority with an interest in the rates and charges of AEP; and

WHEREAS, the Town is a member of the Cities Served by AEP ("Cities"), a membership of similarly situated cities served by AEP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP's service area; and

WHEREAS, on or about April 3, 2017 AEP filed with the Town an Application to Amend its Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 47015, seeking to increase electric distribution rates by \$28,010,174 (\$21,365,072 for the Central Division and \$6,645,102 for the North Division); and

WHEREAS, all electric utility customers residing in the Town will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, Cities are coordinating its review of AEP's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, Cities members and attorneys recommend that members deny the DCRF.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS:

Section 1. That the Town is authorized to participate with Cities in PUC Docket No. 47015.

Section 2. That subject to the right to terminate employment at any time, the Town of Rancho Viejo hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the Town regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. That the rates proposed by AEP to be recovered through its DCRF charged to customers located within the Town limits, are hereby found to be unreasonable and shall be denied.

Section 4. That the Company shall continue to charge its existing rates to customers within the Town.

Section 5. That the Town's reasonable rate case expenses shall be reimbursed in full by AEP within 30 days of presentation of an invoice to AEP.

Section 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 7. That a copy of this Resolution shall be sent to Melissa Gage, American Electric Power Service Corporation, 400 West 15th Street, Suite 1520, Austin, Texas 78701 and to Thomas Brocato, General Counsel to the Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this 16th day of May, 2017.

Cyndie Rathbun, Mayor

ATTEST:

Fred Blanco, Town Secretary

17. Consideration/Action on Resolution of the Town of Rancho Viejo, Texas, Authorizing Review of Texas Gas Service Company's ("TGS") Cost of Service Adjustment ("COSA"); Approving of a joint Review of TGS' Application along with other cities served by TGS; Hiring Legal and Consulting Services to Negotiate with the Company and Direct Any Necessary Litigation and Appeals; Requiring TGS to reimburse all reasonable costs associated with Cities' efforts in this ratemaking effort; Finding that the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; Requiring Notice of this Resolution to the Company and Legal Counsel

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO ONE GAS, INC., ACTING BY AND THROUGH ITS TEXAS GAS SERVICE COMPANY DIVISION, AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM APPROVAL AND ACCEPTANCE OF THIS ORDINANCE, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC WAYS TO INSTALL, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC WAYS OF THE TOWN OF RANCHO VIEJO, TEXAS FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CUSTOMERS AND THE PUBLIC GENERALLY IN THE CITY; DEFINING THE WORDS AND PHRASES THEREIN; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE; PROVIDING THAT THE CITY MAY ENACT AN ORDINANCE CHARGING PERSONS TRANSPORTING GAS THROUGH GRANTEE'S DISTRIBUTION SYSTEM A FEE ON THE CALCULATED VALUE OF SUCH TRANSPORTED GAS; PROVIDING FOR USE AND REPAIR OF THE PUBLIC WAYS; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF THE TOWN OF RANCHO VIEJO; PROVIDING FOR GRANTEE'S RULES AND REGULATIONS; PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS; REQUIRING GRANTEE TO PAY A FRANCHISE FEE; PROVIDING FOR CONDITIONS OF THE FRANCHISE; PROVIDING FOR CONSTRUCTION OF THIS ORDINANCE UPON THE INVALIDITY OF ANY PART THEREOF; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN EFFECTIVE AND AN OPERATIVE DATE THEREOF; REPEALING ALL OTHER ORDINANCES DIRECTLY IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS:

SECTION 1. DEFINITIONS

As used in this Ordinance, the following words and phrases shall have the following meanings:

- A. "City" means the Town of Rancho Viejo, in Cameron County, Texas, a municipal corporation, hereinafter also referred to as "Grantor".
- B. "City Clerk" means the City Clerk of the City or other such officer of the City designated to serve as the filing officer for official documents and records of the City.
- C. "City Council" means the Board of Alderman of the City as the governing body of the City.
- D. "City Engineer" means the City Engineer of the City or such other officer of the City designated to approve engineering plans and designs for construction within Public Ways.

- E. "City Manager" means the City Manager of the City or such other chief administrative officer of the City designated to hear appeals from the decisions of other City officers.
- F. "Customer" means any individual person, corporation, company, partnership, firm, unincorporated association, trust, municipality, or public or private entity located within the municipal corporate limits of the City and serviced by the Grantee through any use of the Public Ways.
- G. "Franchise Fee" or "Franchise Fees" shall mean the sum of fees to be paid to the City by Grantee under Section 11 of this Ordinance.
- H. "Gas Sales" means the sale of natural gas to Grantee's Customers located within the corporate limits of the City by use of the System.
- I. "Gas Transportation" means the transportation of Transport Gas for redelivery to Customers with re-delivery points located within the corporate limits of the City.
- J. "Grantee" shall mean ONE Gas, Inc., an Oklahoma corporation acting by and through its Texas Gas Service Company division, and its successors and assigns.
- K. "Gross Receipts from Gas Sales" shall constitute and include Grantee's total receipts from the sale, distribution or transportation of gas to Grantee's Customers. Grantee's Gross Receipts from Gas Sales subject to the Franchise Fee shall specifically exclude, without limitation:
- [1] receipts from gas sales or services to Customers located at delivery points outside the corporate limits of the City;
 - [2] receipts from gas consumed or transported by Grantee for its own use;
 - [3] bad debt or uncollected accounts;
 - [4] receipts collected for gas utility taxes;
 - [5] receipts for any taxes, assessments, charges or fees of any kind charged by a governmental entity and collected by Grantee from the Customer by a pass through charge on the gas bill, except for Franchise Fees and gross receipts taxes;
 - [6] receipts for construction advances or contributions in aid of construction;
 - [7] receipts for maintenance of appliances, machinery or equipment;
 - [8] receipts for compensation for damage to Grantee's property;
 - [9] receipts from sales of materials, appliances or equipment, and

[10] receipts from any non-regulated utility or non-regulated services or products.

L. "Gross Receipts from Gas Transportation" shall constitute and include Grantee's total receipts from its transportation of Transport Gas, consisting of receipts from cost of service. Grantee's Gross Receipts from Gas Transportation subject to the Franchise Fee shall specifically exclude, without limitation:

[1] receipts from gas transportation services to Customers located at delivery points outside the corporate limits of the City;

[2] receipts from gas transported by Grantee for its own use;

[3] bad debt or uncollected accounts;

[4] receipts collected for gas utility taxes;

[5] receipts for any taxes, assessments, charges or fees of any kind charged by a governmental entity and collected by Grantee from the Customer by a pass through charge on the gas bill, except for Franchise Fees and gross receipts taxes;

[6] receipts for construction advances or contributions in aid of construction;

[7] receipts for maintenance of appliances, machinery or equipment;

[8] receipts for compensation for damage to Grantee's property; and

[9] receipts from any non-regulated utility or non-regulated services or products.

M. "Permit" means the authorization to Grantee:

[1] for the opening of the streets, avenues, alleys, other public places or Public Ways shown on maps or plans submitted by Grantee to the City Engineer, showing the streets, avenues, alleys, and other public places and the locations thereon wherein Grantee proposes to construct new mains and pipes,

[2] for the new construction or laying of the new mains and pipes by Grantee as shown on plans, and

[3] to perform all work on existing Grantee facilities or the System within the Public Ways or other City rights-of-way.

N. "Public Ways" means the present and future streets, avenues, boulevards, parkways, lanes, alleys, bridges, sidewalks, parks, easements, highways, and any other public place within the municipal corporate limits of the City, whether dedicated or not.

- O. “System” means Grantee’s system of mains, pipelines, conduits, valves, feeders, regulator stations, laterals, service lines, measuring devices, and all other necessary plants, attachments, land, structures, facilities and appurtenances for the purpose of selling, storing, supplying, conveying, transmitting, distributing, and/or transporting natural gas and any gas, including the equivalent substitutes, for all other lawful purposes in, through, upon, under, and along the present and future streets, avenues, alleys, bridges, sidewalks, parks, easements, highways, and any other public place within the municipal corporate limits of the City.
- P. “Transport Gas” means gas owned or controlled by a user or its designee (i.e., gas that is purchased or otherwise acquired by a user from someone other than Grantee) and delivered by such user or its designee to Grantee at a point on Grantee’s System, such point of delivery to be defined by Grantee, and carried, delivered or transported through Grantee’s System at a point of redelivery within the municipal corporate limits of the City by Grantee to the user for a fee.
- Q. “Utility Regulated Service Charges” shall consist of charges for services (but not for natural gas sales or transportation services) that:

[1] Grantee provides to its Customers located within the corporate limits of the City and

[2] which are or may, from time to time, become subject to the rate regulation of the applicable regulatory authority.

Such Utility Regulated Service Charges shall not include receipts by Grantee from its Customers in the City, if applicable, for appliance sales, appliance light-ups, maintenance of Customer equipment or facilities and any other receipts that are not legally subject to the rate regulation of the applicable regulatory authority.

SECTION 2. GRANT OF FRANCHISE

- A. The Grantor hereby grants to Grantee for the term of twenty-five (25) years from the passage and approval of this Ordinance and the filing of a written acceptance by the Grantee, the right to enter upon the Public Ways to install, operate and maintain a System along, across, over and under the Public Ways for the privilege of transporting, distributing and/or selling gas to Customers and the public generally within the municipal corporate limits of the City, and including any territory that the City may hereafter annex, acquire, purchase; and to distribute, sell, store, supply, transport, carry and/or convey natural gas and any gas through Grantee’s System in the City to other cities, towns, communities and areas outside the City and to inhabitants thereof, for the full term of this Franchise Ordinance.
- B. The Ordinance shall have the effect of and shall be a contract between Grantor and Grantee and shall be the measure of the rights and liabilities of Grantor as well as Grantee.

- C. The Franchise granted by this Ordinance shall in no way affect or impair the present or future rights, obligations, or remedies of the City or Grantee under the Texas Gas Utility Regulatory Act, as amended.

SECTION 3. FRANCHISE ASSIGNMENT, SALE OR LEASE

Grantee is expressly given the power and privilege to sell, transfer or assign the franchise granted hereby, or any part of this franchise, to any person, entity or corporation.

SECTION 4. USE AND REPAIR OF THE PUBLIC WAYS

A. Grantee's System shall be erected, placed, and laid or otherwise installed, operated and maintained in such a manner as will, consistent with reasonable necessity, least interfere with other public uses of the Public Ways. This Ordinance shall constitute the Permit to perform all work on existing Grantee facilities or the System within the Public Ways or rights of way.

B. Except in the case of an emergency, within the City's full purpose jurisdiction, when Grantee desires to lay any new mains hereunder, and before commencing its new construction work on mains, it shall submit to the City Engineer, or other proper authority, a map or plan showing the streets, avenues, alleys, and other public places and the locations thereon wherein it proposes to construct such new mains and pipes. The City Engineer, or other proper authority, shall by written notice, either issue or deny the Permit to Grantee. Approval by the City Engineer, or other proper authority, shall constitute the Permit to Grantee for the opening of the streets, avenues, alleys and other public places shown on the map or plan, and for the new construction or laying of the new mains and pipes by Grantee as shown on the plan. If the City Engineer, or other proper authority, does not respond within ten (10) calendar days, the Permit shall be deemed approved.

In the event that the Permit is denied, the City Engineer, or other proper authority, shall advise Grantee of the reasons for the denial and all necessary steps to secure approval of the Permit. Grantee shall have the right to immediately appeal the non-issuance of the Permit to the City Manager, and if not approved within ten (10) calendar days by the City Manager, Grantee may appeal to the City Council and be heard at a public meeting held in compliance with applicable law. If the City Council fails to act on the appeal within ten (10) calendar days, the appeal will be deemed to be denied unless agreed otherwise in writing by Grantee and the City. Appeal of any decision made by the City Council shall be made to the District Court of Travis County, Texas, and an appeal from any decision of the District Court shall be as in all other civil actions.

This Subsection 4 (B) shall also apply to all other facilities and equipment of Grantee to be constructed or installed on public property within the City's full purpose jurisdiction.

- C. It shall not be necessary for Grantee to secure a Permit for the laying of service pipes from the mainline pipes of Grantee to its Customers.
- D. After any excavation or disturbance, Grantee shall, with due diligence and dispatch, place the Public Way in a condition in compliance with the Grantor's reasonable standards and specifications.

SECTION 5. REGULATION OF SERVICE

The System of Grantee shall at all times be installed, operated and maintained in accordance with accepted good practice and in such condition as will enable the Grantee to furnish adequate and continuous service as required by the orders, rules and regulations of the Railroad Commission of Texas or other regulatory authority having jurisdiction. The requirements set forth in this Section shall not relieve Grantee of any other obligations set forth herein.

SECTION 6. DEPTH OF PIPELINES

After the operative date of this franchise, Grantee's main or lateral lines installed or replaced in Public Ways shall be installed or replaced at depths which comply with all applicable state and federal rules and regulations establishing minimum safety standards for the design, construction, maintenance and operation of pipelines. Depth shall be measured from the lower of existing grade or proposed future grade as set forth on plans or other specifications existing at the time such lines are installed or replaced.

SECTION 7. DUTY TO MOVE OR ALTER LINES

A. Grantor reserves the right to lay or permit to be laid cables, electric conduits, water, sewer, gas or other pipelines and to do or permit to be done any underground work deemed necessary and proper by the Grantor, along, across, over or under the Public Ways. In permitting such work to be done, the Grantor shall be liable to the Grantee for any damage to Grantee's pipelines and facilities caused by Grantor or its agents' or contractors' negligence.

B. When Grantee is required by Grantor to remove or relocate its mains, laterals, and other facilities to accommodate construction of streets and alleys by the Grantor, and Grantee is eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Grantee as a result of such removal or relocation, and such reimbursement is required to be handled through Grantor, then Grantee's costs and expenses shall be included in any application by Grantor for reimbursement. Grantee will provide the Grantor its appropriate cost and expense documentation prior to the filing of the application.

C. When Grantee is required to remove or relocate its mains, laterals or other facilities to accommodate construction of streets or alleys by the Grantor without reimbursement, Grantee shall have the right to seek a surcharge to recover relocation costs pursuant to Section 104.112 of the Texas Utilities Code or any other applicable law or regulations.

D. If Grantor shall require the Grantee to adapt or conform its System or in any way to alter, relocate or change its property to enable any other person, firm, corporation or entity (whether public or private), other than the Grantor, to use the Public Ways, the Grantee shall be reimbursed by the person, firm corporation or entity desiring or occasioning such change for any and all loss, cost or expense occasioned thereby.

SECTION 8. INDEMNIFICATION

Grantee shall indemnify, save and hold City harmless from and against any and all claims for damages for which the City shall or might become liable to the extent caused by any negligent act or omission of Grantee, its agents or contractors in the construction and operation of the System; provided, however, that in the event of such claim or claims being prosecuted against the City, Grantee shall have the right to defend against the same, and to settle or discharge same in such manner as it may see fit, and the City shall give prompt written notice to Grantee of the presentation or prosecution of such claims. The indemnity provided for in this paragraph shall not apply to any claim or liability resulting from the acts, omissions, or negligence of the City, its employees, agents or contractors.

Grantee's undertakings shall be subject to its ability, by use of due diligence and normal business methods, to obtain and place in service the necessary materials and facilities. Moreover, Grantee shall be excused from failure or delay in performing such obligations if and to the extent occasioned by an act of nature or "act of God," fire, explosion, flood, act of a public enemy, contagion or contamination hazardous to human life or health, legal restraints, labor difficulties, material shortages, interruption or deficiency of gas supply not attributable to default of Grantee or, without limitation, any other cause or combination of causes not reasonably within Grantee's ability to anticipate or control. The Company shall notify the City promptly and in no case less than thirty days of its intent to utilize this provision of this Ordinance.

SECTION 9. GRANTEE'S RULES AND REGULATIONS

The Grantee shall have the right to make and enforce such reasonable rules and regulations as it may deem necessary for the extension of its facilities, the sale of its gas and the conduct of its business, provided that such rules and regulations shall neither be in conflict with the laws of the State of Texas, with the orders, rules or regulations of the Railroad Commission of Texas or other regulatory authority having jurisdiction, nor with the ordinances and regulations of the Grantor insofar as they are consistent with the jurisdiction of the Railroad Commission of Texas or such other regulatory authority. Grantee shall supply natural gas and provide regulated services at the rates and under the terms and conditions specified by such rules, its tariffs filed with the City, and as provided herein.

SECTION 10. INSPECTION OF RECORDS

Grantee shall permit Grantor or its agents to inspect, during regular business hours, the books, papers and records kept by Grantee in the ordinary course of business and pertaining to the natural gas business carried on by it in the City, such as plats, maps and atlases identifying Grantee's pipelines in the City, and the books and records necessary to verify the franchise fee payment provided for in Section 11 hereof. Notwithstanding the obligation herein, Grantee shall have the right to the reasonable protection of proprietary information and to provide redacted documents or require Grantor or its agents to enter into such agreements pertaining to confidentiality as may reasonably protect the proprietary information of Grantee but which do not unreasonably frustrate the purposes of this Section. Grantor shall promptly notify Grantee in writing of areas newly annexed into or de-annexed from the corporate limits of Grantor, and

Grantee shall update its records for the purpose of payment of franchise fees as soon as reasonably practicable after receiving such notice.

SECTION 11. CONSIDERATION FOR FRANCHISE: FRANCHISE FEE

A. As full consideration for the rights and privileges conferred by this Ordinance, Grantee agrees to pay Grantor as follows:

- (1) Grantee shall collect the Franchise Fee from its Customers and shall pay Grantor a Franchise Fee the sum of which is equal to Five Percent (5%) of the Gross Receipts received by Grantee, per billing period, from the transportation, distribution, and sale of natural gas for consumption within the municipal corporate limits of the City. The Franchise Fee shall include only Gross Receipts from Gas Sales to Customers located in the City; Gross Receipts from Gas Transportation to Transport Gas Customers with re-delivery points located in the City; plus, Gross Receipts from Utility Regulated Service Charges. All sums due from Grantee shall be in lieu of all other franchise fees, licenses, or occupational taxes, which may be levied or attempted to be levied on Grantee by the City.
- (2) Grantee shall pay such Franchise Fee collected from its Customers to the Grantor under the terms of this Ordinance, based upon meters read on or after the effective date of this Ordinance. During the term of this Ordinance, Grantee shall collect from its Customers and pay the City in January and July for the preceding six months. Grantee shall include with the Franchise Fee payment a statement showing its collections of Gross Receipts from Gas Sales and Gas Transportation in the City, and Utility Regulated Service Charges in the City, including the calculation of the Franchise Fee for the subject time period. Collection and payment of Franchise Fee shall be final as to both parties unless questioned by written notice provided by one party to the other within one year after payment thereof has been made.

It is expressly agreed that the Franchise Fee payments shall be in lieu of any payments for the right to use the Public Ways or other public rights-of-way of the City, including expressly the charge permitted to be levied by the Texas Tax Code Sections 182.021-182.026 and 182.081-182.082, or any successor statute permitting such a charge, however designated. The Franchise Fee shall be in lieu of and accepted as payment of all of Grantee's obligations to pay all other franchise fees, licenses, easement or occupation taxes, levies, exactions, rentals, street-cut fees, inspection fees, right of way inspection fees, permit fees, franchise fees, easement taxes, or charges of any kind whatsoever which may be levied or attempted to be levied in general by the City for the use of City's Public Ways and other rights-of-way, with the sole exception of sales taxes, ad valorem taxes and special assessments which are made without reference to or dependence upon Grantee's franchise or occupancy of the streets and public right of way, e.g., special assessment paving liens.

The rights, privileges, and franchises granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time as it may see fit, like

privileges, rights, and franchises to any other person or corporation for the purpose of furnishing gas in the City. In the event any entity (other than Grantee) providing gas sales or gas transportation service to Customers within the City is subject to a lesser franchise fee than is required to be collected and paid by Grantee in this Ordinance, then with respect to such gas sales or transportation service to those Customers, Grantee's Franchise Fee obligation on sales or transportation service to those Customers will be reduced to a rate equal to the franchise fee rate required to be paid by such other entity.

Unless expressly set forth herein, or otherwise provided by law, by accepting this Ordinance, Grantee does not agree to be responsible for the payment of franchise fees other than as expressly set forth herein, or for the payment of franchise fees owed to the City by any other entity, corporation or firm.

SECTION 12. CONDITIONS OF FRANCHISE

This contract, franchise, grant and privilege is granted and accepted under and subject to all applicable laws and under and subject to all of the orders, rules, and regulations now or hereafter adopted by governmental bodies now or hereafter having jurisdiction.

To the extent that all or any other existing ordinance shall conflict with any provision of this Ordinance, this Ordinance shall prevail upon passage, adopting and acceptance of this Ordinance.

SECTION 13. INVALIDITY OF ORDINANCE

If any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining portions of this Ordinance, which shall remain valid and effective as if such invalid provision did not exist, although the parties shall be entitled to a judicial interpretation or construction of this Ordinance to address the validation of such provision by minimal amendment thereof. Further, should any governmental body now or hereafter having jurisdiction determine that Grantee shall not be permitted to collect in whole or in part the compensation due Grantor by others for Transport Gas as set forth in Paragraph (2) of Subsection A of Section 11 of this Ordinance, Grantee shall thereafter have no obligation to make such payment to Grantor and Paragraph (2) of Subsection A of Section 11 shall be of no force and effect with regard to the sale of Transport Gas.

SECTION 14. EFFECTIVE DATE AND TERM

This Ordinance shall take effect and be in full force from and after its final passage and approval by the City Council and the acceptance hereof in writing by Grantee as herein provided. This Franchise Ordinance shall continue and remain in full force and effect for a period of twenty-five years from the effective date.

SECTION 15. ACCEPTANCE BY GRANTEE

Grantee shall have sixty days from the execution of this Ordinance within which to file in the office of the City Clerk its consent to and written acceptance of provisions and conditions of this Franchise Ordinance.

SECTION 16. REPEALER

Each and every other ordinance or part thereof which is directly in conflict with any provision herein as to the grant of a franchise for natural gas services and the regulation thereof is hereby repealed.

SECTION 17. SEVERABILITY

The provisions of this Ordinance are severable, and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

READ, PASSED, ADOPTED AND APPROVED by the Board of Aldermen of the Town of Rancho Viejo, Texas, this ____ day of _____, 2017.

[-----]

Mayor

ATTEST:

[-----]

City Clerk

APPROVED:

The above and forgoing Franchise Ordinance and the grants, franchise, powers, rights and privileges thereto were accepted by Grantee this _____, 2017.

TEXAS GAS SERVICE COMPANY

A division of ONE Gas, Inc.

By: _____

Greg Phillips

Vice President, Commercial Natural Gas Distribution,
ONE Gas, Inc.

18. Consideration/Action on an Ordinance of The Board of Aldermen of the Town of Rancho Viejo, Texas, Amending Chapter 62, "Traffic and Motor Vehicles" by Adding Article V, "Use of Portable Electronic Devices While Operating a Motor Vehicle"; Containing a Penalty; Providing for Publication; and Containing Other Provisions Related to the Subject

ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS, AMENDING CHAPTER 62, "TRAFFIC AND MOTOR VEHICLES" BY ADDING ARTICLE V, "USE OF PORTABLE ELECTRONIC DEVICES WHILE OPERATING A MOTOR VEHICLE"; CONTAINING A PENALTY; PROVIDING FOR PUBLICATION; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the Texas Department of Transportation states that more than 100,000 traffic crashes in Texas each year are a result of distracted driving; and

WHEREAS, the Board of Aldermen of the Town of RANCHO VIEJO finds that the use of portable electronic devices while operating a motor vehicle contributes to distracted driving; and

WHEREAS, the Board of Aldermen of the Town of RANCHO VIEJO finds that regulating the use of portable electronic devices while operating a motor vehicle in the Town of Rancho Viejo reduces the possible hazards produced by a distracted driver as the result of using a portable electronic device;

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS:

Section 1. That Chapter 62 of the Code of Ordinances of the Town of Rancho Viejo is amended by adding a new Article V to read as follows:

ARTICLE V. Use of Portable Electronic Devices while Operating a Motor Vehicle

I. Section 62-120. Definitions. In this Article:

- A. "Authorized emergency vehicle" has the meaning set out in Section 541.201 of the Texas Transportation Code.
- B. "Hands-free device" means speakerphone capability or a telephone attachment or other piece of equipment, regardless of whether permanently installed in the motor vehicle, that allows use of the Portable Electronic Device without use of either of the operator's hands.

- C. “Operator” has the meaning set out in Section 541.001 of the Texas Transportation Code.
- D. “Portable Electronic Device” means a portable hand held mobile telephone, personal digital assistant, MP3 or other hand-held music player, electronic reading device, laptop computer, pager, broadband personal communications device, global positioning or navigation system, electronic game device, or portable computing device. This term includes “Wireless Communication Devices” as defined in Texas Transportation Code section 545.425.
- E. “Radiofrequency device” has the meaning set out in 47 Code of Federal Regulations § 2.801(a).

II. Section 62.121. Use of portable electronic devices while driving.

- A. An operator of a motor vehicle may not use a portable electronic device while the vehicle is in motion.
- B. It is an affirmative defense to prosecution of an offense under this article if:
 - 1. the portable electronic device is used with a hands-free device and is used in a hands-free mode of operation and used to engage in telephone communication or to listen to audio transmissions;
 - 2. the portable electronic device is a global positioning or navigation device or global positioning or navigation software on a device, and the device is affixed to the motor vehicle;
 - 3. the portable electronic device was used to make an emergency call to:
 - a. an emergency response service;
 - b. a hospital;
 - c. a fire department;
 - d. a health clinic;
 - e. a medical doctor’s office;
 - f. an individual to administer first aid treatment; or
 - g. a police department.
- C. This section does not apply to:
 - 1. An operator of an authorized emergency vehicle using a portable electronic device while acting in an official capacity; or

2. An operator who is licensed by the Federal Communications Commission, when operating a radiofrequency device other than a portable electronic device.

III. **Section 62-122. Conflicts with Texas Transportation Code.** To the extent that this article conflicts with Texas Transportation Code sections 545.424, 545.425, or 545.4252, this article does not apply.

Section 2. That any person found guilty of violating this ordinance will be fined not more than \$500.00 for each offense. Notice of the enactment of this ordinance will be given by publishing the ordinance or its descriptive caption and penalty in the Town's official newspaper one time within thirty days of passage.

Section 3. That the provisions of this ordinance are severable and the invalidity of any part of this ordinance will not affect the validity of the remainder of the ordinance.

Section 4. That this ordinance is effective upon passage and publication.

PASSED AND ADOPTED by _____ on this ____ day of _____, 2017.

BY:

ATTEST:

19. Rabies

Vaccination

Announcement - June 1, 2017 at
Town Hall from 5:30 PM to 6:30 PM

**TOWN OF RANCHO VIEJO
RABIES
VACCINATION
CLINIC**

Thursday, June 1, 2017

5:30 PM ~ 6:30 PM

**Town Hall
3301 Carmen Ave.
(956)350~4093**



20. March 2017 Financial Report - Town Administrator

21. April 2017 Police Report - Chief of Police

22. Consideration/Action to
Declare One 2005 Dodge RAM ST
Military Surplus Property to be Sold
and Authorize the Chief of
Police/Mayor to Accept the Highest
Offer

The United States Government

Certificate to Obtain Title to a Vehicle

(Must Be Machine Prepared. See Instructions on reverse.) ☐ Duplicate If Checked

The undersigned Department or Agency of the United States Government certifies that the vehicle described herein, the property of the United States Government, has been transferred this 25TH day of APRIL 20 16, to the Transferee designated herein; and that this is the first transfer of such vehicle in ordinary trade and commerce subsequent to acquisition thereof by the United States Government.

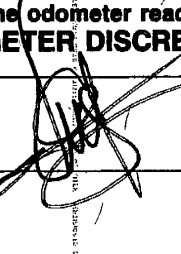

Vehicle Identification No. 3D6WR26C25G832059		Certificate No. D727053	
Year 2005	Make of Vehicle DODGE	Series or Model 2500 RAM ST	Body Style REGULAR CAB PICKUP
Fuel DIESEL	No. of Cylinders 6	Weight (Shipping) 5670	GVWR 3/4 TON
Transferor (Accountable office, i.e., department or agency, subunit and address, ZIP Code) DLA DISPOSITION SERVICES SAN ANTONIO 2999 PARKER HILL ROAD, ST 65 JBSA FORT SAM HOUSTON TX 78234-7728		Transferee (Name of dealer, individual, etc. and address including ZIP Code) RANCHO VIEJO POLICE DEPT. 3301 CARMEN AVENUE RANCHO VIEJO, TEXAS 78575	

Odometer Disclosure Statement	Date of Statement 25 APR 16
--------------------------------------	--------------------------------

Federal Law (and State law, if applicable) requires that you state the mileage upon transfer of ownership; failure to complete or providing a false statement may result in fines and/or imprisonment.

I, VICTOR CRUZ state that
the odometer now reads 62,000 miles and to the
best of my knowledge that it reflects the actual mileage of the vehicle described above, unless one of the following statements is checked.

- ☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- ☐ (2) I hereby certify that the odometer reading is not the actual mileage:
WARNING - ODOMETER DISCREPANCY.

Transferor's Signature (Seller) 	Printed Name (Not Typed) and Title Victor Cruz, AREA Mgr	Date 4-26-2016
Transferee's Signature (Buyer) 	Printed Name (Not Typed) and Title M. Cruz Jr Chief	Date 4/29-2016

D727053

**ANY ALTERATION OR ERASURE
VOIDS THIS CERTIFICATE**

STANDARD FORM 97-1 (Rev. 4-2012)
Prescribed by GSA FPMR (41 CFR) 102-38.285
Previous Edition Not Useable NSN 7540-01-509-5208

Upon sale of this vehicle, the purchaser must apply for a new title within 30 days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK OF TAB FOR ADDITIONAL INFORMATION.

THEY BOWES
SPOSTAGE
00376
Y 12 2016
P 78758
000419
3004755



RANCHO VIEJO POLICE DEPARTMENT
3301 CARMEN AVE
RANCHO VIEJO, TX 78575

016833

DETACH HERE

TEXAS CERTIFICATE OF TITLE



TEXAS DEPARTMENT OF MOTOR VEHICLES

127908238

VEHICLE IDENTIFICATION NUMBER
3D6WR26C25G832059

YEAR/MODEL
2005

MAKE OF VEHICLE
DODG

BODY STYLE
PK

TITLE/DOCUMENT NUMBER
03120042491084252

DATE TITLE ISSUED
05/11/2016

MODEL

REG. CAPACITY
IN TONS

WEIGHT

LICENSE NUMBER

5800

HHJ6548

PREVIOUS OWNER

DLA DISPOSITION SERVICES

ODOMETER READING

EXEMPT

OWNER

REMARK(S)

RANCHO VIEJO POLICE DEPARTMENT
3301 CARMEN AVE
RANCHO VIEJO, TX 78575

DIESEL
EXEMPT

X SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

DATE OF LIEN

1ST LIENHOLDER

1ST LIEN RELEASED

DATE

NONE

BY

AUTHORIZED AGENT

DATE OF LIEN

2ND LIENHOLDER

2ND LIEN RELEASED

DATE

BY

AUTHORIZED AGENT

DATE OF LIEN

3RD LIENHOLDER

3RD LIEN RELEASED

DATE

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

BY

AUTHORIZED AGENT

RIGHTS OF SURVIVORSHIP AGREEMENT
WE, THE MARRIED PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR.

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

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state that

es and to the

wing

2016

2016

23. Public Comment

24. Adjourn