



NOTICE OF A PUBLIC MEETING
TOWN OF RANCHO VIEJO
BOARD OF ALDERMEN
REGULAR MEETING
APRIL 11, 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 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
2. Roll Call
3. Invocation and Pledge
4. Public Comment
5. Approval of Minutes - Regular Meeting March 14, 2017
6. Presentation and Consideration of Acceptance of Audit Report for Fiscal Year Ending September 30, 2016
7. Acknowledge Receipt of Resignation of Lupita Cervantes-Carr as Alderman
8. Discussion of and Possible Action on the Appointment of a Replacement Alderman for Alderman Carr, to Serve Until the May 2018 Election
9. Consideration/Action on Employment of a Regular Police Officer and Setting of Salary
10. Consideration/Action on Reappointment of Chairman to the Planning and Zoning Commission
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
12. Consideration/Action to Reschedule May Regular Meeting
13. February 2017 Financial Report - Town Administrator
14. March 2017 Police Report - Police Chief
15. Public Comment
16. Adjourn

A handwritten signature in blue ink, appearing to read "Fred Blanco".

Fred Blanco, Town Administrator

1. Call to Order by Mayor Rathbun

2. Roll Call

by Isabel Perales

Aldерwoman Carr

Aldерwoman Guerrero

Alderman Lucio

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. Public Comment

5. Approval of Minutes - Regular Meeting March 14, 2017

MINUTES OF A REGULAR MEETING
TOWN OF RANCHO VIEJO
MARCH 14, 2017

A Regular Meeting of the Board of Aldermen of the Town of Rancho Viejo, Texas, was held on March 14, 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 6:00 P.M.

2. ROLL CALL:

Roll call was made by Fred Blanco, Town Administrator. Members present at the meeting were:

Mrs. Lupita Carr
Mr. Erick Lucio
Mrs. Bitty Truan
Mr. Javier Vera

Members absent were:

Mrs. Maribel Guerrero

A quorum was present at the meeting.

Legal Counsel Daniel Rentfro, Jr. was present at the meeting. Town Administrator, Fred Blanco was also present at the meeting.

Those present in the audience were:

Dave Lee	Myra Millsapps	Jerry Millsapps
Chief M. Cruz, Jr.	Graciela Salinas	Rosie Fruia

3. INVOCATION AND PLEDGE:

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

4. PUBLIC COMMENT:

Mayor Rathbun mentioned the Open House Bike Path meeting Tuesday, March 21, 2017 at 5:30 P.M. at Town Hall. Mayor Rathbun stated that Alderman Carr will be resigning soon. She presented Alderman Carr with a Proclamation for her numerous years of exemplary dedication and service provided to the community. Mrs. Lorraine Jarreau talked about the Block party, she said it was a tremendous success.

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

Motion was made by Alderman Truan, seconded by Alderman Vera, to approve the Minutes of the Regular Meeting held on February 14, 2017 as written. Motion passed with the following vote:

Ayes: Alderman Carr, Alderman Truan, Alderman Vera

Nayes: None

Abstain: Alderman Lucio

6. JANUARY 2017 FINANCIAL REPORT - TOWN ADMINISTRATOR:

Town Administrator Fred Blanco went over the January 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.

7. FEBRUARY 2017 POLICE REPORT - POLICE CHIEF:

Police Chief Cruz went over the items on the February 2017 Police Report.

8. CONSIDERATION/ACCEPTANCE OF ORDINANCE FOR CERTIFICATION OF UNOPPOSED CANDIDATES; CONSIDERATION/APPROVAL OF ORDER OF CANCELLATION; AND CONSIDERATION/APPROVAL OF ORDINANCE DECLARING UNOPPOSED CANDIDATES IN THE MAY 6, 2017 GENERAL MUNICIPAL ELECTION ELECTED TO OFFICE, CANCELING THE ELECTION, PROVIDING FOR A SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE:

Motion was made by Lucio, seconded by Alderwoman Carr, and unanimously carried, to approve Ordinance No. 222 – AN ORDINANCE FOR CERTIFICATION OF UNOPPOSED CANDIDATES; CONSIDERATION/APPROVAL OF ORDER OF CANCELLATION; AND CONSIDERATION/APPROVAL OF ORDINANCE DECLARING UNOPPOSED CANDIDATES IN THE MAY 6, 2017 GENERAL MUNICIPAL ELECTION ELECTED TO OFFICE, CANCELING THE ELECTION, PROVIDING FOR A SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

9. DISCUSSION ON THE USE OF WIRELESS COMMUNICATION DEVICES WHILE OPERATING A VEHICLE:

The board discussed the possibilities of an ordinance for the Town of Rancho Viejo for hands-free devices or no use of hand-held devices. Mayor Rathbun would like to propose an ordinance to the Board and have discussion at the next meeting.

10. PUBLIC COMMENT:

Mayor Rathbun announced Alderman Lupita Cervantes-Carr’s contribution to the Town. Alderman Carr is looking forward to keep working with and contributing to the Town when she comes back into Town. She has been a Rancho Viejo resident for 20 years and has seed many positive changes. She thanked everyone for being at the meeting and said it was a great honor to serve on the Board. Mayor Rathbun mentioned that Mrs. Carr had gone above and beyond her responsibilities in spearheading the loose and feral dog problem and is currently working together with many entities on the monuments in front of Carmen Avenue & Cortez Avenue. Alderman Carr mentioned she wanted to get started before she left, the application with Union Pacific takes 30-45 days for approval and the boring under the railroad tracks takes 3-4 weeks. The physical work with the monuments and letters will start soon and then the rest of the project will have to be done once she is gone.

11. ADJOURN:

Motion was made by Vera, seconded by Lucio, and unanimously carried, to adjourn the meeting at 6:38 P.M.

BY: _____
Fred Blanco, Town Administrator

APPROVED: _____
Cyndie Rathbun, Mayor

DATE: _____

6. Presentation and Consideration of Acceptance of Audit Report for Fiscal Year Ending September 30, 2016

7. Acknowledge Receipt of Resignation of Lupita Cervantes-Carr as Alderman

To: Mayor Cyndie Rathbun
Board of Alderman and
Town Administrator of the
Town of Rancho Viejo

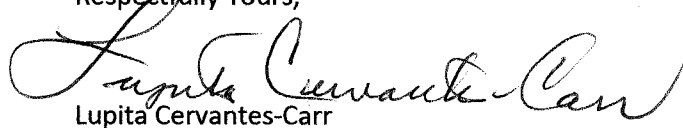
I hereby submit my resignation as a town council member of the Board of Alderman of the Town of Rancho Viejo effective March 30, 2017 for personal reasons. Due to the fact that I will be out of the country for a period of six months consecutively I will not be able to attend monthly meetings.

I thank the residents of the Town for having giving me the opportunity to serve them. I had the opportunity to be under different leadership styles and experienced how the wheels of government move. I got to meet many residents and felt a tremendous satisfaction when I was able to help them with their concerns. I also got to meet other city leaders, listened to their concerns about their own towns and cities and compared notes. I never felt more pride to have chosen this great, safe and beautiful community of Rancho Viejo as my home. It keeps improving every day under its present leadership; a wonderful place to live and raise a family.

I look forward to be of any service to the town in the near future.

I remain,

Respectfully Yours,


Lupita Cervantes-Carr

8. Discussion of and Possible Action on the Appointment of a Replacement Alderman for Alderman Carr, to Serve Until the May 2018 Election

GRACIELA SALINAS (Grace)
BIOGRAPHY

GRACIELA SALINAS (Brownsville, TX) served twelve years as the Assistant County Administrator & Executive Assistant to the Cameron County Judge in 1995 to 2006. While in her position, she assisted with the day to day operational duties of the county which included the duties of the Emergency Management Administrator and Special Projects, of which included research and preparation of studies, grants, program/project development and implementation. Her most recent large project was the Cameron County Disaster Relief (Infrastructure & Housing) Projects Hurricane Dolly – Office of Rural Affairs – Department of Agriculture. Other special projects for Cameron County included the Unit Road System, Consolidation of the Drainage Districts, FEMA Buyout of Del Mar Heights, Emergency Management Plan, Homeland Security, Countywide Solid Waste Collection System, Organizational Development, Hazard Mitigation Grant Program (HMGP), and Texas Historical Commission Restoration Repair of the Dancy Bldg. Cameron County Courthouse.

Ms. Salinas has extensive professional experience in federal, state, and local government in the field of Public Administration, Urban Planning, Community & Economic Development, Education, Health, Emergency Management, Solid Waste, and Hazard Mitigation. She previously worked as a Senior Planner for the Comprehensive Planning Division of the City of Brownsville Planning Department. She was successful in developing a Comprehensive Plan for the City of Brownsville entitled “Vision 2000”.

She also held a position as adjunct faculty member for five years at the University of Texas at Brownsville in the School of Liberal Arts. She was also Program Director for SER – Jobs for Progress, Inc., a Community Based Organization (CBO) funded by the U.S. Department of Labor. SER is a non-profit Hispanic organization located in Dallas with 104 employment and training project offices throughout the United States. During her tenure in government she has written many grants and brought in approximately \$40 million in funding for the many projects she has undertaken.

She is currently employed by the Cameron County Program Development and Management Department of which she has responsibility for coordinating e-grants from the Office of the Governor, to include Operation Stonegarden. She is also the Cameron County Emergency Services (CCESD) Administrator. Her responsibilities for the CCESD includes managing the administration of the agency’s Board and the Fire and EMS 15 Service Providers Contracts with the local cities. CCESD provides rural fire and emergency services for Cameron County rural residents.

Ms. Salinas holds a B.A. Degree in Inter-American Studies from the University of Texas – Pan American. She attended graduate school at the University of Colorado at Boulder and the University of Texas at Brownsville. She received her Master’s in Public Policy & Management from the University of Texas at Brownsville in 2007. She was born and raised in Brownsville, Texas and has one son who lives in Los Angeles, California. Ms. Salinas has been a long time resident of Brownsville and now a 17 year resident of Rancho Viejo, Texas.

In addition, she has testified before the State of Texas Water Resources Committee on Public Works and Transportation, U.S. House of Representatives 100th Congress March 1988: “Inadequate Water Supply and Sewage Disposal Facilities Associated with “Colonias” Along the United States and Mexican Border” and the State of Texas House of Representatives Economic Development Committee February 1994 on “Women & Economic Development. Ms. Salinas is actively involved in various community programs and is a member of the American Planning Association, Brownsville Historic Museum, and previously member of the Zonta Club, Board Member of CASA and Friendship of Women.

GRACIELA SALINAS

908 Avenida Morelos, Rancho Viejo, Texas 78575 (956) 621-0207 (H) (956) 371-1786 (C)
Email: gsalinas2@hotmail.com Mailing Address: P.O. Box 5538, Brownsville, Texas 78523

Objective

To find a position in urban planning and or administration in a working environment that is challenging, dynamic and progressive.

Summary of Qualifications

- City & County Government Administration (20 yrs.).
- Community Planning & Program Development. (12 yrs.).
- Historical Preservation, Land Use & Zoning, and CDCB) (8 yrs.).
- Comprehensive Planning (8 yrs.).
- Economic Development (4 yrs.).
- Human Resources (6 yrs.).
- Homeland Security - Emergency Management (12 yrs.)
Administration & Planning (10 yrs.) (Grants \$6 million).
- FEMA Property Buyouts (Grant \$1.2 million).
- Solid Waste (2 yrs.) (Grant \$1 million).
- Grant Writing (\$40 million) - Contract Negotiations.
- Non-profit Agency (Policy, Strategic Planning, Resource Development 12 yrs.)
- Health Administration (Hospital 13 yrs.)
- University Education (Program Development, Adjunct Faculty - New Students (5 yrs.)
- Hispanic Advertising, Marketing, & Public Relations (3 yrs.)
- Excellent Public Relations & Communication skills, bilingual, problem solving skills.
- Strong background in Federal, State, Local government rules & regulations.
- Leadership, Vision, Creative.

Professional Experience

2010-Present Emergency Services District Administrator - Special Projects & Planning Coordinator Cameron County, Texas - Program Development & Management

- Coordination of Texas Department of Rural Affairs (TDRA) Disaster Recovery Projects totaling \$13 million.
- Coordination of TDRA Disaster Recovery Housing Program with local non-profit agencies.
- Coordination of TDRA Non-Housing Infrastructure projects (25) with HTNB Engineering Firm and local engineers.
- Coordination, development, & management of State and Federal grants (e-grants, Operation Stonegarden, JAG).
- Administration of Cameron County Emergency Services District No. 1 (Board agendas, Fire, EMS Contracts, & General Administration of Board activities).
- **Other special projects include research & strategic planning on local and regional economic development.**

2007- 2009 Planning Consultant – University of Texas at Brownsville, Texas

- Conference Coordinator for University of Texas at Brownsville – WTCE (Contractual basis).
- Grant writing
- Program research and development of business database.
- Fundraising: South Texas Contracting Conference.
- **Projects: Energy Grant, Early High School College Program, South Texas Contracting Conference.**

1995– 2006 Assistant Court Administrator – Cameron County Judge Office

Emergency Management Coordinator –Planning & Administration - Cameron County, Texas

- Planned, developed, and implemented short and long term special projects.
- Wrote policies and procedures (agenda, human resources, information technology).
- Developed budgets, staffing plans, strategic plans, studies, and reports.
- Developed and coordinated Commissioners’ Court agenda.
- Coordinated daily interdepartmental activities.
- Organized project petitions in preparation of election process.
- Served on various county, city, and agencies committees.
- Organized, coordinated, research, and compiled data.
- Worked closely with local, state, federal officials, and agencies.
- Worked closely with all county departmental staff in project development & implementation.
- Wrote grants, proposals, and other reports.
- Made presentations & prepared press releases on behalf of the County Judge
- Administration and Planning of Emergency Management (Homeland Security)
- Planned & coordinated FEMA Property Buyout Program for Del Mar Heights Colonia Project
- Total grants acquired \$15 million
- **Special Projects: Consolidation of JP Precinct, Consolidation of Drainage Districts, Census 2000, Port Isabel Health Clinic, Organizational Review Study, County Administrative Policies & Procedures, Human Resources Job Classification and Compensation Study, Emergency Management Plan, Homeland Security Planning & Grants, Solid Waste Garbage Collection, AED Project, FEMA Buyout Project - Del Mar Heights (\$1.2million), Santa Rosa & Los Fresnos Boys & Girls Club**

1993-1999 Program Director, Adjunct Faculty, Development Officer— UT- Brownsville, Texas

- Developed and implemented program for Single parent students “Project Mujer”
- Instructor for 6 years - University Experience course.
- Developed prospectus for Institutional Development for the UT-Brownsville.
- Total grants acquired: \$250,000
- **Special Projects: Project Mujer, University Experience, Prospectus**

1986-1993 Senior & Transit Planner—City of Brownsville, Texas (110,000)

- Administered and managed the Division of Comprehensive Planning (Historical, Land Use & Zoning, Community Development (CDBG projects)
- Supervised 9 planners
- Developed Strategic Plan – Vision 2000
- Wrote Transit Bus Application UMTA
- Negotiated contracts with consultants
- Total grants acquired \$6 million
- **Special Projects: Vision 2000, Transit Buses, Trolleys.**

1983-1986 Affirmative Action Officer—City of Boulder, Colorado (98,000)

- Developed and implemented EEO plan and minority recruitment.
- Special Projects: Affirmative Action Plan, Minority Recruitment Brochure Police Officers

1981-1983 President - Spanish Interamericas, Inc. Dallas, Texas

- Prepared Hispanic marketing studies and presentation to advertising companies in Dallas.
- Redesign of Packaging for Masa Harina, Masa Trigo for Quakers Oaks Company in Chicago.
- Conducted Hispanic focus group study in Los Angeles, California
- Produced radio commercial for Masa Harina, Masa Trigo.
- Wrote proposals and negotiated contracts with advertising agencies.
- Coordinated with Bozell and Jacobs Advertising Company on Hispanic marketing.

1979-1983 Program Director—SER—Jobs for Progress, Inc. Dallas, Texas

- Developed, wrote and provided technical assistance in employment & training program grants.
- Developed and implemented programs for Hispanics in employment and training throughout the United States
- (Dallas, TX, Fall River, Massachusetts, Laredo, TX, Los Angeles, California, and Washington, DC. Miami, Florida).
- Total grants acquired: \$4 million
- **Special Projects: Youth Programs, Job Corp Center in Laredo, Texas**

1975-1979 Urban Planner—City of Brownsville, Texas (85,000)

- Planned, developed & implemented Community Development projects (CDBG).
- Collected, research, and compiled socio-economic data
- Prepared reports and studies
- Wrote federal, state, and foundation grants
- Worked with federal, state, local officials to include officials from Mexico
- Total grants acquired \$2 million
- **Special Projects: State of the City, Land Use Plan, Resaca Study, Bridge Feasibility, US Census.**

Education

- M.A. Master of Arts in Public Policy & Management- University of Texas at Brownsville 2007
- B.A. Degree Inter-American Studies - University of Texas at Pan American 1979
- Graduate – School of Liberal Arts - Master of Arts in Interdisciplinary Studies – Sociology – UT Brownsville Dec. 2005-2007
- Graduate School – University of Colorado, Boulder –Public Administration

Languages

- Complete fluency in English and Spanish

Testimonies & Publications

- State of Texas House of Representatives Economic Development Committee February 22, 1994: “Women & Economic Development”
- State of Texas Water Resources Committee on Public Works and Transportation, U.S. House of Representatives 100th Congress March 11, 1988: “ Inadequate Water Supply and Sewage Disposal Facilities Associated with Colonias Along the United States and Mexican Border”

Selected Achievements

- Founder & owner of first Hispanic Advertising, Marketing, & Public Relations Firm in Dallas, Texas 1981 (Spanish Interamericas, Inc.)
- Developed a successful Model Program for University of Texas @ Brownsville new single parent students entitled "Project Mujer"
- Vision 2000 – City of Brownsville, Texas.
Successfully wrote grants totaling \$30 million

Community Service – Board Membership

- Member, American Public Administration Association (APAA)
- Member, American Planning Association
- Member, International City/County Management Association (ICMA)
- Member, Land Use Committee, United Brownsville Board (Imagine Brownsville) 2010
- Board Secretary, Cameron-Willacy CASA (Court Appointed Special Advocate) Child Abuse 6 yrs.)
- Board Chair—Cameron County Housing - Family Self Sufficiency (8 yrs.)
- Past Board Chair & Member—Friendship of Women, Inc. (Family Violence 6 yrs.)
- Board Member—FEMA Food Program (6 yrs.)
- Legislative Committee Chair – Zonta Club (Advancement of Women)
- Member, Council for the Advancement and Support of Education (CASE)
- Member, National Society of Fund-Raising Executives
- Member, Brownsville Historical Association
- Member, Leadership Texas

Computer Skills

- Expertise in PC and MAC computer programs and software.

Certificates

- Emergency Management Professional Series
- Pending American Institute of Certified Planners (AICP) exams – in preparation
- Competitive Proposal Writing, Covey Leadership Facilitator
- Pending Certificate ESD Training - Young Institute of County Government – Texas A&M

Professional Development

- Leadership and Vision Course – Dr. Juliet Garcia, President – UT-Brownsville, TX.
- Leadership Texas

References provided upon request.

9. Consideration/Action on Employment of a Regular Police Officer and Setting of Salary

Chief Cruz will make a recommendation to hire a full time Police Officer with the starting annual salary set to \$29,600.

10. Consideration/Action on Reappointment of Chairman to the Planning and Zoning Commission

Mayor Rathbun to reappoint Oscar Gonzalez as Chairman to the Planning and Zoning Commission for a two 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



March 15, 2017

Fred Blanco
Town Administrator
City of Rancho Viejo
3301 Carmen Avenue
Rancho Viejo, Texas
78575

Dear Mr. Blanco:

Texas Gas Service would like to renew its franchise with the City of Rancho Viejo which expires in 2017.

Pursuant to Section 8 of Rancho Viejo Ordinance 57, passed, adopted and approved May 19th, 1987, Texas Gas Service, a division of ONE Gas, Inc. hereby provides written notice of its desire to renew its franchise agreement with City of Rancho Viejo. Attached please find a copy of a proposed 25-year franchise agreement for your review and consideration. We look forward to working with you to renew this franchise and continuing to serve the City of Rancho Viejo. Thank you in advance for your cooperation.

Sincerely,

Larry Graham
Manager, Regulatory Affairs

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 Two Percent (2%) 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:

[-----]
City Attorney

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.

12. Consideration/Action to Reschedule May Regular Meeting

May Regular Meeting to be
rescheduled for Tuesday, May 16,
2017.

13. February 2017 Financial Report - Town Administrator

14. March 2017 Police Report - Police Chief

15. Public Comment

16. Adjourn