



City of Garden Ridge

"A way of life, not just a place to live"

AGENDA REGULAR CITY COUNCIL MEETING, MAY 2, 2018 AT 6:00 P.M.

The Garden Ridge City Council will meet in a regular session on Wednesday, May 2, 2018 at 6:00 p.m. in the City Council Chambers, 9400 Municipal Parkway, Garden Ridge, Texas. This is an open meeting, open to the public, subject to the Open Meetings Law of the State of Texas, and as required by law, notice is hereby posted on April 27, 2018 before 5:00 p.m., providing time, place, date and agenda thereof. The meeting facility is wheelchair accessible and accessible parking spaces are provided. Requests for accommodations or interpretative services must be made to the City Secretary 48 hours prior to this meeting.

1. Call to Order
2. Roll Call
3. Posting of Colors – Canyon High School JROTC
 - a) Pledge of Allegiance
4. Proclamation
 - a) Garden Ridge Police Department
 - b) Lupus Foundation of America
5. City/Employee Recognitions
 - a) Thank you to Public Works
6. Citizen Comment Period – limited to 30 minutes total

Rules for Citizens' Participation:

The City Council welcomes citizen participation and comments at all City Council Meetings. The City Council offers citizens the opportunity to address them by signing up to speak prior to the meeting. If you speak, you follow these guidelines:

- a) Respect and courtesy:
 - i. Direct your comments to the entire City Council, not to an individual member, nor to the audience.
 - ii. Show the City Council the same respect that you would like to be shown.
 - iii. End your speaking at the time allotted below.
- b) Speaking:
 - i. First citizen comment period
 - a. You are required to sign up to speak.
 - b. You are limited to one 3 minute period.
 - ii. Business item period
 - a. You are required to sign up to speak.
 - b. You are limited to one 3 minute period.
 - iii. Second citizen comment period
 - a. You are not required to sign up.

- b. You are limited to one 2 minute period.
- iv. State your name and address before your comments begin.
- v. You are only allowed to speak once per topic, unless also speaking during a posted Public Hearing.

*NOTE: The Texas Open Meetings Act permits a member of the public or a member of the governmental body to raise a subject that has not been included in the notice for the meeting. However, any discussion of the subject **must be limited** to a proposal to place the subject on the agenda for a future meeting and any response to a question posed to the Commission is limited to either a statement of specific factual information or a recitation of existing policy. TEX. GOV'T CODE § 551.042.*

7. Consent Agenda

THE FOLLOWING ITEMS MAY BE ACTED UPON IN A SINGLE MOTION. NO SEPARATE DISCUSSION OR ACTION ON ANY OF THESE ITEMS WILL BE HELD UNLESS REQUESTED BY A MEMBER OF CITY COUNCIL. PUBLIC COMMENT ON CONSENT AGENDA ITEMS MAY BE HEARD DURING CITIZEN'S PARTICIPATION, BUT COMMENTS HEARD DURING CITIZEN'S PARTICIPATION DOES NOT MEAN THAT THE ITEM WILL BE CONSIDERED OUTSIDE THE CONSENT AGENDA.

- a) Approval of Minutes:
 - i. April 4, 2018 City Council Regular Meeting
- b) Financial Statement, Summary Report, and Management's Discussion and Analysis of Results of Operations – March 31, 2018
- c) Approval of Destruction of City Records in accordance with the City of Garden Ridge Records Retention Plan.

ACTION ON THE CONSENT AGENDA

8. Business Items

The following items are for discussion, consideration and action.

- a) Action on items pulled from the Consent Agenda
- b) Staff Reports:
 - i. City Administrator Monthly Activity Report
 - Community Center usage and financial report, Building Permits issued to date for residential, commercial and minor Construction projects, City Council Idea/Suggestions, Communication efforts, Citizen Concern/Input, and upcoming events
 - ii. Police Department Monthly Activity Report
 - Traffic Enforcement, Criminal Activity within City, and Code Compliance Enforcement
 - iii. Public Works Monthly Activity Report
 - Street and Right-Of-Way Maintenance, Drainage Facility and Easement Maintenance, City Facility Maintenance, Animal Services (domestic and wild), Oak Wilt, and Public Works Projects
 - iv. Water Manager Monthly Activity Report
 - Water pumping/usage from city wells, Water system infrastructure maintenance, repairs and/or projects, and Water and/or Drought Management (current Watering Stage)
 - v. Library Monthly Activity Report
 - Upcoming events
- c) City Engineer Projects Status Reports:
 - i. CIP Project for 2013
 - ii. CIP Project for 2015
 - a. Phase I
 - b. Phase II

- c. Trinity Wells #9 and #10 Project
 - i. Take action on Change Order #1 for Pesado Construction for fencing, site change and miscellaneous items.
 - ii. Receive update on request for TCEQ exceptions for well project.
 - d. Naco-Loop Water Line Project
 - iii. Sewer System (FM 2252)
- d) City Commission and Committee Reports/Recommendations/Possible Actions
 - i. Planning and Zoning Commission Recommendation and Possible Action:
 - a. Receive monthly activity update as applicable.
 - ii. Quarry Commission Recommendations and Possible Action:
 - a. Receive monthly activity update as applicable.
 - iii. Water Commission recommendations and Possible Action:
 - a. Receive monthly activity update as applicable.
 - iv. Wildlife Management Advisory Commission:
 - a. Receive monthly activity update as applicable.
 - v. Garden Ridge Parks Committee:
 - a. Receive monthly activity update as applicable.
 - vi. *Volunteer Garden Ridge!*
 - a. Receive monthly activity update as applicable.
 - b. Receive update and discuss the Water Tank Beautification Project.
- e) Ordinances
 - i. Consider approval of Ordinance 212-052018 adopting Unanimous Settlement Agreement, setting rates and establishing tariffs for the provision of natural gas service by Centerpoint Energy Resources Corp., D/B/A Centerpoint Energy Entex and Centerpoint Energy Texas Gas Company within the City of Garden Ridge, Texas; declaring this Ordinance to be a final determination of rates; requiring acceptance by Centerpoint Energy Resources Corp., D/B/A Centerpoint Energy Entex and Centerpoint Energy Texas Gas Company of the rates prescribed herein; and establishing an effective date.
- f) Resolutions
 - i. Consider approval of Resolution 429-052018 extending the implementation of the Master Land Use Plan.
- g) Approvals/Authorizations/Reports
 - i. Oak Wilt
 - a. Receive an update on May 1st Oak Wilt education session.
 - b. Update on oak wilt mitigation.
 - ii. Workflow Management Program and Policy
- h) Updates
 - i. City Administrator Projects
 - a. Building Codes
 - b. Household Hazardous Waste Day held on Saturday, April 21st.
 - c. Announce Election Canvass date (Thursday, May 10th at 6p.m.)
 - d. Shred Day (Saturday, May 12th, 10 a.m. – 1 p.m.)

- ii. Mayor's Projects
 - a. Communication Report
 - b. Citizen Contact Report
 - c. City Facility Update
 - d. Ordinance Revision Process
 - e. Vulcan Construction Materials, LLC Update
- iii. City Council Projects
 - a. Expansion of Garden Ridge boundaries and controlling growth (Arvidson)
 - b. Acquiring Bat Cave Road (Bower)
 - c. Structure Definition(Bower)
 - d. Postal mail issues occurring within the City (Lantzy)
 - e. City of Garden Ridge window stickers for vehicles (Erickson)
 - f. City government offsite event (Erickson)

i) Future Agenda Items

9. Citizen Comment Period – limited to 20 minutes total
See “Rules for Citizen’s Participation” under Item 6.

10. Reports and Comments from Mayor and City Councilmembers

The Mayor and/or City Councilmembers may comment, make general announcements and/or provide progress reports on events, activities and/or committees/board meetings concerning the following:

Alamo Area Metropolitan Planning Organization (“AAMPO”)
 Boy Scouts and/or Girl Scouts
 City Commissions (Planning and Zoning, Quarry, Water, and Wildlife Management)
 City of Garden Ridge sponsored events
 Comal ISD/Garden Ridge Elementary
 Counties (Bexar, Comal and Guadalupe)
 Garden Ridge Lions Club
 Garden Ridge Police Academy Alumni Association/Citizen Patrol
 Greater Bexar County Council of Cities
 Joint Base Land Use Study-Randolph
 Northeast Partnership

11. Executive Session

The City Council will recess its open meeting and reconvene in Executive Session:

Pursuant to Texas Government Code Chapter 551.071 – Consultation with Attorney

- a) to seek legal advice in connection with deliberating the purchase, lease, exchange, or value of real property and regarding related negotiations for City building projects, and utility projects.
- b) to seek legal advice in connection with settlement negotiations and other issues related to Hanson Aggregates operations, blasting and possible amendments to Ordinance 34.

12. Business Items (continued)

The City Council will reconvene into Regular Session upon conclusion of the Executive Session and may recall any item posted for Executive Session for action, as necessary.

13. Adjournment

AGENDA NOTICES:

Decorum Required:

Any disruptive behavior, including shouting or derogatory statements or comments may be ruled out of order by the Presiding Officer. Continuation of this type of behavior could result in a request by the Presiding Officer that the individual leave the meeting, and if refused, an order of removal.

Action by Council Authorized:

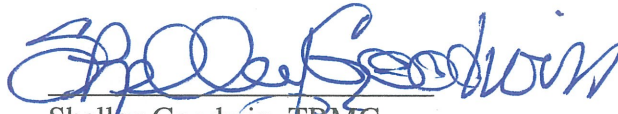
The Council may vote or act upon any item within this Agenda. The Council reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by Title 5, Chapter 55, of the Texas Government Code.

Executive Sessions Authorized:

This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

Attendance By Other Elected or Appointed Officials:

It is anticipated that members of the other city boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the City Council, other boards, commissions and/or committees of the City, whose members may be in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action are specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.


Shelley Goodwin, TRMC
City Secretary

This is to certify that I, Shelley Goodwin, posted this Agenda at 12:15 p.m. on April 25, 2018 on the bulletin board located at the entrance to the Garden Ridge City Hall, 9400 Municipal Parkway, Garden Ridge, Texas.


Shelley Goodwin, TRMC
City Secretary

Proclamation

WHEREAS, In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others.

WHEREAS, the members of the Garden Ridge Police Department play an essential role in safeguarding the rights and freedoms of the citizens of Garden Ridge; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, it is fitting and proper that we express our gratitude for the dedicated service and courageous deeds of law enforcement officers and for the contributions they have made to the security and well-being of all our citizens

NOW, THEREFORE, BE IT RESOLVED, that I, Larry Thompson, Mayor of Garden Ridge, Texas, call upon all citizens of Garden Ridge and upon all patriotic, civil and educational organizations to observe the week of 13 May to 19 May 2018, as

POLICE WEEK

I ask all citizens to join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I FURTHER, call upon all citizens of Garden Ridge to observe 15 May 2018, as Peace Officers Memorial Day to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty. To date we have lost 21,541 Peace Officers.

IN WITNESS WHEREOF, I hereunto set my hand and official seal of the City of the Garden Ridge this 2nd day of May, 2018.



Larry Thompson
Mayor

Proclamation

WHEREAS, an estimated 1.5 million Americans suffer from Lupus, the chronic inflammatory, autoimmune disease that can affect various parts of the body, especially the skin, joints, blood and kidneys; and

WHEREAS, Lupus can be difficult to diagnose because its symptoms are similar to those of many other illnesses, and major gaps exist in understanding the causes and consequences; and

WHEREAS, the Lupus Foundation of America, Lone Star Chapter is part of a national force devoted to solving the cruel mystery of lupus while providing caring support to those who suffer from its brutal impact; and

WHEREAS, the Chapter rallied the City of Garden Ridge community to wear the color purple and to further unify the support for those living with the disease; and

WHEREAS, awareness is vital in raising funds for research for those affected by lupus; and it is our responsibility as a community to advocate on their behalf and to further encourage educational programs so everyone affected by lupus can have an improved quality of life;

NOW, THEREFORE, BE IT RESOLVED, that I, Larry Thompson, Mayor of Garden Ridge, Texas does hereby proclaim May 18, 2018 as

PUT ON PURPLE DAY

throughout the City of Garden Ridge and urge all citizens to support the cause of raising awareness of Lupus, so that we can have a world with NO Lupus.

IN WITNESS WHEREOF, I hereunto set my hand and official seal of the City of the Garden Ridge this 2nd day of May, 2018.



Larry Thompson
Mayor

City Administrator

From: kenneth kneupper [REDACTED]
Sent: Thursday, April 19, 2018 8:14 AM
To: City Administrator
Subject: Thank You

MS Cain,

I would like to express my thanks and appreciation to Steven, Eric, Manuel and Stanley, supervisor and employees of the Public Works Department, for their assistance in opening and closing the Garden Ridge City's storage building on Schoenthal Rd on numerous occasions in order for us to inventory GRCPAAA supplies, and remove and return items from the facility for the GRCPAAA Car Show on April 14. They were always ready to be of assistance when we needed access to the building and helped us remove and return our items as well. Manuel provided us with his personal cell phone number to make it easier for us to gain access to the building. They would always greet us with smiling faces and a can do attitude made it a pleasure to interact with them when we were at the storage building. They are a great example of our help full Public Works Department.

I would also appreciate it they could be recognized during the May city council meeting.

Thank you,

Ken Kneupper
GRCPAAA Membership Coordinator



City of Garden Ridge

"A way of life, not just a place to live"

DATE: April 25, 2018

TO: City Council

CC: Mayor Thompson
Nancy Cain, City Administrator

FROM: Shelley Goodwin, City Secretary

RE: Corrections to the Minutes

I was not able to get the Minutes from April 4, 2018, City Council Regular Meeting completed before April 13, 2018, so Mayor Thompson will make his corrections after the Agenda Packet has been posted and I will update your packet in DropBox. I will email you after I do this.



MINUTES OF CITY COUNCIL REGULAR MEETING,
APRIL 4, 2018

Members Present:

Mayor Larry Thompson
Mayor Pro-Tem John McCaw
Councilmember Todd Arvidson
Councilmember Kay Bower
Councilmember Robb Erickson (arrived at 6:38 p.m.)
Councilmember Bryan Lantzy

Member Absent:

None

City Staff Present:

Nancy Cain, City Administrator
Cynthia Trevino, City Attorney
Ron Eberhardt, Police Chief
Royce Goddard, Water Department Manager
Steven Steinmetz, Public Works Director
Linda Crosland, Librarian
Shelley Goodwin, City Secretary

Commission Representative Present:

Dr. Jim Miller, Vice Chair, Planning and Zoning Commission
David Heier, Chair, Water Commission
David Krawczynski, Chair, Wildlife Management Advisory Commission
Cynthia Shanahan-Segovia, Vice Chair, Wildlife Management Advisory Commission

Other City Commissioners in attendance:

Andre Bullard, Water Commission
Johnell Holly, Quarry Commission
Ken Knuepper, Wildlife Management Advisory Commission

1. Call to Order

With a quorum of the City Council members present, Mayor Thompson called the regular meeting of the Garden Ridge City Council to order at 6:00 p.m. on Wednesday, April 4, 2018, in the City Council Chambers of the Garden Ridge City Hall, 9400 Municipal Parkway, Garden Ridge, Texas 78266.

2. Pledge of Allegiance

Mayor Thompson led the Pledge of Allegiance.

3. Proclamation

- **Child Abuse Prevention Month in Garden Ridge**

Mayor Thompson read and presented the proclamation to Layla Coleman and Tim Judkins with CASA of Central Texas.

Layla Coleman, Recruitment and Training Director, provided some statistics regarding child abuse and she provided the benefits of CASA volunteers. She encouraged residents to be a volunteer and a voice for children.

Mayor Thompson also presented a proclamation to Trendy Sharp and Shannon Dixon with Comal County Child Advocacy Center.

Trendy Sharp, Executive Director, provided statistics of the number of children abused by 18 years of age. She shared the importance of listening and working with children.

Mayor Thompson thanked both groups for what they do and encouraged residents to wear blue on Friday, April 6, 2018 to help bring awareness to child abuse.

- **National Library Week**

Mayor Thompson read the proclamation and announced that Linda Crosland, Librarian, is out sick. He read the notes provided by Linda Crosland and asked all Library Volunteers to stand. He also announced all the Library events occurring in the month of April and the Friends of Garden Ridge Library reception on May 11th. He thanked the volunteers for what they do.

4. City/Employee Recognitions

Nancy Cain, City Administrator, stated she had received 2 thank yous:

- Thank you to Duane Scognio, Water Department, for his assistance with a water leak.
- Thank you to Police Department for the successful Bike Rodeo.

Mayor Thompson stated he attended the Bike Rodeo and the Police Department did an outstanding job.

5. Citizen's Participation – Limited to (30) minutes

Martha Stipp, 21007 Cedar Branch, stated she is concerned with the recommendation the Wildlife Management Advisory Commission made to reduce the deer herd to 1 deer per 5 acres, which she figures would be 2/3 of the deer. She stated she does not believe that the Commission is following Texas Parks and Wildlife's recommendations or listening to what the residents had to say on the survey.

6. Consent Agenda

THE FOLLOWING ITEMS MAY BE ACTED UPON IN A SINGLE MOTION. NO SEPARATE DISCUSSION OR ACTION ON ANY OF THESE ITEMS WILL BE HELD UNLESS REQUESTED BY A MEMBER OF CITY COUNCIL. PUBLIC

COMMENT ON CONSENT AGENDA ITEMS MAY BE HEARD DURING CITIZEN'S PARTICIPATION, BUT COMMENTS HEARD DURING CITIZEN'S PARTICIPATION DOES NOT MEAN THAT THE ITEM WILL BE CONSIDERED OUTSIDE THE CONSENT AGENDA.

a) Approval of Minutes:

- i. March 7, 2018 City Council Regular Meeting**
- ii. March 22, 2018 City Council Special Meeting**

b) Financial Statement, Summary Report, and Management's Discussion and Analysis of Results of Operations – February 7, 2018

Motion: A motion was made by Mayor Pro-Tem McCaw, seconded by Councilmember Arvidson, to approve the Consent Agenda items 6. a) i. ,a) ii. and b). The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

7. Business Items

The following items are for discussion, consideration and action.

a) Action on items pulled from the Consent Agenda

No items were pulled.

b) Staff Reports:

i. City Administrator Monthly Activity Report

- **Community Center usage and financial report, Building Permits issued to date for residential, commercial and minor Construction projects, City Council Idea/Suggestions, Communication efforts, Citizen Concern/Input, and upcoming events**

Nancy Cain, City Administrator, reported she has no additional information to add to her report.

ii. Police Department Monthly Activity Report

- **Traffic Enforcement, Criminal activity within City, and Code Compliance Enforcement**

Ron Eberhardt, Police Chief, stated since his report a mail theft has occurred in Wild Wind and all employees have taken the CRASE training. He also wanted to remind residents of the GRCPAAA Car Show on Saturday, April 14th from 8 a.m.-4 p.m.

Mayor Thompson stated there is a video of the woman taking the package in Wild Wind posted on the Police Department Facebook page and he encouraged everyone to watch the video. He also stated the Police Department has been working on an emergency plan for the city facilities which will include drills. He also reminded residents to call dispatch when they see things that are out of the normal; dispatch phone number (830)609-3921.

iii. Public Works Monthly Activity Report

- **Street and Right-Of-Way Maintenance, Drainage Facility and Easement Maintenance, Animal Control (domestic and wild), Oak Wilt and Public Works Projects**

Steven Steinmetz, Public Works Director, reported he had nothing to add to his report.

iv. Water Manager Monthly Activity Report

- **Water pumping/usage from city wells, Water system infrastructure maintenance, repairs and/or projects, and Water and/or Drought Management (current Watering Stage)**

Royce Goddard, Water Manager, reported as of March 7, 2018, Garden Ridge has used 4,000,600 gallons from Edwards and 19,000,200 gallons from the Trinity.

The City Council inquired about the cost of a standby pump for the City wells.

Royce Goddard, Water Manager, stated he would have to bring the answer of the cost at the May City Council Meeting.

v. Library Monthly Activity Report

- **Upcoming events**

Nancy Cain, City Administrator, stated Linda Crosland, Librarian did not have anything to add to her report.

Councilmember Erickson arrived at the meeting at 6:38 p.m..

c) City Engineer Projects Status Reports:

Dan Mummert, P.E., Trihydro, City Engineer, reviewed the City Engineer Report and PowerPoint (see attached).

i. CIP Project for 2013

Dan Mummert reported Qro-Mex Construction is working to complete the oil overspray along Blazing Star Trail's curbs.

ii. CIP Project for 2015

a. Phase I

b. Phase II

He reported the final documents for closing out the project are waiting for signatures.

c. Trinity Wells #9 and #10 Project

He reported Pesado Construction provided an updated schedule and should be finished by April 24, 2018. He stated Well 9 is approved, but TCEQ still needs to approve Well 10. He reviewed the options they have to handle the leach field for Well 10 which are take out the leach field and replace septic system, or reroute the flow, or wait to see if TCEQ will grant as is.

The City Council discussed the options and directed Mr. Mummert to bring back costs for the different options.

i. Take action on Change Order #1 for Pesado Construction for fencing, site change and miscellaneous items.

Dan Mummert stated Wells 9 & 10 Site Development Change Order Number 1 is to reconcile changes implemented during project construction. He summarized the 10 items and their cost.

The City Council discussed the items within Change Order Number 1 and how these items were missed during the bidding process. They reviewed and discussed each item and how the only item that they were aware of was the fencing that was approved after the project began.

Mayor Thompson stated the City Council could take a vote on each item. He stated he met with City Staff and Engineers to discuss design flaw, errors during planning and bidding the project, and the changes between River City Engineering and Tri-Hydro Engineering.

The City Council discussed options on the Change Order, and how to make sure these errors do not occur on the next projects.

Motion: A motion was made by Councilmember Lantzy, seconded by Councilmember Erickson, to deny paying Change Order #1.

The City Council discussed what would happen if the Change Order denial was approved.

Dan Mummert explained the work has already occurred and what is before Council was already negotiated.

Mayor Thompson stated the contractor built to plan specs and then a few changes were requested by staff. The CPS Energy change is what they requested.

Vote on Main Motion: The City Council voted four (4) for and one (1) opposed (Councilmember McCaw). The motion carried.

ii. Receive update on request for TCEQ exceptions for well project.

Part of the previous item update.

d. Naco-Loop Water Line Project

i. Review and receive recommendation on bid award

Dan Mummert reviewed the bids and recommended awarding the bid in the amount of \$276,068.32 to Wauters Engineering, LLC.

The City Council discussed the different bids, job history of Wauters, and process of the project.

ii. Award of bid on project

Motion: A motion was made by Councilmember Erickson, seconded by Councilmember Arvidson, to award the Naco Loop Waterline contract for the base bid to Wauters Engineering, LLC. in the amount of \$276,068.32. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

iii. Sewer System (FM 2252)

This item was not discussed.

d) City Commission and Committee Reports/Recommendations/Possible Actions

i. Planning and Zoning Commission Recommendation and Possible Action:

a. Receive monthly activity update as applicable.

Dr. Jim Miller, Planning and Zoning Commission Vice Chair, stated he had anticipated updating Council on the Zoning Ordinance, but the City Attorney wanted to wait until it was completed.

ii. Quarry Commission Recommendations and Possible Action:

a. Receive monthly activity update as applicable.

No activity update was provided.

iii. Water Commission recommendations and Possible Action:

a. Receive monthly activity update as applicable.

b. Receive and review a recommendation from Water Commission on a request from Tony Overman for a reduction of water bill from February 2018 (bill totaling \$4,000).

David Heier, Water Commission Chair, stated the Water Commission received a variance request from Tony Overman for a \$4,000 reduction on his February 2018 water bill. He stated the Water Commission recommended denial of the variance request because the Ordinance does not allow variances for water leaks. The vote was three for and one opposed.

Mayor Thompson, Water Commission Ex-Officio, stated the water leak adjustment section of Ordinance 54 was eliminated, which removed Water Commission authority to make a recommendation on leak adjustments. He stated at this time the City needs to do a Water Study to find out the true cost of the water so in the future a leak adjustment recommendation can be made. He reviewed the process for the different water use charges and stated while staff was in the process of providing him with different calculations, it was discovered that the computer system was not calculating the different water use correctly. He stated had the computer system program calculated to infinity Mr. Overman actually did get an adjustment because his bill should have been \$5,676.00.

i. Take action on the recommendation.

Motion: A motion was made by Councilmember Lantz, seconded by Councilmember Bower, to deny the request from Tony Overman for a reduction to his water bill from February 2018.

The City Council discussed the different options for reduction of water bills, Ordinance 54 requirements for adjustments, and different reasons to adjust a bill.

The City Council voted three (3) for and two (2) opposed (Erickson and Arvidson). The motion carried.

iv. Wildlife Management Advisory Commission:

a. Receive monthly activity update as applicable.

David Krawczynski, Chair, Wildlife Management Advisory Commission, stated the Commission had received a concern about snake bites and antivenom locations, so the information was provided to the resident and information was put on the website on their Commission page. He also reported at the last Wildlife Management Advisory Commission a recommendation was made to set a goal to reduce the deer population as part of the Wildlife Management Plan. He stated a vote was taken to reduce the deer population within the next 3 years to 1 deer per five acres, which passed five for and one opposed. He stated the Commission had listened to Texas Parks and Wildlife, Randy Tomisini, the Deer Manager of Hollywood Park, conducted a deer

count, and reviewed the tabulations and comments of the Wildlife Survey. He also stated the Commission considered the possibility of the upcoming fawn herd and that there was no management conducted this year.

Councilmember Erickson, Wildlife Management Advisory Commission Ex-Officio member, stated he felt the motion was premature and a discussion should have taken place, which would have avoided an amendment to the motion. He also felt the plan and budget should be developed before the goal of reduction was considered. He stated he felt the acreage and deer population should have been researched better to get a true ratio number. He reviewed the survey tabulation results and stated the Commission needs to consider all the questions and not just focus on the results of question #7.

David Krawczynski stated the next step for the Commission is to develop the plan with using the approved 1 to 5 ratio as their goal.

The City Council discussed the goal for deer population, Hollywood Parks Management program, and recommendation from Texas Parks and Wildlife.

Mayor Thompson clarified that the motion that was made by the Commission was not a recommendation to City Council at this time, but was a vote as a goal for the process of developing a Wildlife Management Plan. He also stated that a plan should be developed not because people hate the deer, but because a plan is being responsible and humane. Management needs to occur to ensure the health of the herd and safety of residents.

v. Garden Ridge Parks Committee:

a. Receive monthly activity update as applicable.

Shelby Trial, Garden Ridge Parks Committee Chair, stated at every Council Meeting he introduces Parks Committee members. He stated this month is Kathy Trial who is a member keeping with family tradition. The other member is Susan Wright, who is too new to report on at this time. He also reminded the City Council and residents that on April 21st there would be a Paul Davis Park Clean-up and tree planting. He encouraged everyone to come out and help; gathering at 8 a.m. in the park.

vi. Volunteer Garden Ridge!

a. Receive monthly activity update as applicable.

John Andrews, Volunteer Garden Ridge! Coordinator stated he did not get all the volunteer hours in time to provide a written report.

- Video created by Ken Lowry has been completed
- Comal Master Gardeners will begin cleaning the flower beds around the Library. Jan Martin is finalizing the plans for the new flower bed and will soon meet with the City Administrator for approval.
- Dean Lemmer has volunteered with proofreading of Commission Agendas and Minutes. Kathy Trial will continue to do the City Council Agendas and Minutes.
- Peggy Campbell has volunteered to create a database to assist with managing all City contracts, leases and agreements.

- Website has been updated to request volunteers for the Tree Planting and Park Cleanup on April 21st in Paul Davis Park. Several opportunities for volunteering have also been posted on the website and the online application is currently being created.

Mayor Thompson thanked Mr. Andrews for his hard work. He also thanked him for matching volunteers with the areas that best fit them and the City.

e) Ordinances

- i. Consider approval of amendment to Ordinance 18-032018 establishing regulations for the control and care of animals in the City; establishing related service fees; establishing a penalty; providing that this Ordinance shall be cumulative of all Ordinances; providing a severability clause; providing a savings clause; and providing an effective date.**

The City Council reviewed the Ordinance and made the following changes:

- Page 13 Section 20 (a) should read Section 169.27
- Page 13 Section 20 (b) should read Section 826.002
- Page 13 (c) (2) change “has been” to “must be”
- Page 13 (c)(3) sentence should start with “The”
- Page 13 (c)(5) change “was” to “must”
- Page 14 (c)(m) add after Officer “must be notified by the person having possession of the animal.”
- Page 17 Section 30 (a) add a coma after Shows
- Page 17 Section 30 (b) add after give “event specifics” and end the sentence after “Officer”.

Motion: A motion was made by Mayor Pro-Tem McCaw, seconded by Councilmember Bower, to approve the additional corrections to the amendments of Ordinance 18-032018 establishing regulations for the control and care of animals in the City; establishing related service fees; establishing a penalty; providing that this Ordinance shall be cumulative of all Ordinances; providing a severability clause; providing a savings clause; and providing an effective date. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

- ii. Consider approval of amendment to Ordinance 101 amending the schedule of fines for certain offenses on pleas of guilty or nolo contendere prior to trial and repealing Ordinance No. 101-112013 passed and approved November 6, 2013.**

Mayor Thompson stated the amendments to Ordinance 101 were requested by Judge Dulling.

The City Council discussed the changes and the Judge’s ability to lower the fines if he sees a need to.

Motion: A motion was made by Councilmember Lantzy, seconded by Councilmember Arvidson, to approve amendments to Ordinance 101 amending the schedule of fines for certain offenses on pleas of guilty or nolo contendere prior to trial and repealing Ordinance No. 101-

112013 passed and approved November 6, 2013. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

f) Approvals/Authorizations/Reports

i. Oak Wilt

a. Receive an update on new case of Oak Wilt.

Steven Steinmetz, Public Works Director, stated the tree on Schoenthal Road that was suspected to have Oak Wilt was tested. He stated the tree does not have Oak Wilt, it was struck by lightning and that is why the leaves have fallen off. He also stated trenching has been completed at the latest outbreak site and the treatment will begin soon.

b. Announcement of May 1, 2018 Public Education Session.

Nancy Cain, City Administrator, announced a Public Education Session on Oak Wilt will be held on May 1, 2018 at 6 p.m. in City Council Chambers.

ii. Workflow Management Program and Policy

Mayor Thompson stated a committee has been created to seek out the best Workflow Management Program. Currently work orders, routine maintenance and inventory are all being tracked manually, which has created some issues. He stated a member of the Volunteer Garden Ridge! is willing to get involved to make sure the program that is selected benefits the needs of Animal Services, Public Works and the Water Department.

g) Updates

i. City Administrator Projects

a. Building Codes

Nancy Cain, City Administrator, stated staff is working on the Building Codes ordinance update and it is a long process and the City Council should see an amended Ordinance in the next couple of months.

b. Household Hazardous Waste (Saturday, April 21st, 8 a.m.-2 p.m.) and Shred Day (Saturday, May 10th, 10 a.m. – 1 p.m.) (see Addendum correcting date to Saturday, May 12th, 10 a.m. – 1 p.m.)

Nancy Cain, City Administrator, reminded everyone that the Household Hazardous Waste will be held on Saturday, April 21st from 8 a.m. – 2 p.m. She stated Shred Day will be held separately on Saturday, May 12th from 10 a.m. – 1 p.m.

ii. Mayor's Projects

a. Communication Report

Mayor Thompson stated he has received several comments regarding the City Sign on FM 2252 and posting the sign on the City website. He stated communications with the sign are working.

b. Citizen Contact Report

Mayor Thompson stated he and the City Administrator receive calls or visits from residents and he feels the Council should know, but they would prefer to provide a verbal report.

The City Council agreed by consensus to allow the Mayor and City Administrator to give a verbal report at the City Council Meetings.

Mayor Thompson stated the City was notified by a resident that tree trimming was occurring on Schoenthal Road. He stated an officer was sent out and discovered the County was trimming cedar trees on their right of way. He stated the County does not have to comply with the City regulations for trimming trees in their right of way; however, it was discovered that a few Oak trees had been cut and the wounds were still open. He stated the City Administrator contacted the County and explained the situation with Oak Wilt and the County was sending someone out to paint the wounds.

c. Staff Reporting Process

Mayor Thompson reviewed the current process for Staff Reports. Instead of receiving a report for half of one month and half of another month; he proposed that Staff provide the reports for the end of each month which would mean that some reports will be sent out the day of the meeting or a few days before the meeting.

The City Council agreed by consensus to change the Staff Reports to be month to month.

d. Ordinance Revision Process

Mayor Thompson stated he has met with all Commissions and reviewed Ordinance 210 with the members. He stated staff is currently working on the Personnel Policy and once it is finished the Council will receive the policy 30 days before it will be brought to Council for approval.

e. Vulcan Construction Materials, LLC Update

Mayor Thompson stated the City sent out several letters and only received 4 responses.

iii. City Council Projects

a. Postal mail issues occurring within the City (Lantzy)

Councilmember Lantzy stated he is placing an article in the Grapevine requesting residents to contact him if they have had postal issues. He stated then he will meet with the Postal Service to address them.

b. External Lighting and their effects (Erickson)

Councilmember Erickson stated he has been looking at what other cities do about External Lighting and he will be happy to work on this issue. He also stated he noticed after a Commission meeting how dark the front steps of City Hall were.

Mayor Thompson stated Steven Steinmetz has placed some temporary lighting in the front of City Hall, until more permanent lighting can be constructed. He stated this item can be added to the Future Agenda Items.

h) Future Agenda Items

- Drones (Mayor Pro-Tem McCaw)
- City of Garden Ridge car window stickers (Councilmember Erickson)
- Illuminating lighting (Councilmember Erickson)
- City Government and Department Head Retreat (Councilmember Erickson)
- Purchase of Bat Cave Road (Councilmember Bower)
- Expansion of Garden Ridge City limits (Councilmember Arvidson)

7. Citizen's Participation – Limited to twenty (20) minutes

Shelby Trial, 21657 Forest Waters Circle, stated he feels the Change Order for CIP Projects is because of engineering issues.

Dr. Jim Miller, 9910 Marie Meadow, thanked the City Council for getting more people involved. He also asked if some leaves with Oak Wilt can be displayed at City Hall so residents know what to look for.

Martha Stipp, 21007 Cedar Branch, stated she attended the last Wildlife Management Advisory Commission and she feels the motion to reduce the deer herd was unrealistic and would only allow an estimated 540 deer to remain (see attached handout). She also felt that if you are a hunter then you should abstain from all decisions pertaining to deer and all the members making decisions about the deer should be present during the entire process.

Cynthia Segovia, 8435 Twisted Oaks, announced that Drake White will be presenting at the next Wildlife Management Advisory Commission's education session. She will be presenting on Butterfly Gardens.

Ken Kneupper, 8891 Schoenthal Rd., stated the schools are now having an issue with students carrying a jump drive that has been converted to carry marijuana. He has been a farmer and hunter and believes that the City should have a responsible deer management program to make sure that we have a healthy herd.

8. Reports and Comments from Mayor and City Councilmembers

The Mayor and/or City Councilmembers may comment, make general announcements and/or provide progress reports on events, activities and/or committees/board meetings concerning the following:

Alamo Area Metropolitan Planning Organization ("AAMPO")

Boy Scouts and/or Girl Scouts

City Commissions (Planning and Zoning, Quarry, Water, and Wildlife Management Advisory)

Comal ISD/Garden Ridge Elementary

Counties (Bexar, Comal and Guadalupe)

Garden Ridge Lions Club

Garden Ridge Police Academy Alumni Association/Citizen Patrol

Greater Bexar County Council of Cities

Joint Base Land Use Study-Randolph

Northeast Partnership

Councilmember McCaw stated at the ACCOG Meeting in March there was a discussion on the bird strikes around military operations, dark skies, drones and Sound Overlay Districts.

Councilmember Arvidson stated the groundbreaking for the new high school right outside of Garden Ridge will be on May 1st and the opening will be in 2020.

Mayor Thompson reminded everyone to come out to the Car Show and Model Car Show on April 14th.

9. Executive Session

**The City Council will recess its open meeting and reconvene in Executive Session:
Pursuant to Texas Government Code Chapter 551.071 – Consultation with Attorney**

- a) to seek legal advice in connection with deliberating the purchase, lease, exchange, or value of real property and regarding related negotiations for City building projects, and utility projects.**
- b) to seek legal advice in connection with settlement negotiations and other issues related to Hanson Aggregates operations, blasting and possible amendments to Ordinance 34.**

Mayor Thompson announced that Executive Session Item a) will not be discussed, so the City Council will recess into Executive Session at 9:11 p.m., in accordance with Texas Government Code Chapter 551.071 - Consultation with Attorney in connection with settlement negotiations and other issues related to Hanson Aggregates operations, blasting and possible amendments to Ordinance 34

Mayor Thompson adjourned the Executive Session at 10:12 p.m. and the City Council reconvened back into regular session.

10. Reconvene

The City Council will reconvene into Regular Session upon conclusion of the Executive Session and may recall any item posted for Executive Session for action, as necessary.

Mayor Thompson stated no action is necessary.

11. Adjournment

There being no further business, the Wednesday, April 4, 2018, Garden Ridge City Council regular meeting was adjourned at 10:13 p.m. by Mayor Thompson.

Larry Thompson
Mayor

ATTEST

Shelley Goodwin, TRMC
City Secretary

SIGN IN TO SPEAK AT THE APRIL 4, 2018 CITY COUNCIL REGULAR MEETING CITIZEN COMMENT PERIOD

Rules for Citizen's Participation:

The City Council welcomes citizen participation and comments at all of their Meetings. The City Council offers citizens the opportunity to address them by signing up to speak prior to the meeting. As a courtesy to your fellow citizens and out of respect for our elected officials, we request that if you speak, you follow these guidelines:

- a) Respect and courtesy:
 - i. Direct your comments to the entire City Council, not to an individual member, nor to the audience.
 - ii. Show the City Council the same respect that you would like to be shown.
 - iii. Show the City Council courtesy by ending your speaking at the time allotted below.
- b) Speaking:
 - i. First citizen comment period
 - a. You are required to sign up to speak.
 - b. You are limited to one three (3) minute period.
 - ii. Business item period
 - a. You are required to sign up to speak.
 - b. You are limited to one three (3) minute period.
 - iii. Second citizen comment period
 - a. You are not required to sign up.
 - b. You are limited to one two (2) minute period.
 - iv. State your name and address before your comments begin.
 - v. You are only allowed to speak once per topic, unless also speaking during a posted Public Hearing.

*NOTE: The Texas Open Meetings Act permits a member of the public or a member of the governmental body to raise a subject that has not been included in the notice for the meeting. However, any discussion of the subject **must be limited** to a proposal to place the subject on the agenda for a future meeting and any response to a question posed to the City Council is limited to either a statement of specific factual information or a recitation of existing policy. TEX. GOV'T CODE § 551.042*

NAME	ADDRESS	SUBJECT
1. Martha Stipp	21007 Cedar Branch	1.5 deer motion passed by wildlife commission
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

LAST SIGN UP

1:5 Deer Per Acre

2700* acres in Garden Ridge.

1600* current deer herd.

$2700 \div 5 = 540$ deer after reduction.

$1600 - 540 = 1060$ deer will be removed.

That's $\frac{2}{3}$ of all deer.

* numbers are not exact

CITY OF GARDEN RIDGE
MONTHLY ACCOUNT BALANCES & INTEREST RATES
PERIOD ENDED AS OF 03/31/2018

CITY FUNDS	BALANCE	CURRENT INTEREST RATE
GF OPERATING ACCOUNT	\$ 108,695.09	0.0000%
GF MONEY MARKET	242,564.21	0.1500%
TEXPOOL INVESTMENTS	2,326,028.56	1.5156%
ASSET/FORFEITURE - STATE	97.79	0.0800%
ASSET/FORFEITURE - FED	86,029.94	0.1000%
2009 REFI	37,662.75	0.0500%
2009 I&S	45,239.82	0.0500%
2012 REFI	94,872.61	0.1000%
2012 I&S	210,510.70	0.1500%
2015 I&S	8,314.75	0.0500%
2012 CIP PROJECT	29,906.79	0.0500%
2015 CIP PROJECT	55,098.92	0.1000%
STREET IMPACT FEES	6,874.74	0.0500%
TEXPOOL 2015 CIP PROJECT	1,187,593.70	1.5156%
TEXPOOL STREET IMPROV	31,685.34	1.5156%
PEG CAPITAL FEES	103,224.09	0.1500%
TOTAL CITY FUNDS	\$ 4,574,399.80	

WATER FUNDS	BALANCE	CURRENT INTEREST RATE
WATER IMPACT FEES	\$ 6,219.07	0.0500%
TEXPOOL WATER INVEST	770,443.71	1.5156%
TEXPOOL IMPACT FEES	1,650.51	1.5156%
TEXPOOL WATER RIGHTS	4,986.23	1.5156%
WATER SURCHARGE	144,960.80	0.1500%
OPERATING ACCOUNT	249,099.72	0.1500%
TOTAL WATER FUNDS	\$ 1,177,360.04	

TOTAL ALL ACCOUNTS	\$ 5,751,759.84	
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CITY OF GARDEN RIDGE
CASH & INVESTMENTS STATEMENT
PERIOD ENDED AS OF 03/31/2018

GENERAL FUND	BALANCE
GF Operational Checking	\$ 108,695.09
GF Money Market	242,564.21
TexPool Investments	2,326,028.56
TOTAL General Fund Reserves	\$ 2,677,287.86

WATER FUND	BALANCE
Operational Checking	\$ 249,099.72
TexPool Water Invest	770,443.71
TOTAL Water Company Reserves	\$ 1,019,543.43

CITY OF GARDEN RIDGE
STATEMENT OF ACTIVITIES
CURRENT AND YEAR TO DATE AS OF 03/31/2018

GENERAL FUND	Mar-18	YTD	FY 2018 BUDGET	% OF BUDGET	BUDGET BALANCE
REVENUES	\$ 126,936.83	\$ 2,018,457.35	\$ 2,743,927.00	73.6%	\$ 725,469.65
EXPENDITURES					
ADMINISTRATION	64,042.65	288,403.99	808,209.00	35.7%	519,805.01
COURT	7,392.29	39,528.86	78,917.00	50.1%	39,388.14
POLICE	113,173.29	619,152.48	1,239,844.00	49.9%	620,691.52
PUBLIC FACILITIES	43,075.54	205,634.87	469,251.00	43.8%	263,616.13
COMMUNITY CENTER	4,473.99	24,379.84	61,900.00	39.4%	37,520.16
LIBRARY	7,763.86	34,590.96	85,806.00	40.3%	51,215.04
TOTAL EXPENDITURES	239,921.62	1,211,691.00	2,743,927.00	44.2%	1,532,236.00
NET POSITION	\$ (112,984.79)	\$ 806,766.35	\$ -		\$ (806,766.35)

WATER FUND	Mar-18	YTD	FY 2018 BUDGET	% OF BUDGET	BUDGET BALANCE
REVENUES	\$ 88,325.47	\$ 590,810.34	\$ 1,621,200.00	36.4%	\$ 1,030,389.66
FUNDING FROM RESERVES			42,811.00		42,811.00
			\$ 1,664,011.00		\$ 1,073,200.66
EXPENDITURES	82,993.35	560,643.96	1,664,011.00	33.7%	1,103,367.04
NET POSITION	\$ 5,332.12	\$ 30,166.38	\$ -		\$ (30,166.38)

CITY OF GARDEN RIDGE
STATEMENT OF ACTIVITIES - COMMUNITY CENTER
PERIOD ENDED AS OF 03/31/2018

REVENUES	YTD
RENTALS	\$ 17,900.00
DEPOSITS	13,200.00
DEPOSITS REFUNDED	(7,100.00)
DONATIONS	-
TOTAL REVENUES	24,000.00

EXPENDITURES	
MANAGER FEES	8,130.30
TELEPHONE	282.00
UTILITIES	4,800.67
MAINTENANCE	1,568.95
SUPPLIES	361.42
CLEANING	2,020.00
EQUIPMENT	.
MARKETING	-
DONATION EXPENDITURES	-
FACILITY ENHANCEMENTS	116.50
TOTAL EXPENDITURES	17,279.84

NET POSITION	<u><u>\$ 6,720.16</u></u>
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Management's Discussion and Analysis of Results of Operations – March 2018

General Fund – Cash

The General Fund cash balance as of 3/31/18 is \$2,780.5k of which \$2,677.3k is unrestricted.

General Fund - Revenue

Ad Valorem tax collections for the month of March was \$46.4k bringing the YTD collections to \$1,382.5k or 95.5% of the \$1,447k budget. Collections for delinquent Ad Valorem tax is currently 56.1% of the \$6k budgeted or \$3.4k.

YTD sales tax collections total \$95.8k or 41.6% of the budgeted \$230k. Comparatively FY17 YTD collections were \$105k.

Building permits YTD are currently at 56.1% or \$72.9k of the \$130k budgeted for FY18. That's a decrease of - 0.7% over the same period last year.

Annual Gas franchise revenue received was \$13.9k vs the previous year of \$13.6k.

The City's YTD trash collections of \$30.1k are on track to exceed the FY18 budget of \$68.2k by approx. \$4k.

General Fund – Expenditures

Administration Department – Overall the Administration Department is on track with the FY18 budget with no significant items to discuss.

Court – Court is currently on track with the FY18 budget with no significant items to discuss.

Police Department – PD received an education/training grant from LEOS for \$1.4k. There are no other significant items to discuss for March 2018.

Public Works – The Public Works department is currently on track with the FY18 budget with no significant items to discuss.

Community Center – The Community Center is currently on track with the FY18 budget with no significant items to discuss.

Library – The Library is currently on track with the FY18 budget with no significant items to discuss.

Water Fund – Meters

Current meters for March 2018 total 1607 vs 1571 for March 2017.

Water Fund – Cash

The unrestricted cash balance as of 3/31/18 is \$1,019.5k.

Water Fund – Revenue

Overall YTD revenue is \$590.8k vs the previous year at \$499.6k, that's an 18.3% increase YOY. Total revenue is at 36.4% of the FY18 budget.

Water sales YTD are \$526.8k or 38.7% of the \$1,361k FY18 budget, compared to \$432.3k or 33.2% of the FY17 budget.

Meter sales YTD are \$17.2k or 68.9% of the FY18 budget of \$25k. FY17 \$21.2k for the same period.

Water penalties for FY18 are down -13.5% compared to FY17 or \$5.1k vs \$5.9k respectively.

Water Fund – Expenditures

Equipment Maintenance exceeds the FY18 budget by \$2.5k. Repair of a backhoe at a cost \$5.8k was split between Water and Public Works. This unexpected expense will need to be addressed during the budget amendment process.

Equipment Rental exceeds the FY18 budget by \$200 due to the unexpected cost of \$1.4k for rental of a backup backhoe while the City's was being repaired. The rental expense was split between Water and Public Works.

Operational Materials exceeds the FY18 budget by \$2.2k. YTD new meter purchases and part replacements for commercial and residential properties from Aqua-Metric Sales total \$21.8k. This line item will need to be addressed during the budget amendment process.

Interest & Sinking Fund – Revenue

Ad Valorem tax collected for debt service YTD is at 94.3% of the FY18 budget or \$734.4k.

Interest & Sinking Fund – Expenditures

No expenditures for March. Bond payments are made twice a year, February and August. The August payment will be interest only of \$114.7k.

Capital Improvements Fund – Cash Balance

The 3/31/18 cash balance for the 2015 CIP Fund is \$1,272.6k.

Capital Improvements Fund – Revenue

Interest earned on the CIP funds YTD is \$11k

Capital Improvements Fund – Expenditures

YTD the following CIP expenditures have been made:

WINCO Project	\$18.3k
Trinity Well	\$556.0k
CIP Streets	\$70.6k
CIP Drainage	\$ 2.6k
CIP Water Line Replacement	\$ 2.6k

Asset Seizure Fund – Cash Balance

The 3/31/18 cash balance for the federal asset seizure account is \$86k.

Asset Seizure Fund – Revenue

Revenue YTD for the federal seizure is \$8.3k

Asset Seizure Fund – Expenditures

No purchases for March 2018.

Summary

The City of Garden Ridge is financially sound and operating within the Budget set forth by the City Council.

REQUEST FOR AUTHORITY TO DESTROY AND CERTIFICATION OF DESTRUCTION

DATE:

4-23-18

REQUESTED BY: Water Department

DEPARTMENT NAME

SIGNATURE OF DEPARTMENT HEAD

HEREBY REQUEST DESTRUCTION OF THE RECORDS CORRECTLY LISTED BELOW. THE RECORDS WERE REVIEWED FOR HISTORICAL SIGNIFICANCE AND ANY FOUND HAVE BEEN TURNED OVER THE TO THERCORDS MANAGEMENT OFFICE.

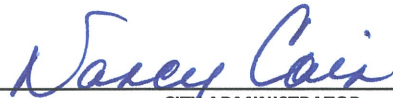
☒ THE RECORDS HAVE EXCEEDED THE REQUIRED RETENTION PERIOD STIPULATED BY THE DEPARTMENT'S RECORDS RETENTION SCHEDULE AND DO NOT NEED ADDITIONAL RETENTION.

☒ THE RECORDS HAVE BEEN PRESERVED IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 204, AND THE RULES ADOPTED UNDER IT.

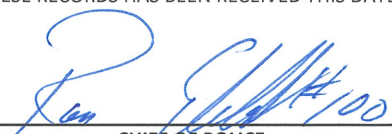
TRACKING #	RECORD SERIES #	RETENTION PERIOD	DESCRIPTION	DESTRUCTION DATE
MISC #1	UT5000-19	2 years	2014 Water Dept. Work Orders	2016
MISC #1	UT5000-11	3 years	2006 Monthly Water Loss Report	2009
MISC #1	UT5000-11	3 years	2007 Monthly Water Loss Report	2010
MISC #1	UT5000-11	3 years	2008 Monthly Water Loss Report	2011
MISC #1	UT5000-11	3 years	2010 Monthly Water Loss Report	2013
MISC #1	UT5000-11	3 years	2011 Monthly Water Loss Report	2014
MISC #1	UT5000-11	3 years	2012 Monthly Water Loss Report	2015
MISC #1	UT5025-07b	3 years	2005, 2006, 2007 & 2008 Monthly Usage Report	2008-2011
MISC #1	UT5025-07b	3 years	2010, 2011 & 2012 Monthly Usage Report	2013-2015
MISC #1	UT5025-01	5 years	2003, 2004, 2005, 2006, 2007, 2008, 2010 & 2011 Monthly Disinfection reports	2008-2016
MISC #1	UT5025-01	5 years	2003, 2004, 2005 & 2006 Monthly Bacteriological Reports	2008-2011
MISC #1	UT5025-01	5 years	2010 & 2011 Monthly Bacteriological Reports	2015-2016
MISC #1	UT5025-08A	3 years	2012 Reports to Regulatory Authorities	2015
MISC #1	UT5025-08A	3 years	2011 Reports to Regulatory Authorities	2014
MISC #1	UT5025-08A	3 years	2010 Reports to Regulatory Authorities	2013
MISC #1	UT5025-08A	3 years	2009 Reports to Regulatory Authorities	2012
MISC #1	UT5025-08A	3 years	2008 Reports to Regulatory Authorities	2011
MISC #1	UT5025-08A	3 years	2007 Reports to Regulatory Authorities	2010
MISC #1	UT5025-08A	3 years	2006 Reports to Regulatory Authorities	2009
MISC #1	UT5025-08A	3 years	2005 Reports to Regulatory Authorities	2008
MISC #1	UT5025-08A	3 years	2004 Reports to Regulatory Authorities	2007
MISC #1	UT5025-08A	3 years	2003 Reports to Regulatory Authorities	2006

MISC #1	UT5025-03 / UT5025-07b	3 years	2006, 2007 & 2008 well reports	2009-2011
MISC #1	UT5025-03 / UT5025-07b	3 years	2000 Timber Rose well reports	2003
MISC #1	UT5025-03 / UT5025-07b	3 years	2009 Well Reports, Water Loss, Disinfection Reports	2012
MISC #1	UT5025-07b	3 years	2003, 2004, 2005 & 2006 Daily Plant Readings	2006-2009
MISC #1	UT5025-03 / UT5025-07b	3 years	2012, 2011 & 2010 Groundwater Monitoring Records	2013-2015
MISC #1	UT5025-01	5 years	2004 - 2011 DLQOR's (Disinfectant Level Quarterly Operating Reports)	2009-2016
MISC #1	UT5000-08a	Administratively Valuable	2011 Fire Hydrant Maintenance List	
MISC #1	UT5000-08a	Administratively Valuable	1997-2011 Monthly Blow Off List	
MISC #1	GR1000-36	2 Years	2014 Oak Tree Trimming Permit	2016
MISC #1	GR1000-36	2 Years	2013 Business Permits	2015
MISC #1	GR1000-36	2 Years	2014 Business Permits	2016
MISC #1	PW5525-04a	2 Years	2014 Park Rental & Deposit Returns	2016
MISC #1	PW5525-04a	2 Years	2013 Park Rental & Deposit Returns	2015
MISC #1	GR1000-36	Expiration, cancellation, revocation or denials + 2 years	2012-2014 Solicitation Permits	2014-2016

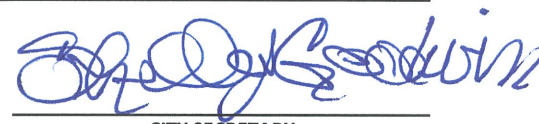
APPROVAL OF THE RECORDS MANAGEMENT COMMITTEE, FOR THE DESTRUCTION OF THESE RECORDS HAS BEEN RECEIVED THIS DATE
AND EVIDENCED BY THEIR SIGNATURES BELOW:



CITY ADMINISTRATOR



CHIEF OF POLICE

4-23-18


CITY SECRETARY

DATE APPROVED BY CITY COUNCIL: _____

MAYOR

REQUEST FOR AUTHORITY TO DESTROY AND CERTIFICATION OF DESTRUCTION

DATE:

4-23-18

REQUESTED BY:

Administration

DEPARTMENT NAME



SIGNATURE OF DEPARTMENT HEAD

HEREBY REQUEST DESTRUCTION OF THE RECORDS CORRECTLY LISTED BELOW. THE RECORDS WERE REVIEWED FOR HISTORICAL SIGNIFICANCE AND ANY FOUND HAVE BEEN TURNED OVER THE TO THERECORDS MANAGEMENT OFFICE.

☒ THE RECORDS HAVE EXCEEDED THE REQUIRED RETENTION PERIOD STIPULATED BY THE DEPARTMENT'S RECORDS RETENTION SCHEDULE AND DO NOT NEED ADDITIONAL RETENTION.

☒ THE RECORDS HAVE BEEN PRESERVED IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 204, AND THE RULES ADOPTED UNDER IT.

THESE ARE ELECTRONIC RECORDS ON THE INCODE SYSTEM

TRACKING #	RECORD SERIES #	RETENTION PERIOD	DESCRIPTION	DESTRUCTION DATE
	UT 5000-11 (Meter reads)	3 years	APRIL 05, APRIL 2006, APRIL 2007, APRIL 08, APRIL 09, APRIL 10, APRIL 11, APRIL 12, APRIL 13	2008-2016
	UT5000-04b (Billing records)	FE + 3 years	Same	2009-2017
	GR1025-27a (Cash register)	FE + 3 years	Same	2009-2017
	UT 5000-11 (Meter reads)	3 years	AUGUST 2004, AUGUST 2005, AUG 2006, AUG 07, AUG 08, AUG 09, AUG 10, AUG 11, AUG 12, AUG 13	2007-2016
	UT5000-04b (Billing records)	FE + 3 years	Same	2008-2017
	GR1025-27a (Cash register)	FE + 3 years	Same	2008-2017
	UT 5000-11 (Meter reads)	3 years	DEC 2004, DEC 2005, DEC 06, DEC 07, DEC 08, DEC 09, DEC 10, DEC 11, DEC 12, DEC 13	2007-2016
	UT5000-04b (Billing records)	FE + 3 years	Same	2008-2017
	GR1025-27a (Cash register)	FE + 3 years	Same	2008-2017
	UT 5000-11 (Meter reads)	3 years	FEB 2005, FEB 2006, FEB 07, FEB 08, FEB 09, FEB 10 FEB 11, FEB 12, FEB 13	2008-2016
	UT5000-04b (Billing records)	FE + 3 years	Same	2009-2017
	GR1025-27a (Cash register)	FE + 3 years	Same	2009-2017
	UT 5000-11 (Meter reads)	3 years	JAN 2005, JAN 2006, JAN 07, JAN 08, JAN 09, JAN 10, JAN 11, JAN 12, JAN 13	2008-2016
	UT5000-04b (Billing records)	FE + 3 years	Same	2009-2017
	GR1025-27a (Cash register)	FE + 3 years	Same	2009-2017
	UT 5000-11 (Meter reads)	3 years	JULY 2004, JULY 2005, JULY 2006, JULY 07, JULY 08, JULY 09, JULY 10, JULY 11, JULY 12, JULY 13	2007-2016
	UT5000-04b (Billing records)	FE + 3 years	Same	2008-2017

GR1025-27a (Cash register)	FE + 3 years	Same	2008-2017
UT 5000-11 (Meter reads)	3 years	JUNE 2004, JUNE 2005, JUNE 2006, JUNE 07, JUNE 08, JUNE 09, JUNE 10, JUNE 11, JUNE 12, JUNE 13	2007-2016
UT5000-04b (Billing records)	FE + 3 years	Same	2008-2017
GR1025-27a (Cash register)	FE + 3 years	Same	2008-2017
UT 5000-11 (Meter reads)	3 years	MARCH 2006, MARCH 07, MAR 08, MAR 09, MAR 10, MAR 11, MAR 12, MAR 13	2009-2016
UT5000-04b (Billing records)	FE + 3 years	Same	2010-2017
GR1025-27a (Cash register)	FE + 3 years	Same	2010-2017
UT 5000-11 (Meter reads)	3 years	MAY 2004, MAY 2005, MAY 2006, MAY 07, MAY 08, MAY 09, MAY 10, MAY 11, MAY 12, MAY 13	2007-2016
UT5000-04b (Billing records)	FE + 3 years	Same	2008-2017
GR1025-27a (Cash register)	FE + 3 years	Same	2008-2017
UT 5000-11 (Meter reads)	3 years	NOV 2004, NOV 2005, NOV 06, NOV 07, NOV 08, NOV 09, NOV 10, NOV 11, NOV 12, NOV 13	2007-2016
UT5000-04b (Billing records)	FE + 3 years	Same	2008-2017
GR1025-27a (Cash register)	FE + 3 years	Same	2008-2017
UT 5000-11 (Meter reads)	3 years	OCT 2004, OCT 2005, OCT 06, OCT 07, OCT 08, OCT 09, OCT 10, OCT 11, OCT 12, OCT 13	2007-2016
UT5000-04b (Billing records)	FE + 3 years	Same	2008-2017
GR1025-27a (Cash register)	FE + 3 years	Same	2008-2017
UT 5000-11 (Meter reads)	3 years	SEPT 2004, SEPT 2005, SEPT 06, SEPT 07, SEPT 08, SEPT 09, SEPT 10, SEPT 11, SEPT 12, SEPT 13	2007-2016
UT5000-04b (Billing records)	FE + 3 years	Same	2008-2017
GR1025-27a (Cash register)	FE + 3 years	Same	2008-2017
UT 5000-11 (Meter reads)	3 years	2007 EOY REPORTS ARCHIVE	2010
UT5000-04b (Billing records)	FE + 3 years	Same	2011
GR1025-27a (Cash register)	FE + 3 years	Same	2011
UT 5000-11 (Meter reads)	3 years	Folder Labeled "CIS CONVERSION REPORTS" (DATED 2004)	2007
UT5000-04b (Billing records)	FE + 3 years	Same	2008
GR1025-27a (Cash register)	FE + 3 years	Same	2008
UT 5000-11 (Meter reads)	3 years	Folder Labeled "SCOTT" (dated 2004)	2007
UT5000-04b (Billing records)	FE + 3 years		2008
GR1025-27a (Cash register)	FE + 3 years		2008

UT 5000-11 (Meter reads)	3 years	Folder Labeled "Transfer Records" (dated 1/10/05)	2008
UT5000-04b (Billing records)	FE + 3 years	Same	2009
GR1025-27a (Cash register)	FE + 3 years	Same	2009

UT 5000-11 (Meter reads)	3 years	Folder Labeled "TRASH REPORT" (dated 1/10/08)	2011
UT5000-04b (Billing records)	FE + 3 years	Same	2012
GR1025-27a (Cash register)	FE + 3 years	Same	2012



 CITY ADMINISTRATOR



 CHIEF OF POLICE



 CITY SECRETARY

DATE APPROVED BY CITY COUNCIL: _____

 MAYOR

REQUEST FOR AUTHORITY TO DESTROY AND CERTIFICATION OF DESTRUCTION

DATE:

4-23-18

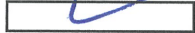
REQUESTED BY:

Administration / Water Dept.

DEPARTMENT NAME

[Signature]
SIGNATURE OF DEPARTMENT HEAD

HEREBY REQUEST DESTRUCTION OF THE RECORDS CORRECTLY LISTED BELOW. THE RECORDS WERE REVIEWED FOR HISTORICAL SIGNIFICANCE AND ANY FOUND HAVE BEEN TURNED OVER THE TO THERECORDS MANAGEMENT OFFICE.



THE RECORDS HAVE EXCEEDED THE REQUIRED RETENTION PERIOD STIPULATED BY THE DEPARTMENT'S RECORDS RETENTION SCHEDULE AND DO NOT NEED ADDITIONAL RETENTION.



THE RECORDS HAVE BEEN PRESERVED IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 204, AND THE RULES ADOPTED UNDER IT.

TRACKING #	RECORD SERIES #	RETENTION PERIOD	DESCRIPTION	DESTRUCTION DATE
Water 1	GR1025-27a	FE+3 years	Jan-Dec 2014 Utility Payment Stubs	Jan-17
Water 2	UT5000-19	2 years	2015 Work Orders (duplicates)	2017
Water 2	UT5000-19	2 years	2013-2014 Work Orders (duplicates)	2015-2016
Water 2	UT5025-04	3 years	2013-2014 Back Flow Testing	2016-2017
Water 3	GR1025-27a	FE+3 years	Jan-Dec 2015 Utility Payment Stubs	Jan-18

[Signature]
CITY ADMINISTRATOR

[Signature]
CHIEF OF POLICE

[Signature]
CITY SECRETARY

DATE APPROVED BY CITY COUNCIL: _____

MAYOR

REQUEST FOR AUTHORITY TO DESTROY AND CERTIFICATION OF DESTRUCTION

DATE:

4-23-18

REQUESTED BY:

Administration / Finance

DEPARTMENT NAME

Kam Ford

SIGNATURE OF DEPARTMENT HEAD

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TRACKING #	RECORD SERIES #	RETENTION PERIOD	DESCRIPTION	DESTRUCTION DATE
2012-F1	GR1025-28	FE + 5	F/S and Bank Records (Box 1 of 2)	10/1/2017
2012-F2	GR1025-28	FE + 5	F/S and Bank Records (Box 2 of 2)	10/1/2017
2015-F1	GR1025-26a	FE + 3	AP - Vendor Files (Box 1 of 2); AP Check Stubs A-P	17-Oct
2015-F2	GR1025-26a	FE + 3	AP - Vendor Files (Box 2 of 2); AP Check Stubs Q-End	17-Oct
2012-F3	GR1025-30a	FE + 5	FY 2011-2012 AP Journal Entries (10/11-2/12)	10/1/2017
2012-F4	GR1025-30a	FE + 5	FY 2011-2012 AP Journal Entries (3/12-9/12)	10/1/117
2015-F3	GR1025-27a	FE + 3	FY 2013-14 - AP Registers	10/1/2017
2014-F1	GR1050-52a & 56	4 Years	FY 2012-13 PR/Timesheets (not master)	17-Oct

Nancy Conn
CITY ADMINISTRATOR

Ken Ellis #100
CHIEF OF POLICE

Spencer Goodwin
CITY SECRETARY

DATE APPROVED BY CITY COUNCIL: _____

MAYOR

REQUEST FOR AUTHORITY TO DESTROY AND CERTIFICATION OF DESTRUCTION

DATE:

4-23-18

REQUESTED BY:

Administration / Finance

DEPARTMENT NAME

Kam Ford

SIGNATURE OF DEPARTMENT HEAD

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TRACKING #	RECORD SERIES #	RETENTION PERIOD	DESCRIPTION	DESTRUCTION DATE
		2 years	Library Position Application 2010; 2007	
		2 years	Insurance proposal review 2010-2014	
		2 Years	PD Clerk position, 9/2015	
(GR1025-01e)		3 Years	2014 Audit work papers	

Nancy Cain

CITY ADMINISTRATOR

Ken Ellis #100

CHIEF OF POLICE

Spady Goodwin

CITY SECRETARY

DATE APPROVED BY CITY COUNCIL: _____

MAYOR

REQUEST FOR AUTHORITY TO DESTROY AND CERTIFICATION OF DESTRUCTION

DATE:

4-23-18

REQUESTED BY: City Secretary

DEPARTMENT NAME

Nancy Cain
SIGNATURE OF DEPARTMENT HEAD

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BOX #	RECORD SERIES #	RETENTION PERIOD	DESCRIPTION (DUPLICATES)	DESTRUCTION DATE
<u>1B</u>	GR1000-03B	90 Days	July 2017 Notes taken during Meeting (CityCounsel)	10/20/17
<u>1B</u>	GR1000-03B	90 Days	Jan 2018 Notes taken during Meeting (CityCounsel)	04/20/18
<u>1B</u>	GR1000-03B	90 Days	Jan, Feb, March, April 2017 Notes taken during Meeting (CityCounsel)	4/17 - 7/17
<u>1B</u>	GR1000-03B	90 Days	Aug, Oct, Nov, Dec 2016 Notes taken during Meeting (CityCounsel)	11/16 - 3/17
<u>1B</u>	GR1000-03B	90 Days	April, May 2017 Notes taken during Meeting (P&Z)	7/17 - 8/17
<u>1B</u>	GR1000-03B	90 Days	Jan, Feb, March 2017 Notes taken during Meeting (P&Z)	4/17 - 6/17
<u>1B</u>	GR1000-03B	90 Days	Sept, Oct, Nov, Dec 2016 Notes taken during Meeting (P&Z)	12/16 - 3/17
<u>1B</u>	GR1000-03B	90 Days	Jan 2018 Notes taken during Meeting (P&Z)	4/18
<u>1B</u>	GR1000-03B	90 Days	Jan 2018 Notes taken during Meeting (WildLife)	4/18
<u>1B</u>	GR1000-03B	90 Days	Sept, Oct 2016 Notes taken during Meeting (Water)	12/16 - 1/17
<u>1B</u>	GR1000-03B	90 Days	Jan, Feb 2017 Notes taken during Meeting (Water)	4/17 - 5/17
<u>1B</u>	GR1000-03B	90 Days	Jan, Feb, March, April 2017 Notes taken during Meeting (ImpactFee)	4/17 - 7/17
<u>1B</u>	GR1000-03B	90 Days	Dec 2016 Notes taken during Meeting (ImpactFee)	3/17

* Paper copies as well

APPROVAL OF THE RECORDS MANAGEMENT COMMITTEE, FOR THE DESTRUCTION OF THESE RECORDS HAS BEEN RECEIVED THIS DATE

AND EVIDENCED BY THEIR SIGNATURES BELOW:

Nancy Cain
CITY ADMINISTRATOR

Ron Elwood #100
CHIEF OF POLICE

4-23-18
Shelly Goodwin
CITY SECRETARY

DATE APPROVED BY

CITY COUNCIL: _____

MAYOR: _____

REQUEST FOR AUTHORITY TO DESTROY AND CERTIFICATION OF DESTRUCTION

DATE: 1/11/2018 REQUESTED BY: City Secretary

DEPARTMENT NAME

Nancy Cain
SIGNATURE OF DEPARTMENT HEAD

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Box #	RECORD SERIES #	RETENTION PERIOD	DESCRIPTION (DUPLICATES)	DESTRUCTION DATE
1A	GR1000-03B	90 DAYS	Nov 2016 Notes taken during Meeting (CityCounsel)	2/17
1A	GR1000-03B	90 DAYS	Sept, Oct, Nov, Dec 2017 Notes taken during Meeting (CityCounsel)	12/17 - 3/18
1A	GR1000-03B	90 DAYS	June, July, Aug 2017 Notes taken during Meeting (CityCounsel)	9/17 - 11/17
1A	GR1000-03B	90 DAYS	May, April 2017 Notes taken during Meeting (CityCounsel)	8/17 - 7/17
1A	GR1000-03B	90 DAYS	Sept, Oct, Nov 2017 Notes taken during Meeting (P&Z)	12/17 - 2/18
1A	GR1000-03B	90 DAYS	July, Aug 2017 Notes taken during Meeting (P&Z)	10/17 - 11/17
1A	GR1000-03B	90 DAYS	April, May 2017 Notes taken during Meeting (P&Z)	7/17 - 8/17
1A	GR1000-03B	90 DAYS	Jan, Feb 2017 Notes taken during Meeting (P&Z)	4/17 - 5/17
1A	GR1000-03B	90 DAYS	April 2016 Notes taken during Meeting (P&Z)	7/16
1A	GR1000-03B	90 DAYS	Nov, Dec 2017 Notes taken during Meeting (Wildlife)	2/18 - 3/18
1A	GR1000-03B	90 DAYS	July, Aug, Sept, Oct 2017 Notes taken during Meeting (Wildlife)	10/17 - 11/18
1A	GR1000-03B	90 DAYS	June 2017 Notes taken during Meeting (Wildlife)	9/17
1A	GR1000-03B	90 DAYS	April 2017 Notes taken during Meeting (Water)	7/17
1A	GR1000-03B	90 DAYS	July 2017 Notes taken during Meeting (Water)	8/17
1A	GR1000-03B	90 DAYS	Feb 2017 Notes taken during Meeting (Water)	5/17

* Paper copies as well

APPROVAL OF THE RECORDS MANAGEMENT COMMITTEE, FOR THE DESTRUCTION OF THESE RECORDS HAS BEEN RECEIVED THIS DATE AND EVIDENCED BY THEIR SIGNATURES BELOW:

Nancy Cain
CITY ADMINISTRATOR

Pat Elam #100
CHIEF OF POLICE

4-23-18
[Signature]
CITY SECRETARY

DATE APPROVED CITY COUNCIL: _____

MAYOR

REQUEST FOR AUTHORITY TO DESTROY AND CERTIFICATION OF DESTRUCTION

DATE:

4-23-19

REQUESTED BY:

Administration/Municipal Court Files

DEPARTMENT NAME

SIGNATURE OF DEPARTMENT HEAD

[Signature]
[Signature]

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TRACKING #	RECORD SERIES #	RETENTION PERIOD	DESCRIPTION	DESTRUCTION DATE
2013-1	LC2350-06b	5 years	Municipal Court Dockets and Docket Sheets - Fiscal Year 2012	10/1/2017
2013-2	LC2350-06b	5 years	Municipal Court Financial Reports - Fiscal Year 2012	10/1/2017
2013-3	LC2350-06b	5 years	Municipal Court Closed Cases - Fiscal Year 2012 (A-D)	10/1/2017
2013-4	LC2350-06b	5 years	Municipal Court Closed Cases - Fiscal Year 2012 (D-H)	10/1/2017
2013-5	LC2350-06b	5 years	Municipal Court Closed Cases - Fiscal Year 2012 (I-M)	10/1/2017
2013-6	LC2350-06b	5 years	Municipal Court Closed Cases - Fiscal Year 2012 (N-S)	10/1/2017
2013-7	LC2350-06b	5 years	Municipal Court Closed Cases - Fiscal Year 2012 (S-Z)	10/1/2017

Nancy Cain
CITY ADMINISTRATOR

Ron Ellis #100
CHIEF OF POLICE

[Signature]
CITY SECRETARY

DATE APPROVED BY CITY COUNCIL: _____

MAYOR

REQUEST FOR AUTHORITY TO DESTROY AND CERTIFICATION OF DESTRUCTION

DATE: _____

REQUESTED BY: Administration
DEPARTMENT NAME


SIGNATURE OF DEPARTMENT HEAD

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BOX #	RECORD SERIES #	RETENTION PERIOD	DESCRIPTION	DESTRUCTION DATE
MISC #1	GR1000-03b (Minutes: Notes taken during meetings from which written minutes are prepared)	Handwritten Notes - 90 days after approval of minutes	11/18/13 Regular Quarry Commission Meeting	3/1/2014
			10/15/13 Regular Quarry Commission Meeting	2/1/2014
			9/9/13 Regular Quarry Commission Meeting	1/1/2014
			8/12/13 Regular Quarry Commission Meeting	11/1/2013
			4/8/13 Regular Quarry Commission Meeting	8/1/2013
			10/1/12 Regular Quarry Commission Meeting	2/1/2013
			9/10/2012 Regular Quarry Commission Meeting	1/1/2013
			8/13/12 Regular Quarry Commission Meeting	12/1/2012
			7/9/12 Regular Quarry Commission Meeting	11/1/2012
			6/20/12 Special Joint City Council / Quarry Commission Meeting	10/1/2012
			5/14/12 Regular Quarry Commission Meeting	9/1/2012
			4/9/12 Regular Quarry Commission Meeting	8/1/2012
			3/12/12 Regular Quarry Commission Meeting	7/1/2012
			2/13/12 Regular Quarry Commission Meeting	6/1/2012
			1/9/12 Regular Quarry Commission Meeting	5/1/2012
			12/12/11 Regular Quarry Commission Meeting	4/1/2012
			11/14/11 Regular Quarry Commission Meeting	3/1/2012
			10/17/11 Regular Quarry Commission Meeting	2/1/2012
			9/12/11 Regular Quarry Commission Meeting	1/1/2012
			8/8/11 Regular Quarry Commission Meeting	12/1/2011
			7/18/11 Regular Quarry Commission Meeting	11/1/2011
			6/13/11 Regular Quarry Commission Meeting	10/1/2011
			5/9/11 Regular Quarry Commission Meeting	9/1/2011
			4/11/11 Regular Quarry Commission Meeting	8/1/2011

MISC #1	GR1000-03b (Minutes: Notes taken during meetings from which written minutes are prepared)	Handwritten Notes - 90 days after approval of minutes		
			9/25/12 Regular Water Commission Meeting	1/1/2013
			7/30/12 Regular Water Commission Meeting	11/1/2012
			6/26/12 Regular Water Commission Meeting	10/1/2012
			5/22/12 Regular Water Commission Meeting	9/1/2012
			2/28/12 Regular Water Commission Meeting	6/1/2012
			1/24/12 Regular Water Commission Meeting	5/1/2012
			11/22/11 Regular Water Commission Meeting	4/1/2012
			10/25/11 Regular Water Commission Meeting	3/1/2012
			9/27/11 Regular Water Commission Meeting	2/1/2012
			8/23/11 Regular Water Commission Meeting	1/1/2012
			6/28/11 Regular Water Commission Meeting	10/1/2011
			5/24/11 Regular Water Commission Meeting	9/1/2011
			2/22/11 Regular Water Commission Meeting	6/1/2011
			1/25/11 Regular Water Commission Meeting	5/1/2011
			12/17/13 Regular Water Commission Meeting	4/1/2014
			1/28/14 Regular Water Commission Meeting	5/1/2014
			9/24/13 Regular Water Commission Meeting	2/2/2014
			10/22/13 Regular Water Commission Meeting	3/1/2014
			11/22/13 Regular Water Commission Meeting	4/1/2014
			1/28/14 Regular Water Commission Meeting	5/1/2014
			11/20/13 Regular Water Commission Meeting	4/1/2014
			9/24/13 Regular Water Commission Meeting	1/1/2014
			6/25/13 Regular Water Commission Meeting	10/1/2013
			5/28/13 Regular Water Commission Meeting	9/1/2013
MISC #1	GR1000-26c (Routine correspondence, memos, request for publication, etc.)	Admin. Valuable	2011 Website Updates/Misc. handwritten notes	

APPROVAL OF THE RECORDS MANAGEMENT COMMITTEE, FOR THE DESTRUCTION OF THESE RECORDS HAS BEEN RECEIVED THIS DATE
AND EVIDENCED BY THEIR SIGNATURES BELOW:

4-23-18


CITY ADMINISTRATOR


CHIEF OF POLICE


CITY SECRETARY

DATE APPROVED BY CITY COUNCIL: _____

MAYOR

REQUEST FOR AUTHORITY TO DESTROY AND CERTIFICATION OF DESTRUCTION

DATE: 8-Jan-18

REQUESTED BY: Administration (duplicate records)

DEPARTMENT NAME


SIGNATURE OF DEPARTMENT HEAD

HEREBY REQUEST DESTRUCTION OF THE RECORDS CORRECTLY LISTED BELOW. THE RECORDS WERE REVIEWED FOR HISTORICAL SIGNIFICANCE AND ANY FOUND HAVE BEEN TURNED OVER THE TO THERECORDS MANAGEMENT OFFICE.

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TRACKING #	RECORD SERIES #	RETENTION PERIOD	DESCRIPTION	DESTRUCTION DATE
Box 1C			Building Permits 2011-2013	DUPLICATE - No need to keep
Box 1C			Counsel Water Commission 2006	DUPLICATE - No need to keep
Box 1C			Max Flow Comsuption list 2014, 2016	DUPLICATE - No need to keep
Box 1C			Monthly Transaction Report 2015	DUPLICATE - No need to keep
Box 1C			Water Draft Reports & Water Withdrawls & Funds 2015, 2016	DUPLICATE - No need to keep
Box 1C			Computer Disk: Radio Reads, Labels, Renewal List, Backup Cass	DUPLICATE - No need to keep
Box 1C			GRPD Offense Reports 2007	DUPLICATE - No need to keep
Box 1C			Ordinamce 2015	DUPLICATE - No need to keep
Box 1C			Permits 2014	DUPLICATE - No need to keep
Box 1C			General Fund 2016	DUPLICATE - No need to keep
Box 1C			Water Dept. Draft Permits 2015	DUPLICATE - No need to keep
Box 1C			Environmental Quality report 2010, 2011	DUPLICATE - No need to keep
Box 1C			Monthly Disinfection Report 2004	DUPLICATE - No need to keep
Box 1C			Customer Inspection Certification 2004	DUPLICATE - No need to keep

Box 1C

Lead/Copper Lab Analysis Report 2003

DUPLICATE - No need to keep

Box 1C

Master Route 2016

DUPLICATE - No need to keep

Box 1C

Meter Reading Register 2015, 2016

DUPLICATE - No need to keep

Box 1C

Incoming Invoices 2015, 2016

DUPLICATE - No need to keep

Box 1C

Water Dept. FY 2014, 2015 Acct & Budget

DUPLICATE - No need to keep

APPROVAL OF THE RECORDS MANAGEMENT COMMITTEE, FOR THE DESTRUCTION OF THESE RECORDS HAS BEEN RECEIVED THIS DATE
AND EVIDENCED BY THEIR SIGNATURES BELOW

4-24-18


CITY ADMINISTRATOR


CHIEF OF POLICE


CITY SECRETARY

DATE APPROVED BY CITY COUNCIL: _____.

MAYOR



City of Garden Ridge

"A way of life, not just a place to live"

DATE: April 25, 2018

TO: Mayor Thompson and City Council

CC: Nancy Cain, City Administrator

FROM: Shelley Goodwin, City Secretary

RE: Staff Reports

As per your directions at the April 4, 2018, City Council Regular Meeting your May 2, 2018 Agenda Packet includes the entire month of March and April's Report will be provided to you by email on Tuesday, May 1, 2018. In the future Staff Reports will be for the previous month and depending on when the month ends will depend on when you will receive the reports.

Garden Ridge Community Center
Monthly Report
March 1st thru March 31st 2018

Utilization (by Days)

FY 17-18 (Current Month)	FY 16-17 (Current Month)	FY 17-18 (Year to Date)	FY 16-17 (Year to Date)
22	29	111	132

Events Booked (Current Month)
7

Cancelled Events (Current Month)
0

Category Count (by Events)	(Current Month)	(Year to Date)
1. Resident / Non-Resident	5	21
2. City Chartered Non-Profit Organizations	0	5
3. Non-Residents Service Organizations	2	12
4. Non-Profit Associations	3	19
5. City Use	2	5

Marketing Activity:

Completed video tour

Facility Improvements:

Extra shelf added to storage room

Challenges/Issues:

Squirrels in the building

CITY OF GARDEN RIDGE BUILDING REPORT

2/21/2018 THRU 3/31/2018

MAJOR PERMITS

Permit #	Address	Builder	Sq Ft.	Value \$	Permit Fees	
1331 -18	20895 Misty Arbor	Chesmar Homes	4818	\$ 626,340.00	\$ 3,840.80	↓
1342 -18	8280 Eskimo Forest	Chesmar Homes	4788	\$ 622,440.00	\$ 3,822.80	Reported last month
TOTAL			9,606	\$ 1,248,780.00	\$ 7,663.60	↑

MINOR PERMITS

Permit #	Address	Builder	Project	Permit Fees	
1329 -18	20525 Wahl Lane	George Plumbing	Minor Plumbing	\$ 100.00	↓ Reported last month ↑
1330 -18	8226 Shining Elk	David Bakanoski	Fence	\$ 125.00	
0074 -18	21430 Forest Waters Cir	Flo-Aire Service	Minor HVAC	\$ 100.00	
1332 -18	19081 Nacogdoches Loop	Modern Electric Works	Minor Electric	\$ 125.00	
0075 -18	21750 Forest Waters Cir	Tri-County A/C	Minor HVAC	\$ 100.00	
1333 -18	8293 Eskimo Forest	Cody Pools	Pool, Deck	\$ 727.32	
1334 -18	8297 Eskimo Forest	Cody Pools	Pool, Deck	\$ 534.68	
1335 -18	21322 Hampton Park	Quality Custom Decks	Deck	\$ 185.60	
1336 -18	21131 Gunther Grove	Rudy Andabaker	Driveway	\$ 125.00	
1337 -18	21110 Tree Top Cove	American Landscape	Fence	\$ 125.00	
1338 -18	8218 Shining Elk	San Antonio Fence Co.	Fence	\$ 125.00	
1339 -18	22204 Quiet Moon Dr.	Alamo City Const. & Supply	Fence	\$ 125.00	
1340 -18	20479 Wahl Ln.	Hawk Construction	VOID	\$ -	
1341 -18	20479 Wahl Ln.	Hawk Construction	Retaining Wall with steps	\$ 125.00	
0076 -18	20438 Wahl Lane	Cool Component	Minor HVAC	\$ 100.00	
1343 -18	8909 Tuscan Hills	G- Two Construction	2 Landscape Walls	\$ 250.00	
0077 -18	8207 Wild Wind Park	Airtron	Minor HVAC	\$ 100.00	
1344 -18	9245 Bluebell Dr.	Vecente Gvarrero	Fence	\$ 125.00	
1345 -18	20815 Glen Cove	Beachey Fence	Fence	\$ 125.00	
1346 -18	10021 Calley Circle	Gary Pools	Pool, Deck	\$ 535.00	
1347 -18	9495 Garden Ridge Dr.	Mister Sparky	Minor Electric	\$ 125.00	
1348 -18	19902 Regency Run	River City Deck & Patio	Patio Cover	\$ 111.36	
				\$ 1,371.36	

TOTAL MAJOR FEES FROM 3/21/18 THRU 3/31/18

\$ -
 \$ 1,371.36
 TOTAL \$ 1,371.36

TOTAL MINOR FEES FROM 3/21/18 THRU 3/31/18

Fiscal Year 2018

TOTAL MAJOR PROJECTS VALUE

\$ 6,148,149.80
 59,127

TOTAL MAJOR PROJECTS SQ FT.

TOTAL MAJOR PERMIT FEES

\$ 47,007.00

TOTAL MINOR PERMIT FEES

\$ 22,784.56

TOTAL ALL PERMIT FEES

\$ 69,791.56

Council Ideas/Suggestions List by Category

Updated: April 19, 2018

Ongoing items

Items	Status	Completed Council Approval
1. Personnel Policy (Mayor Thompson) Incentive Pay (Mayor Thompson)	Meeting scheduled for May 18, 2016 with City Council, staff, City Attorney to begin review of draft document Incentive Pay will be discussed during Personnel Policy draft document discussions 6/15/16 – City Attorney looking at another possible policy for Council Consideration and to bring back to Council upon completion of review City Attorney continues work on revising policy with proposed revised chapters to Council for comment City staff working on plan to complete policy for presentation to Council Presenting City Council (4/5/17) with proposal from SeeKing to complete Employee Handbook and Policy Further discussion and direction on proposal to be provided by City Council on May 3, 2017 Staff reviewing a policy reviewed by an attorney at Hogwild for possible presentation to City Council Staff working on a draft policy for Council consideration prior to beginning of new fiscal year Staff continues work on a draft policy for City Council consideration Draft Policy completed Mayor and Department Heads in process of reviewing document prior to submission to City Council Mayor and Staff have a schedule of meetings beginning 3/7-5/16 to review the proposed policy Mayor and Staff continued to discuss and review proposed policy. Review sessions have been extended to 5/30	
2. Electronic Water Billing (Mayor Thompson)	Software upgrade on May 19 Include in FY 2017 Budget Begin implementation FY 2017 Full implementation TBD Online water bill payments active September 14, 2016 Online Court payments active October 2016 Electronic utility billing being researched for implementation during 2018 Fiscal Year	Software upgrade completed for online utility and court payments

3. Community Center (Councilman Lantzy)	Comparing pricing of similar venues Developing fully loaded cost for facility Acquiring estimates for removal of overhead doors, sound system, commercial stove, AC system Developing list of aesthetical improvements to center that may affect lighting, energy and electrical improvements Staff working on maintenance items Comparing contracts from other venues for revisions to current contract Bring information at hand to Council in June for discussion and direction Councilman Lantzy discussed Community Center with Council on 6/6/16 Proposals for door removal, new air conditioning and ducting received and to be presented to City Council with funding through CIP Council approved funding on August 3, 2016 through CIP. Doors removed, new air conditioning installed. Awaiting install of duct work on September 12, 2016 Duct work installation completed September 12/13, 2016 City Attorney revising Community Center Contract per Council direction 10/5/16 – Marketing and future projects being discussed by Council Work continues on revising Community Center Contract Council to consider revised agreement in Feb. Council meeting Revised agreement approved Feb. 13, 2017 and being utilized Interior door/window frames and doors painted a neutral color to enhance appearance Rate structure for Community Center and presence on the City's webpage are being worked on Additional renovations to the Community Center being discussed and evaluated Overhead storage area under construction, window tinting completed and drainage being evaluated New stairway for overhead storage to be constructed, Wi-Fi installed in April, and enhancement of sound system under evaluation	New A/C installed, inside doors replaced with windows, interior door frames and doors painted
4. Rental Agreement and Pricing Structures (Mayor Thompson)	Proposed changes to the Community Center Rental Agreement related to event security being discussed and prepared Pricing structure for the Center is in the process of being reviewed for future adjustment Revised rate schedule to be presented to City Council in February	Council approved revised rate schedule on 2/7/18 and it is being utilized
5. Update Ordinances	Cost for Codifying to be included in FY 2017 Budget	Alarm Permit Ordinance

(Mayor Thompson)	Work with legal to develop plan for updating Identify ordinances to be updated Codifying of ordinances postponed due to budgetary constraints A revised Animal Control Ordinance is being worked by staff for consideration by City Council City Attorney's office preparing for the rewrite of the City's Zoning and Subdivision ordinances upon adoption of the Land Use Master Plan City Staff and City Attorney awaiting the Master Land Use Plan and Ordinance Diagnostic Report which is expected to be delivered by the end of November 2017 To receive the Master Land Use Plan Ordinance Diagnostic Report by the end of December Resolution to extend Master Land Use Plan implementation to Council in February due to the need for additional time for rewrite of Zoning and Subdivision Ordinances Alarm Permit Ordinance rewrite to Council in February City Commission Ordinance to Council in February Animal Services Ordinance rewrite to Council in March Master Land Use Plan implementation moved to 5/1/18 due to rewrite of Zoning and Subdivision Ordinances Animal Services Ordinance to Council on 3/7/18 Special Council Meeting held 3/22/18 for further work on Animal Services Ordinance with possible Council approval on 4/4/18 P&Z received 1st draft of zoning ordinance revisions on 4/10. Revisions to several ordinances will be presented to City Council over the next several months	approved 2/7/18 City Commission Ordinance approved 2/7/18 City Council approved Animal Services Ordinance 18 on 4/4/18
6. Video stream Council meetings (Mayor Thompson)	Discuss with legal pros/cons Sound system in Council room can be planned for future streaming capabilities Requires additional technology upgrades and equipment Budget impact Video streaming of Council meetings will be studied during the fiscal year Mayor and City Staff researching process and equipment for video streaming Council and Commission meetings	

7. Videos for website (Mayor Thompson)	Maybe prepared by GRES or students to increase civic involvement Volunteer Garden Ridge! Coordinator Shelby Trial has been filming videos that have been placed on City Website and NextDoor. City Secretary Goodwin is working on a YouTube channel for the City The City's YouTube channel is up and videos have been posted to it	
8. Coffee with Mayor and Council (Mayor Thompson)	Discuss at future Council meeting and determine dates Mayor Thompson began conducting Coffee with the Mayor the first Monday in July	
9. Quarterly Issues Town Hall Meeting (Councilman Lantzy)	Determine dates for Meetings	

Pending	Status	Completed Council Approval
1. Annual or semi-annual inspection of buildings and other City facilities (Mayor Thompson)	To be implemented semi-annually	Implemented Monthly
2. Disaster recovery plan for City (Mayor Thompson)	Discuss at future Council meeting to determine the scope of recovery plan To be incorporated into the Emergency Management Plan for the City	
3. Disaster recovery plan for Water Department (Mayor Thompson)	Discuss at future Council meeting to determine the scope of recovery plan To be incorporated into the Emergency Management Plan for the City	
4. Business outreach by Council – walk businesses (Mayor Thompson)	Discuss at future Council meeting	



City of Garden Ridge

"A way of life, not just a place to live"

POLICE DEPARTMENT MONTHLY BREAKDOWN

March 1st, 2018 - March 31st, 2018

Calls for Service

Dispatched: 157 City Ordinance: 14 Total: 171 False Alarms: 30

Arrests

- * 9 – Driving While License Invalid
- * 5 – Active Warrants
- * 2 – Possession of a Controlled Substance
- * 2 – Driving While Intoxicated
- * 1 – Possession of Drug Paraphernalia
- * 1 – Criminal Trespass

Traffic Enforcement

Crashes: 7 Citations: 120 Warnings: 179 Total: 299

Training / Certifications

- *Sgt. Osborn attended De-Escalation Instructor Course.
- *Lt. Bellinger, Sgt. Osborn, Ofc. McKay, Ofc. McMahan, and Ofc. Oehler attended Crime Prevention 1 Training.
- *Chief Eberhardt attended Texas Police Chiefs Association Conference.

Recent Challenges

- *Fielding questions and concerns regarding bomb incidents in Austin and Schertz.

Outreach Efforts

- *Thank you to everyone that volunteered and helped to make the GRES Bike Rodeo a success.
- *Thank you to everyone that helped and attended Pizza with the Police night (50 attendees).
- *Coffee with a Cop continues on every 2nd and 4th Wednesday of each month.

Administrative Comments

- *Providing training before the summer months come upon us.
- *Multiple special projects are being worked on simultaneously involving policy manuals for both the city and police department; as well as, Emergency Safety Response Plan for city employees.



City of Garden Ridge

"A way of life, not just a place to live"

MONTHLY PUBLIC WORKS REPORT

March 2018

Steven Steinmetz
Director

Eric Lowman
Animal services

Stanley Georg
Brian Horn
Manuel Troncoso

Ongoing Responsibilities

- Parks maintenance
- Facilities maintenance
- Streets
- All public facilities grass and right-of-ways
- Storm water Drainage
- Oak Wilt monitoring

Upcoming Events

Mar. 17th & 18th
Dumpster Weekend

Mar. 24th & 25th
Dumpster Weekend

14 cats ready
For adoption.
adoption

Activities for the month

Streets

- Replaced nine street name signs.
- Repaired 4 potholes.

Storm water Drainage Facility and Easement Maintenance

- Bindseil Lane, Cleaned drainage culvert.
- Inspected 19 outfalls, 18 detention/retention ponds.

Parks Maintenance

- Paul Davis Park, ongoing removal of brush and stumps from the trails.

City Facility/Property Maintenance

- City Hall, replace thermostat in conference room.
- City Hall, pressure washed sidewalks.
- City rental property, replaced electric breaker.
- City rental property, repaired leaking roof and replaced ceiling panels.
- Community Center, Regraded drainage in back.
- Community Center, Extended storage loft for more storage capacity.
- Community Center, Added tint to two large windows in Wildflower room.
- Library, Installed concrete slab and statue in front of the library.

Oak Wilt

- The property next to Paul Davis park that had a tree test positive for oak wilt, completed trenching 500 feet of containment trench and will continue to treat the remaining oak trees on the property in March.
- Inspected a possible oak wilt case on Schoenthal Rd. The tree showed no signs of the disease but looked like lightning may have struck and killed it.

Reports Submitted

- Wildlife Management Advisory Commission Report.
- Construction Storm water Inspection Report .

Education/Training for Staff

- All Public Works employees attended Craze training.
- Eric Lowman, Animal Services, presented an education session on Wildlife in Garden Ridge at the Wildlife Management Advisory Commission.

Events/Conducted Education to residents

- Informed a resident how to identify oak wilt by showing them the infected trees at Paul Davis Park.

Future Projects or Needs

Project Software-A final review of 4 different programs occurred. The committee selected a program and a proposal was prepared. The committee also met with David La-Forge, Volunteer Garden Ridge, to assist with making sure the program meets the needs of Public Works and Animal Services.

Animal Services Monthly Activities

- 7 deer carcasses were disposed of, which makes 44 for the year.
- No deer or wild hogs were donated this month to Hunters for the Hungry, the year-to-date combined totals for wild hogs and deer donated are 0.
- 2 live traps loaned out this month, 5 traps loaned out year-to-date.
- 262 registered/reregistered animals for the year.
- 0 nuisance complaints received.
- 0 animal reported bites.

Adoptions

- 1 dogs; 1 year-to-date.
- 0 cats; 6 year-to-date.

Returned to owners

- 0 dogs; 10 year-to-date.
- 1 cats; 2 year-to-date.

Transferred to other agencies

- 0 dogs for month; 0 year-to-date.
- 0 cats for month; 0 year-to-date.

Currently in City care

- 0 dogs; cats 25



Year to Date Wildlife Report

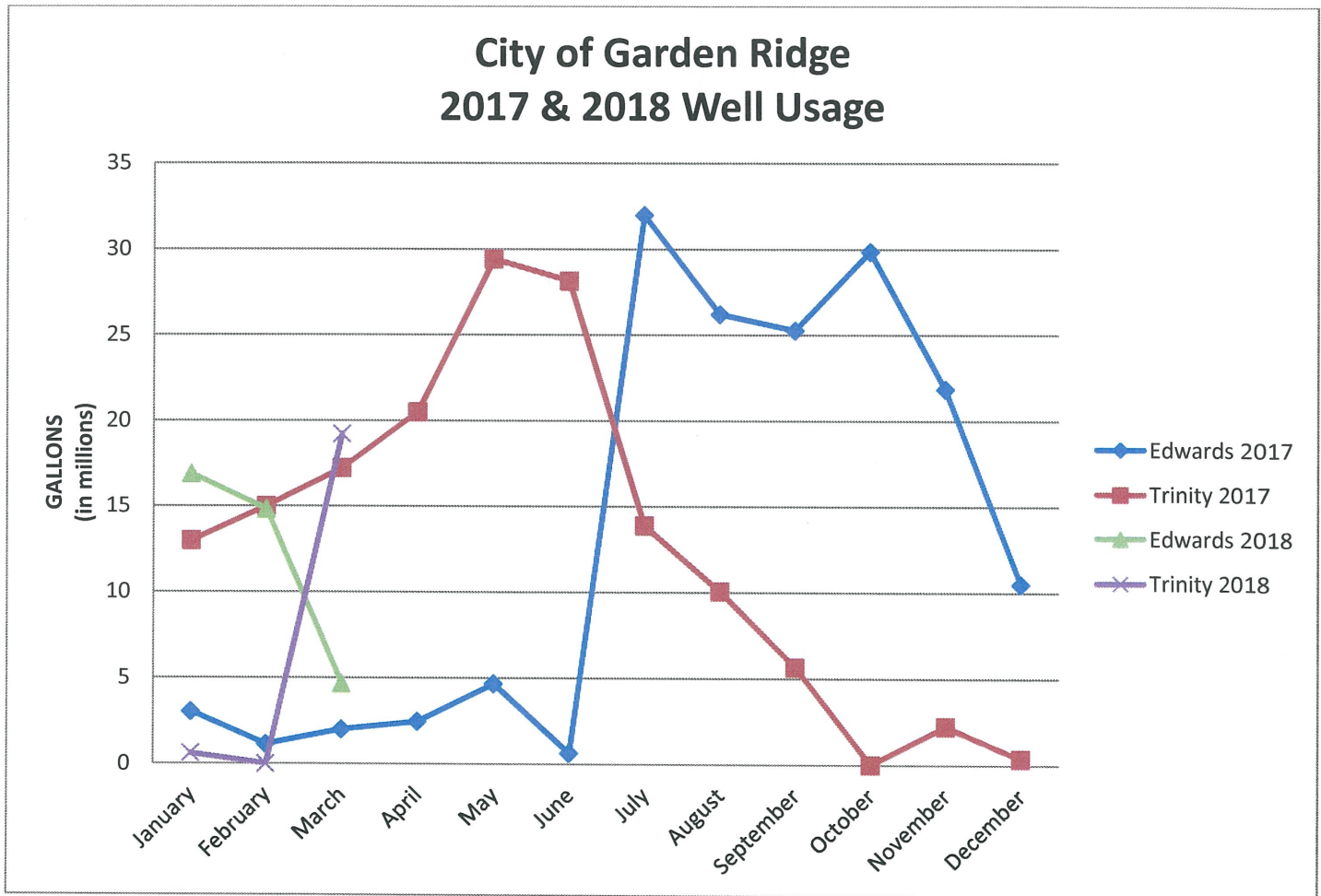
	Jan	Feb.	Mar	Apr.	May	Jun	Jul	Aug.	Sep.	Oct	Nov	Dec.	Total
Deer	14	23	14										51
Raccoons	5	3	3										11
Opossums	1	3	4										8
Skunks	1	7	2										10
Wild hogs	0	0	0										0
Turtles	0	0	0										0
Squirrels	0	2	5										7
Foxes	0	0	0										0
Armadillos	0	0	0										0
Hawks	1	0	0										1
Bats	0	0	0										0
Coyotes	0	0	0										0
Buzzards	1	1	1										3
Ringtails	1	0	1										2
Snakes	0	0	0										0
Other	0	0	0										0
Total													
	24	39	30										
												YTD Total	93



Water Department Report

As of March 31, 2018

2017 & 2018 City of Garden Ridge Well Usage



As of March 31, 2018:

Edwards Wells – 4,680,000 Gallons (14.36 acre feet) have been used.

Trinity Well – 19,237,000 Gallons (59.04 acre feet) have been used.

The City of Garden Ridge has a total of 681.767 acre feet of Edwards Permits. Current amount pumped is 111.680 acre feet, leaving 570.087 acre feet available to pump. Currently the City of Garden Ridge is not in an EAA Drought Stage.

2018 Edwards Permits

Type of Permit	TCEQ Permit #	EAA Permit #	Acre Feet
Allocated	CO 00139	P100-767	511.951
Purchased	BE 00109I	P100-327	2.000
Purchased	ME 00417D	P101-185	1.301
Purchased	ME 00479I	P101-315	3.895
Purchased	UV 00437I	P101-699	2.000
Purchased	UV 00461I	P101-752	4.000
Purchased	UV 00478I	P101-801	2.000
Purchased	UV 00537H	P101-959	2.000
Purchased	UV 00576I	P102-040	14.000
Purchased	UV 00630G	P102-146	1.760
Purchased	BE 00081AE	P100-200	62.000
Transfer	CO 00119AA	P102-564	0.660
Transfer		P103-312	4.500
Transfer		P102-416	2.000
Lease	Lloyd Loehman	P107-429	3.000
Lease	M. Friesenhahn	P100-745	65.000
Lease	BVFD	CO 00139	P108-644
			-0.300
Total			681.767

Monthly Averages as of March 31, 2018

Average usage per connection	14,736.29 gallons*
Average usage per day	771,516.12 gallons*

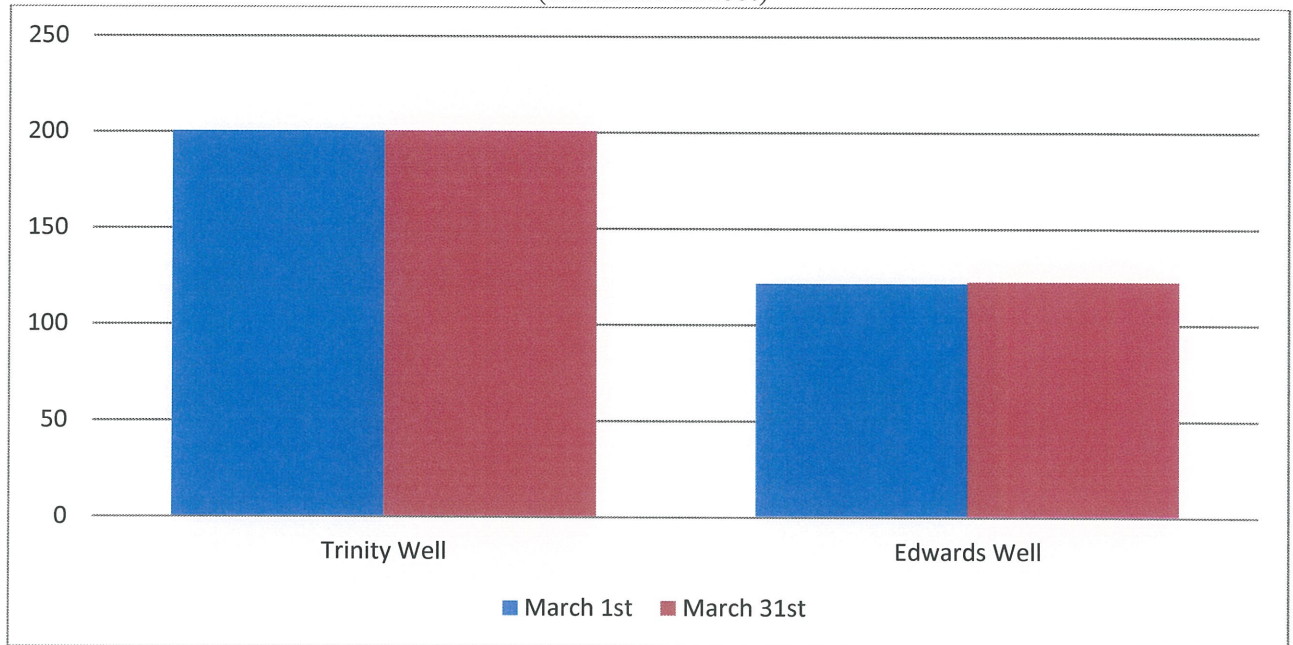
	Year to date for 2018	2017
Water Connections	1,623	1,610

Well Maintenance Schedules

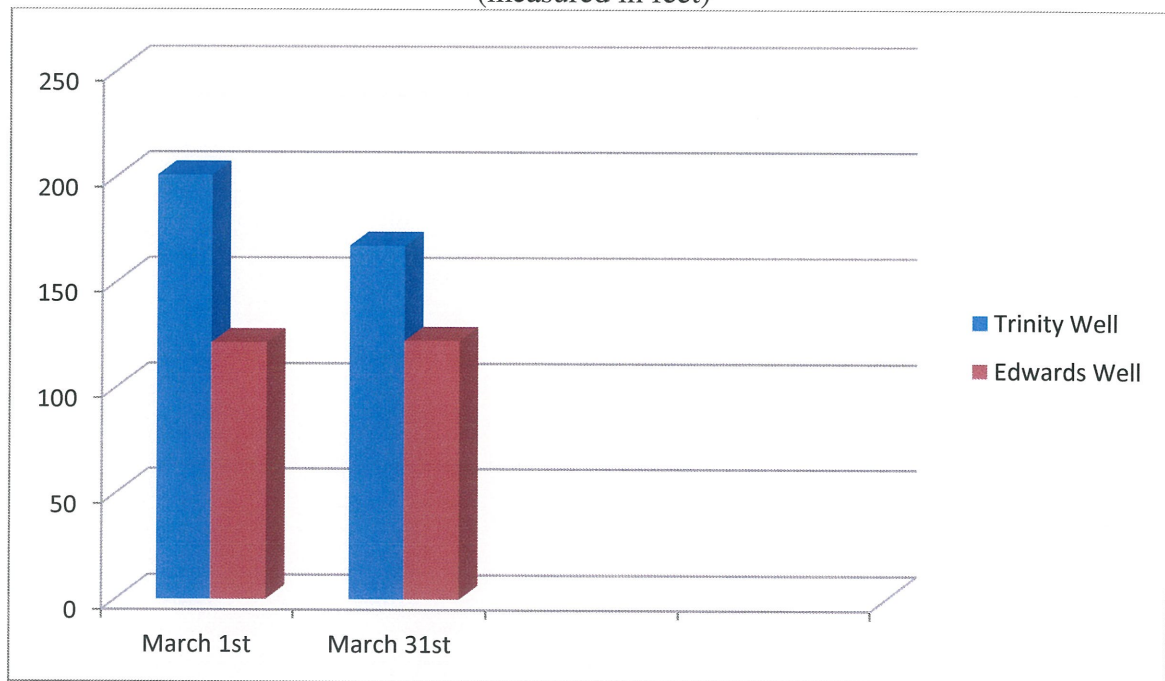
Location of well	Last maintenance preformed	Maintenance based on time or installed	Last test run
F.M. 2252 Edwards Well 5	June 2016	Time	June 2016
F.M. 2252 Edwards Well 7	May 2017	Time	May 2017
Timber Rose Edwards Well 2	May 2005	Time	May 2016
Timber Rose Edwards Well 4	May 2005	Time	May 2016
Elevated Trinity Well 8	August 2017	Time	June 2016
F.M. 3009 Trinity Well 9	August 2017	Installed	August 2017
F.M. 3009 Trinity Well 10	August 2017	Installed	August 2017

Monthly Well Progress

Static Levels (Well Motors Off)
(measured in feet)



Pumping Levels (Well Motors Running)
(measured in feet)



Water Department Monthly Activities:

Water		Plumbing	
New Meter Installations	6	Sewer Rough-in. #3	4
Meter Replacement	7	Plumbing Rough-in. #6	1
Main Breaks	0	Water Main to House. #8A	1
Service Line Replacement	2	Final House Inspection #9	3
Service Line Leak Repair	4	Irrigation System Inspections.	1
Fire Hydrant Maintenance	12	Water Heater Safety Inspection	0
Leak Adjustment	0	Toilet Rebates	0
Meters Read Feb. 22, 2018	1,623	Washing Machine Rebates	0
Work Orders	167		

Projects:

- 2016 CIP: FM 3009 Well Site: MCC/Pump Room building, Chlorine building under construction. All electronic equipment installed in MCC room. Electricians pulling wire from all connections to MCC building.
- Working to improve the Water Department work order and workflow system to assist with making the day to day operations more efficient.

Type of Report	Due Date	Date Submitted
Daily Well/Max EAA Usage/Total Usage	Daily	Run daily
Monthly Well Totals/State Report/ Water Loss	By 5 th of following month	March 2, 2018
EAA Drought Condition Monthly Report	By 10 th of following month	N/A Not in drought conditions
Monthly Bacteriological Samples	Monthly 1 st – 7 th	March 6, 2018
Water Commission Report	2 weeks prior to meeting	March 13, 2018
City Council Meeting Report	2 weeks prior to meeting	February 21, 2018
DLQOR 1 st Quarter	April 10 th of current year	April 3, 2018
DLQOR 2 nd Quarter	July 10 th of current year	
DLQOR 3 rd Quarter	October 10 th of current year	
DLQOR 4 th Quarter	January 10 th of following year	January 10, 2018
CCTGWCD 1 st Quarter	April 10 th of current year	April 3, 2018
CCTGWCD 2 nd Quarter	July 10 th of current year	
CCTGWCD 3 rd Quarter	October 10 th of current year	
CCTGWCD 4 th Quarter	January 10 th of following year	January 10, 2018
EAA Annual Meter Report	January 31 st of current year	January 25, 2018
TWBD Annual Water Survey	March 1 st of current year	January 31, 2018
EAA Groundwater Conservation Plan	March 31 st , 2018 Due every 3 years	March 28, 2018
TWDB Annual Water Loss Audit	May 1 st of current year	
Annual Consumer Confidence Report	July 1 st of current year	
Lead & Copper Samples	June – September 2019 Due every 3 years	

CCTGWCD=Comal County Trinity Groundwater Conservation District

DLQOR=Disinfectant Level Quarterly Operating Report

EAA=Edwards Aquifer Authority

TWBD=Texas Water Development Board

Employee Updates:

Duane Scognio: Got an Atta Boy for helping a resident with a water leak.



Monthly Library Update

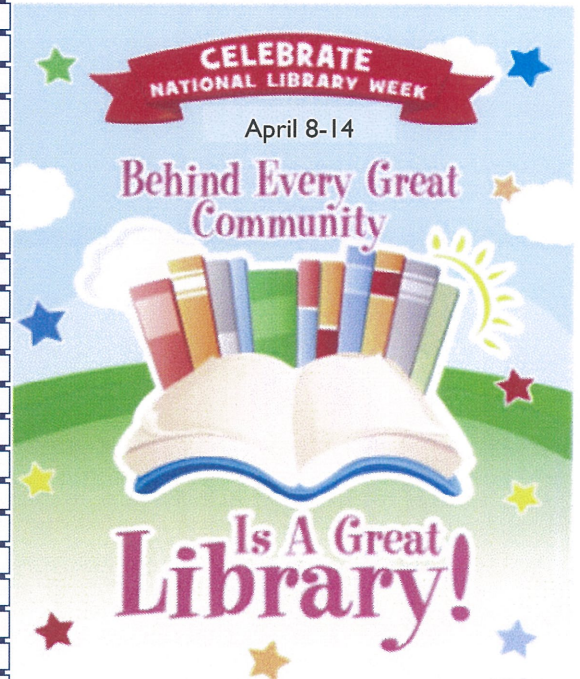
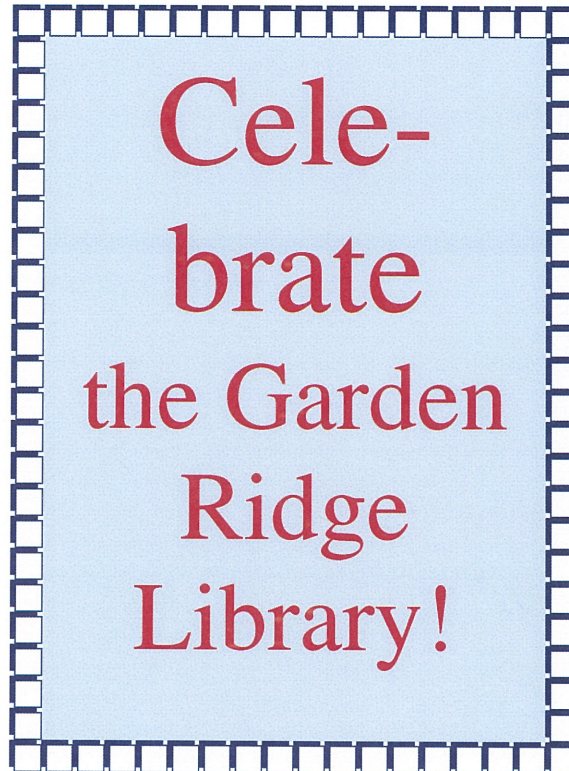
By Linda Crosland, Librarian

Upcoming events:

Thursdays

- Adult Coloring, each week @ 1:00 pm
- First Friday Family Night, 4/6/18 "Batty for the Library" with a special presentation from the Bat Cave @ 5:30—7:30 pm.
- Adult Lego Robotics 4/11 @ 1:00 pm
- 3rd Tuesday, Card-making with Teresa @ 1:00 pm
- LUNCH-n-LEARN: What's Missing from Your Pantry? 4/28/18, noon

For leisure, for learning, for life!



**Department Statistics
March, 2018**

Outreach

Upcoming special events in March

- **Model Car Show.** Parents, Kids, get those models finished to enter into the car show on April 14. Bring them on Friday, 4/13 so they can be judged the following day.
- **D.E.A.R. Day,** April 12—Drop Everything And Read for at least 15 minutes.

GRES Time

Shiraz, the read-to dog



Ever-popular LEGO ROBOTICS

Every second Saturday @ 10:30



Visits to the Library	1036
Items Checked Out	2456
New Patrons Added	35
New Items Added to the Collection	155
Volunteer hours, March	202
Preschool Story Time	96
Pokemon Club	14
Craft Classes & Coloring	25
Lego Robotics (on hiatus till 3/27)	26
Science Club	0
Shiraz	8
Special Events	90



MEMORANDUM

To: Garden Ridge City Council
Cc: Nancy Cain, City Administrator – City of Garden Ridge
From: Patrick Lackey, P.E./Daniel Mummert, P.E. – Trihydro Corporation
Date: April 23, 2018
Re: Trihydro Corporation –Engineering Report May, 2018 Meeting

1. 2013 CIP Street, Water and Drainage Project – Qro-Mex Construction

- Qro-Mex Construction is working with their paving subcontractor to schedule the asphalt cleanup.

2. 2015 CIP Street, Water and Drainage Project – Qro-Mex Construction

- The project close-out documents have been prepared and are pending final signatures.

3. Wells and Booster Pump Facility – Pesado Construction

- Pesado Construction has reached substantial completion of the well site. The tank is full (Well 9 was used fill the tank, and Well 10 was tested and flushed) and the pump station is pumping water to the distribution system. Site fencing, cleanup and landscaping are scheduled for completion by May 18, 2018.
- Trihydro met with Pesado Construction and reviewed the change order items as requested. A revise change-order, Change Order No. 2, has been negotiated to address the requested site changes and additional contract days. The revised change-order request and summary memo are attached for review.
- Change Order No. 1 for the site fencing was approved at the April 4 Council Meeting.

4. Well Development and Regulatory Compliance

- The home builder for the home that formerly served as City Hall was contacted to locate the septic system construction documents. He provided additional verbal information regarding the septic system, but he was unable to located permit or construction documentation from the early 1980s. Using the information provided by the builder, Trihydro conducted additional research at the Comal



County Environmental Health Office, but were unable to locate documentation for the septic system.

- The City Water Manager was able to locate documentation for the home regarding number of bedrooms and square footage. We are attempting to compare the system loadings based on documented building usage and number of bedrooms. We believe this may provide sufficient data to support redirecting wastewater flow from the encroaching septic system.

5. Naco – Loop Water Line (Winco)

- The contract documents are being finalized and we anticipate starting construction in early May.

6. FM 2252 TXDOT Project

- A project update meeting with TxDOT was held on March 29th. TxDOT staff presented a revised plan that included traffic signals at Marbach Lane and Bat Cave Road.
- TxDOT conducted a utility coordination meeting on April 18, 2018. Trihydro attended the meeting and is working with TxDOT and the utility coordination consultant to confirm the location of existing City of Garden Ridge water lines within the corridor.

7. FM 2252 Sewer and Water Project

- Project and funding analysis continues for the FM 2252 sewer and water system.
- The system sizing and alignment are complete pending updates to the Zoning and Subdivision ordinances.



PROJECT: **City of Garden Ridge Wells 9 & 10 Site Improvements**
 OWNER: **City of Garden Ridge**
 CONTRACTOR: **Pesado Construction Company**
 ENGINEER: **Trihydro Corporation**
 DATE: **4/23/2018**

CHANGE ORDER NO. 2						
Item	Description	Unit	Quantity	Revised Unit Costs	Revised Total Costs	Original Total Costs
1	Link Seals Link Seals to 16" Penetrations at Pump House (Not Installed)	LS	1	\$ -	\$ -	\$ 2,153.20
2	Tank Coupling - Change from Short to Long fittings	LS	1	\$ 1,103.95	\$ 1,103.95	\$ 1,103.95
3	Site Changes - Added secondary gravel maintenance drive for MCC Building, including grading and drainage modifications.	LS	1	\$ 20,168.50	\$ 20,168.50	\$ 20,168.50
4	CPS Main Power Changes - Added 50 feet of concrete encasssed duct bank and conductor to reach changed CPS service point (requested by CPS)	LS	1	\$ 10,793.16	\$ 10,793.16	\$ 10,793.16
5	Tank Infill Line Adjustment - Adjusted underground ground tank fill line alignment, modified meter placement	LS	1	\$ 3,538.08	\$ 3,538.08	\$ 3,538.08
6	Tank Infill Line Adjustment - Adjusted above ground tank fill line alignment, added valve, panel placement	LS	1	\$ 8,212.80	\$ 8,212.80	\$ 8,212.80
7	Chlorine Room Equipment Modification Credit - Changed scales from dual tank to single tank	LS	1	\$ (4,439.25)	\$ (4,439.25)	\$ (4,439.25)
8	SCADA Antenna and Conduit - Added antenna foundation and conduit excluded by site and SCADA contractors	LS	1	\$ 3,228.75	\$ 3,228.75	\$ 5,422.25
9	Well #10 Disconnect Relocation - Adjusted disconnect and lighting breaker panel to provide well rig maintenance access	LS	1	\$ 12,846.29	\$ 12,846.29	\$ 16,369.74
TOTAL CHANGE ORDER NO. 2				\$	55,452.28	\$ 63,322.43

ORIGINAL CONTRACT AMOUNT:	\$	2,524,511.40
CHANGE ORDER NO. 1 AMOUNT:	\$	18,834.70
CHANGE ORDER NO. 2 AMOUNT:	\$	55,452.28
REVISED CONTRACT AMOUNT:	\$	2,598,798.38

ENGINEER - TRIHYDRO CORPORATION

DATE

CONTRACTOR - PESADO CONSTRUCTION COMPANY

DATE

OWNER - CITY OF GARDEN RIDGE

DATE

ORDINANCE NO. 212-052018

AN ORDINANCE ADOPTING UNANIMOUS SETTLEMENT AGREEMENT, SETTING RATES AND ESTABLISHING TARIFFS FOR THE PROVISION OF NATURAL GAS SERVICE BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS COMPANY WITHIN THE CITY OF GARDEN RIDGE, TEXAS; DECLARING THIS ORDINANCE TO BE A FINAL DETERMINATION OF RATES; REQUIRING ACCEPTANCE BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS COMPANY OF THE RATES PRESCRIBED HEREIN; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARDEN RIDGE, TEXAS:

PART 1. The Council finds:

- (A) On November 16, 2017, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (“CenterPoint” or “Company”) filed with the Railroad Commission of Texas, the City of Garden Ridge (“City”), and the other affected cities in its South Texas Division, its Statement of Intent to increase its annual revenue by \$540,000 within its South Texas Division. On January 9, 2018, CenterPoint filed an Errata to its Statement of Intent reducing the Company’s requested increase to \$490,778.
- (B) In accordance with the Gas Utility Regulatory Act, Utilities Code, §104.107, the City suspended CenterPoint’s proposed effective date of January 20, 2018 for a period not to exceed 90 days from CenterPoint’s proposed effective date, to April 20, 2018.
- (C) CenterPoint provided public notice of its proposed increase in rates in accordance with the Gas Utility Regulatory Act.
- (D) A base rate revenue decrease in the amount of \$3.0 million per annum is reasonable and consistent with the requirements of the Gas Utility Regulatory Act, will permit CenterPoint a reasonable opportunity to earn a reasonable return on its invested capital, and will yield a fair return upon the adjusted value of CenterPoint’s property used and useful in rendering service to the public.

- (E) CenterPoint and the City agree that CenterPoint may recover \$675,992 in expenses related to Hurricane Harvey restoration of service via a surcharge until the full amount is recovered.
- (F) CenterPoint and the City agree that CenterPoint may establish a regulatory asset to track amounts incurred above or below \$722,871 for the South Texas Division related to third-party system safety and integrity expenses identified in base rates. CenterPoint and the City agree that CenterPoint may request recovery of the amount in the asset in a future Statement of Intent filing.
- (G) The tariffs and specific rates and charges, and customer service rules appended to this ordinance are reasonable and in the public interest.
- (H) The costs of the City's rate consultants, attorneys, and technical staff to conduct investigations, present evidence, advise and represent the City in these rate-making proceedings as set out in the settlement agreement are reasonable and necessary expenses, as are the rate case expenses incurred by CenterPoint in this proceeding.

PART 2. The City is the regulatory body with exclusive original jurisdiction over the rates, operations, and services of CenterPoint within the municipality.

PART 3. The Unanimous Settlement Agreement ("Settlement Agreement") entered into between CenterPoint and the City and appended to this ordinance as "Attachment 1" is in the public interest and is adopted by this ordinance.

PART 4. A decrease in the amount of \$3.0 million in CenterPoint's annual base-rate revenue, as determined on a system-wide basis for the South Texas Division, is approved within the City.

PART 5. Except to the extent approved in this ordinance and the settlement agreement appended to this ordinance as "Attachment 1", the City denies CenterPoint's request for rates, tariffs, and charges as proposed in CenterPoint's Statement of Intent and rate increase request filed with the City on or about November 16, 2017.

PART 6. The rates, tariffs, charges, schedules, and service rules appended to this ordinance as "Attachment 2" for natural gas service provided by CenterPoint within the City, are reasonable and are hereby approved.

PART 7. The proposed depreciation and amortization rates set forth on the Depreciation and Amortization Expense summary appended to this ordinance as "Attachment 3" are reasonable and hereby approved by this ordinance.

PART 8. The costs of rate consultants, attorneys, and technical staff to conduct investigations, present evidence, advise, and represent the City in these rate-making proceedings shall be reimbursed to the City by CenterPoint no later than 30 days after the effective date of this ordinance.

PART 9. Nothing in this ordinance shall be construed as limiting or modifying in any manner the right and power of the City under the law to regulate the rates and charges of CenterPoint.

PART 10. This ordinance takes effect on April 30, 2018.

PASSED AND APPROVED on this 2nd day of May, 2018.

Larry Thompson
Mayor

ATTEST

Shelley Goodwin, TRMC
City Secretary

STAFF REPORT REGARDING CENTERPOINT GAS RATE CASE SETTLEMENT AGREEMENT ORDINANCE

Purpose of the Ordinance:

The purpose of the Ordinance is to adopt the Unanimous Settlement Agreement (included as Attachment 1 to the Ordinance) between the City of Garden Ridge and CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (“CenterPoint” or the “Company”) regarding the Company’s Statement of Intent to increase rates within its South Texas Division and to approve tariffs and proof of revenues (included as Attachments 2 and 3 to the Ordinance) that implement the terms of the Settlement Agreement.

Approval of the Ordinance will result in a \$3.0 million decrease in CenterPoint’s annual revenues. This is a \$3.5 million reduction to the \$490,778 increase requested by CenterPoint in its Errata to its Statement of Intent. The Settlement Agreement also approves the Company’s proposal to recover \$675,992 in expenses related to Hurricane Harvey restoration of service via a surcharge until the full amount is recovered. The Settlement Agreement also increases the residential monthly customer charge to \$19.00, and approves the recovery of reasonable rate case expenses through a surcharge on customers’ bills. Under the agreement, new rates would go into effect on May 22, 2018.

Procedural History:

On November 16, 2017, CenterPoint filed with the City a Statement of Intent to increase natural gas rates by \$540,000, effective January 20, 2018. On January 1, 2018, the Tax Cut and Jobs Act of 2017 went into effect lowering the corporate tax rate from 35% to 21%. On January 9, 2018, CenterPoint filed an Errata to its testimony, exhibits, schedules, and workpapers originally filed on November 16, 2017. This Errata filing reduced CenterPoint’s requested rate increase to \$490,778.

The Cities of Victoria, Hallettsville, Ingleside on the Bay, Kenedy, Kingsville, Point Comfort, Portland, Refugio, Taft, Beeville, Bishop, Driscoll, Edna, Elgin, Falls City, Hondo, Ingleside, Karnes City, Laredo, Poteet, San Diego, Sinton, and Weimar (together “South Texas Coalition of Cities” or “STCC”) took action to suspend the January 20th effective date and participate in the proceeding as a coalition. The STCC hired an attorney and natural gas rate experts to investigate the Company’s request and conduct discovery. Based upon their analysis, they were able to negotiate a reasonable final resolution of the rate request.

Under the law, cities with original jurisdiction over the matter, have until April 20, 2018 to take final action on the application. CenterPoint has agreed to extend the cities’ statutory deadline to April 30, 2018.

Reasons Justifying Settlement:

CenterPoint’s rate request is the first time that the Company has taken action to increase the rates charged for distributing natural gas to the City in approximately six years. During the time that the City has retained original jurisdiction in this case, consultants working on behalf of

the Cities of Victoria, Hallettsville, Ingleside on the Bay, Kenedy, Kingsville, Point Comfort, Portland, Refugio, Taft, Beeville, Bishop, Driscoll, Edna, Elgin, Falls City, Hondo, Ingleside, Karnes City, Laredo, Poteet, San Diego, Sinton, and Weimar have investigated the support for the Company's requested rate increase. CenterPoint's requested increase did not reflect the change in the tax rate and the evidence does not support the \$490,778 increase requested by the Company. However, the cities' consultants agree that the Company can justify a lesser rate decrease in revenues and that there is a reasonably high probability that the Railroad Commission would award the Company a decrease of at least the amount agreed to by the cities through settlement.

Based upon the analysis conducted by the cities' consultants, the cities were able to negotiate a reasonable resolution of the Company's request that avoids costly litigation before the Railroad Commission, ensures that the Company's revenues are sufficient to provide safe and reliable natural gas service to customers in the South Texas Division, and protects the interests of the City and its citizens.

Explanation of "Be It Ordained" Parts:

- Part 1.** This part recites the procedural history of the case, approves the rate decrease, the Hurricane Harvey surcharge, the establishment of a regulatory asset to track amounts related to third-party system safety and integrity expenses, approves the tariffs, and approves rate case expenses.
- Part 2.** This part states that the City has original jurisdiction over CenterPoint's rates within the city limits.
- Part 3.** This section adopts the Settlement Agreement in all respects and finds it to be just, reasonable and in the public interest.
- Part 4.** This section approves a \$3.0 million rate decrease as determined on a system-wide basis.
- Part 5.** This section clarifies that CenterPoint's initial rate application is denied except to the extent that it is approved as part of the Settlement Agreement and the ordinance.
- Part 6.** This part approves the rates and tariffs consistent with the Settlement Agreement.
- Part 7.** This section approves the depreciation rates included within the tariffs.
- Part 8.** This paragraph directs CenterPoint to reimburse the City for their reasonable rate case expenses within 30 days from the effective date of the ordinance.
- Part 9.** This section clarifies that nothing in the ordinance limits or restricts the City's legal authority over CenterPoint.
- Part 10.** This section provides for an effective date upon passage.

Coffin Renner

A Limited Liability Partnership

Post Office Box 13366
Austin, Texas 78711
Telephone (512) 879-0900
Fax (512) 879-0912

April 3, 2018

Hon. John Dodson
Administrative Law Judge
Railroad Commission of Texas
1701 N. Congress
Austin, Texas 78701

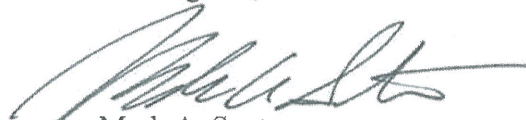
Re: GUD No. 10669; *Statement of Intent of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas to Increase Rates in the South Texas Division*

Dear Judge Dodson:

Enclosed please find a Unanimous Settlement Agreement, accompanying exhibits, and a Proposed Order supported by the Parties in the above referenced proceeding.

Please do not hesitate to contact our office if you have any questions or concerns.

Best regards,



Mark A. Santos

Enclosures

cc: All Parties of Record

GUD NO. 10669

STATEMENT OF INTENT OF	§	
CENTERPOINT ENERGY	§	
RESOURCES CORP., D/B/A	§	BEFORE THE
CENTERPOINT ENERGY ENTEX	§	RAILROAD COMMISSION
AND CENTERPOINT ENERGY	§	OF TEXAS
TEXAS GAS TO INCREASE RATES IN	§	
THE SOUTH TEXAS DIVISION	§	

UNANIMOUS SETTLEMENT AGREEMENT

This Unanimous Settlement Agreement is entered into by and between CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (“CenterPoint” or the “Company”); the Alliance of CenterPoint Municipalities (“ACM”); the South Texas Coalition of Cities (“STCC”); and the Staff of the Railroad Commission of Texas (“Staff”), (collectively, the “Signatories”).

WHEREAS, on November 16, 2017, CenterPoint filed its Statement of Intent to Increase Rates in the South Texas Division with the Railroad Commission of Texas (“Commission”) and each of the cities in the South Texas Division retaining original jurisdiction; and

WHEREAS, the Commission docketed the rate request as GUD No. 10669; and

WHEREAS, ACM, STCC, and Commission Staff sought intervention and were granted party status in GUD No. 10669; and

WHEREAS, the cities within ACM and STCC have suspended the implementation of the Company’s rate request until May 22, 2018; and

WHEREAS, the Company will seek the consolidation of all municipal appeals with GUD No. 10669; and

WHEREAS, the Company has filed direct testimony and errata to its Statement of Intent; and

WHEREAS, the parties have engaged in significant discovery regarding the issues in dispute; and

WHEREAS, direct testimony of ACM and STCC was due on March 14, 2018, and Staff direct testimony was due on March 21, 2018, but ACM, STCC, and Staff did not file direct testimony in reliance on this Unanimous Settlement Agreement.; and

WHEREAS, the Signatories agree that resolution of this docket by unanimous settlement agreement will significantly reduce the amount of reimbursable rate case expenses associated with this docket;

NOW, THEREFORE, in consideration of the mutual agreements and covenants established herein, the Signatories, through their undersigned representatives, agree to and recommend for approval by the Commission the following Settlement Terms as a means of concluding the above-referenced docket filed by CenterPoint on behalf of its South Texas Division without the need for prolonged litigation:

Settlement Terms

1. As a product of compromise and for the purposes of settlement, the Signatories agree to the rates, terms and conditions reflected in the tariffs attached to this Unanimous Settlement Agreement as Exhibit A. The tariffs attached as Exhibit A replace and supersede those tariffs currently in effect in the South Texas Division. These tariffs are premised on a decrease of \$3.0 million in current annual revenues as illustrated in the proof of revenues attached as part of Exhibit B to this Unanimous Settlement Agreement. Except as specifically provided herein, the Signatories agree that the \$3.0 million revenue decrease is a “black box” figure and is not tied to any specific expense in the underlying cost of service within CenterPoint’s South Texas Division. The Signatories further agree that the rates, terms and conditions reflected in Exhibit A to this Unanimous Settlement Agreement comply with the rate-setting requirements of Chapter 104 of the Texas Utilities Code. The gas rates, terms and conditions established by this Unanimous Settlement Agreement shall be effective upon approval by the Commission.
2. The Signatories agree to the following customer charges and volumetric rates. These rates are based on test year-end customer count and are reflected in the rate schedules attached as Exhibit A.

	Customer Charge	Single Block Volumetric
Residential	\$19.00	\$0.33613 per Ccf at 14.65 pressure base \$0.34301 per Ccf at 14.95 pressure base
General Service – Small	\$25.00	\$0.16286 per Ccf at 14.65 pressure base \$0.16620 per Ccf at 14.95 pressure base
General Service – Large Volume	\$99.50	\$0.07647 per Ccf at 14.65 pressure base

3. The Signatories agree to use of the following capital structure and weighted cost of capital, including the pre-tax return, as shown below. This capital structure and weighted cost of capital shall be used in future Interim Rate Adjustment (“IRA”) filings.

Class of Capital	Percent	Cost	Weighted Cost of Capital	Pre-tax Return
Long-Term Debt	45.00%	6.0480%	2.7216%	2.7422%
Common Equity	55.00%	9.8000%	5.3900%	6.8743%
Weighted Average Cost of Capital	100.00%		8.1116%	9.6165%

4. The Signatories agree that any IRA filing in the South Texas Division pursuant to Texas Utilities Code § 104.301 shall use the following factors until changed by a subsequent general rate proceeding:
 - a. The capital structure and related components as shown above in Paragraph 3.
 - b. For any initial IRA filing, the beginning amount of ad valorem taxes at a South Texas Division level is \$1,518,333 and the standard sales service amount is \$1,489,451. Margin tax will be calculated using a 0.75% factor until or unless changed by statute.
 - c. For any initial IRA filing, the net plant in service amount for standard sales service in the South Texas Division is \$186,068,333 as presented in Exhibit C.
 - d. For any initial IRA filing in the South Texas Division, the starting balance for the 8.209 Regulatory Asset Account is \$0. In future IRA filings, 8.209 Regulatory Asset balance approved in the previous year's IRA filing will be assigned to the appropriate plant account as shown in Exhibit C.1.
 - e. For any initial IRA filing in the South Texas Division, the Net Investment will include detail of Plant in Service amounts by Fixed Capital Account ("FCA") as shown on Exhibit C.
 - f. For any initial IRA filing and for any subsequent IRA filings, the depreciation rate for each account shall be as shown on Exhibit C.
 - g. For any initial IRA filing, the customer charges and volumetric rates as noted in Paragraph 3 above will be the starting rates to which any IRA adjustment is applied.
 - h. Federal income taxes will be calculated using a 21% rate.
 - i. The base rate revenue allocation factors to spread any change in IRA increase/decrease to the appropriate customer classes are as follows:

Residential	General Service – Small	General Service – Large
84.8764%	13.0623%	2.0613%

- j. The Standard Sales service allocation factor is 98.222086%.
5. CenterPoint may pursue recovery of a deferred benefit regulatory asset or liability pursuant to Texas Utilities Code § 104.059 in a future filing. The Signatories identify the following amounts as the base-year levels to track changes in pension-related and other post-employment benefits:
 - a. Retirement Plan – FAS 87 – \$1,516,383;
 - b. Benefit Restoration Plan – FAS 87 – \$121,238;
 - c. Postemployment – FAS 112 – \$164,796;
 - d. Postretirement – FAS 106 – \$248,110.
6. The Signatories agree to the depreciation rates reflected in Exhibit C.
7. The Signatories agree that the "black box" decrease amount in Paragraph 1 includes a reduction of the corporate income tax rate from 35% to 21% to recognize changes to the Federal Tax Code due to the Tax Cuts and Jobs Act of 2017. CenterPoint has allocated the

cost of service reduction to its customer classes based on the base rate revenue allocation agreed to in Item 4 and reflected in the proof of revenues attached hereto as Exhibit B.

The Signatories further agree that federal income tax expense will be adjusted for excess deferred income taxes (EDIT) resulting from the Tax Cuts and Jobs Act of 2017. The EDIT adjustment will be computed based on the average rate assumption method (ARAM) for those amounts required under Internal Revenue Service (IRS) normalization rules. The Company's unprotected EDIT will be amortized over five (5) years.

No later than November 15, 2019, the Company will file a request under Section 104.111 of the Texas Utilities Code to reduce rates in the South Texas Division in order to reflect an adjustment to rates related to amortization of the Company's protected EDIT.

8. The Signatories agree that CenterPoint will make an IRA true-up in the amount of \$640,158 via a one-time refund bill credit to South Texas Division customers and that future ad valorem tax true-ups may occur in IRA filings.
9. The Signatories agree that CenterPoint may establish a regulatory asset to track amounts incurred above or below \$722,871 for the South Texas Division related to third-party system safety and integrity expenses identified in base rates. CenterPoint may request recovery of the amount in the asset in a future Statement of Intent filing. The Signatories further agree to and propose the inclusion of the following Finding of Fact and Ordering Paragraph in the Final Order in this docket:
 - a. Finding of Fact: It is reasonable that CenterPoint file an annual report detailing any increase or decrease above or below the benchmark amount of \$722,871 for the South Texas Division identified in base rates for third-party safety and integrity expenses with Commission Staff within 90 days after each calendar year end.
 - b. Ordering Paragraph: IT IS THEREFORE ORDERED that CenterPoint file an annual report with Commission Staff detailing any increase or decrease above or below the benchmark amount of \$722,871 for the South Texas Division set in this docket for third-party safety and integrity expenses within 90 days after each calendar year end.
10. The Signatories agree that CenterPoint shall account for its requested Deferred Benefit Liability and Commission Rule § 8.209 Asset using a 5-year amortization period.
11. The Signatories agree that for internal audit and external reporting purposes, CenterPoint may establish a regulatory asset for its Unrecovered Post-Retirement Liability and amortize that asset over 5 years. The Company will recognize the annual amortization in the employee expense related reserve in rate base.
12. The Signatories agree that CenterPoint may recover \$675,992 in expenses related to Hurricane Harvey restoration of service via a surcharge until the full amount is recovered. Any over-recovery will be returned to customers through the Company's PGA tariff. The monthly charge amounts shall be collected volumetrically in accordance with the following factors: Residential \$0.01026 per CcF at 14.65 pressure base and \$0.01047 per Ccf at 14.95

pressure base; General Service – Small \$0.01026 per CcF at 14.65 and \$0.01047 per Ccf at 14.95 pressure base; and General Service – Large \$0.01026 per Ccf at 14.65 pressure base.

13. The Signatories agree that, consistent with its request, CenterPoint may recover gas-related bad debt costs through its PGA.
14. The Signatories agree that: (a) CenterPoint may reconcile through its PGA over-recoveries related to surcharges approved to recover rate case expenses; (b) CenterPoint shall provide notice to Staff of any reconciling item to be included in the PGA; and (c) CenterPoint shall clearly identify and include details of any reconciling item in its annual reconciliation report submitted to Staff.
15. The Signatories agree that CenterPoint shall seek review and approval from the Commission for any Federal Energy Regulatory Commission (“FERC”) Intervention costs incurred for the benefit of customers prior to their inclusion in the cost of gas calculation. Those costs are limited to reasonable non-employee experts, non-employee attorney fees, and prudently incurred travel expenses.
16. The Signatories agree that CenterPoint may include amounts in connection with plant investment qualifying for regulatory asset treatment under Commission Rule § 8.209(j) in its annual IRA filings.
17. CenterPoint, ACM, and STCC represent that their reasonable rate case expenses incurred through February 2018, and estimated rate case expenses incurred through completion of this case, are as follows:

	Actual Invoices Received	Invoices Due and Est. to Completion	TOTAL
CenterPoint	\$527,111.16	\$49,705.04	\$576,816.20
ACM	\$69,552.17	\$4,000.00	\$73,552.17
STCC	\$44,246.18	\$35,753.82	\$80,000.00

18. CenterPoint, ACM, and STCC attach as Exhibit D affidavits and invoices in support of these amounts, and will supplement with additional invoices as they are processed. The Signatories agree that the amounts represented above are reasonable and recoverable pursuant to Texas Utilities Code § 103.022. The Signatories agree that the recovery period for the applicable surcharge to recover rate-case expenses shall be twenty-four (24) months. CenterPoint agrees to reimburse ACM and STCC the amount of rate case expenses set forth above within thirty (30) days of the issuance of an order authorizing recovery of those expenses. The Signatories intend and advocate that the Commission authorize recovery of the rate case expenses recited above in the same proceeding and at the same time as it approves this Unanimous Settlement Agreement.

19. The Signatories agree that equal recovery of rate case expenses arising from this proceeding on a system-wide basis from incorporated and unincorporated customers in the South Texas Division is appropriate and reasonable and that good cause exists to support equal recovery of rate case expenses from all customers on a system-wide basis within the division for the following reasons:
 - a. CenterPoint Litigation and Estimated expenses: Good cause exists to recover CenterPoint litigation and estimated expenses equally from all customers, including customers within the incorporated and unincorporated areas of the South Texas Division. The intent of Commission Rule 7.5530(e) is to allocate rate case expenses to the participating parties according to which party caused the expenses to be incurred, therefore it is reasonable to seek recovery of rate case expenses from all customers who benefit from the settlement agreement in this case, which includes all customers in the incorporated and unincorporated areas of the South Texas Division. Recovery of these expenses is also necessary in the interest of justice.
 - b. ACM and STCC Litigation and Estimated expenses: Good cause exists to recover ACM and STCC litigation and estimated expenses equally from all customers, including customers within the incorporated and unincorporated areas of the South Texas Division, because the ACM and STCC participation in GUD No. 10669 resulted in this Unanimous Settlement Agreement, which benefits all such customers, and doing so is necessary in the interest of justice.
20. CenterPoint shall file annually, due on or before April 1, a rate case expense recovery report with the Railroad Commission of Texas, Oversight and Safety Division, referencing GUD No. 10669. The report shall include the amount of rate case expense recovered by month and the outstanding balance by month as set out in Rate Schedules RCE 13.1I and 13.1U. The Signatories agree to and propose the inclusion of the following Findings of Fact and Ordering Paragraph in the Final Order in this docket:
 - a. Finding of Fact: It is reasonable that CenterPoint, ACM, and STCC submit to Staff invoices reflecting actual rate case expenses with sufficient detail so that Staff can accurately audit such invoices for the purposes of reconciling estimated rate case expenses to actual rate case expenses. In no case shall the total actual expenses exceed the actual expenses submitted to the Commission as of March 2018, plus the approved estimated expenses of \$730,368.37.
 - b. Finding of Fact: It is reasonable that CenterPoint file an annual Rate Case Expense Report with Staff detailing the balance of actual plus estimated rate case expenses at the beginning of the annual period, the amount collected by customer class, and the ending or remaining balance within ninety (90) days after each calendar year end.
 - c. Ordering Paragraph: IT IS THEREFORE ORDERED that CenterPoint file an annual Rate Case Expense Report with Staff detailing recovery of rate case expenses as described in Finding of Fact ___ within ninety (90) days after each calendar year end until the calendar year end in which the rate case expenses are fully recovered.

21. The Signatories agree to and propose the inclusion of the following Ordering Paragraphs in the Final Order in this docket:
 - a. Ordering Paragraph: IT IS FURTHER ORDERED that within thirty (30) days of this Final Order, in accordance with 16 Tex. Admin. Code § 7.315, CenterPoint SHALL electronically file its rate schedules in proper form that accurately reflect the rates in Exhibit A approved in this Final Order.
 - b. Ordering Paragraph: IT IS FURTHER ORDERED that any incremental change in rates approved by this Final Order and implemented by CenterPoint shall be subject to refund unless and until CenterPoint's tariffs are electronically filed and accepted by the Gas Services Department in accordance with 16 Tex. Admin. Code § 7.315
22. For purposes of compromise and settlement, the affiliate expenses included in the black box amount above are recoverable consistent with the provisions in Section 104.055 of the Gas Utility Regulatory Act. Acceptance of the treatment of affiliate expenses is the product of compromise and settlement and is not of precedential value in any other proceeding.
23. The classes and number of customers affected by this Unanimous Settlement Agreement are identified on a city-by-city and unincorporated-area basis in Exhibit E.
24. The Signatories agree to support and seek Commission approval of this Unanimous Settlement Agreement. The Signatories further agree to make all efforts to present the Commission with this Unanimous Settlement Agreement at on or before May 22, 2018.
25. Except as may be allowed under Rule 408 of the Texas Rules of Evidence, the Signatories agree that all negotiations, discussions, and conferences related to the Unanimous Settlement Agreement are privileged and inadmissible to prove the validity or invalidity of any issue raised by or presented in the Statement of Intent to Increase Rates in the South Texas Division filed on November 16, 2017.
26. The Signatories agree that neither this Unanimous Settlement Agreement nor any oral or written statements made during the course of settlement negotiations may be used for any purpose other than as necessary to support the entry by the Commission of an order approving this Unanimous Settlement Agreement.
27. The Signatories agree that the terms of the Unanimous Settlement Agreement are interdependent and indivisible, and that if the Commission intends to enter an order that is inconsistent with this Unanimous Settlement Agreement, then any Signatory may withdraw without being deemed to have waived any procedural right or to have taken any substantive position on any fact or issue by virtue of that Signatory's entry into the Unanimous Settlement Agreement or its subsequent withdrawal and further agrees that CenterPoint's application to increase rates will be remanded for hearings.
28. The Signatories agree that this Unanimous Settlement Agreement is binding on each Signatory only for the purpose of settling the issues set forth herein and for no other purposes. The matters resolved herein are resolved on the basis of a compromise and

settlement. Except to the extent the Unanimous Settlement Agreement governs a Signatory's rights and obligations for future periods, this Unanimous Settlement Agreement shall not be binding or precedential upon a Signatory outside this proceeding. Each Signatory acknowledges that a Signatory's support of the matters contained in this Stipulation may differ from the position taken or testimony presented by it in other dockets or other jurisdictions. To the extent that there is a difference, a Signatory does not waive its position in any of those other dockets or jurisdictions. Because this is a stipulated resolution, no Signatory is under any obligation to take the same positions as set out in this Stipulation in other dockets or jurisdictions, regardless of whether other dockets present the same or a different set of circumstances, except as otherwise may be explicitly provided by this Stipulation. Agreement by the Signatories to any provision in this Stipulation will not be used against any Signatory in any future proceeding with respect to different positions that may be taken by that Signatory.

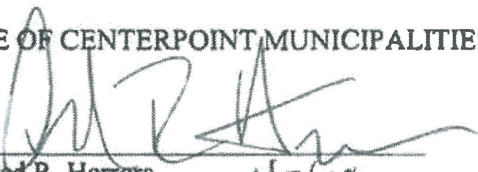
29. The provisions of this Stipulation are intended to relate to only the specific matters referred to herein. By agreeing to this Stipulation, no Signatory waives any claim it may otherwise have with respect to issues not expressly provided for herein. The Signatories further understand and agree that this Stipulation represents a negotiated settlement of all issues in this proceeding.
30. The Signatories agree that this Unanimous Settlement Agreement may be executed in multiple counterparts and may be filed with facsimile signatures.

Agreed to this 3rd day of April 2018.

CENTERPOINT ENERGY RESOURCES CORP.

By: 
Mark Santos
Attorney for CenterPoint Energy Resources Corp.

ALLIANCE OF CENTERPOINT MUNICIPALITIES

By: 
Alfred R. Herrera 4/3/18
Attorney for Alliance of CenterPoint Municipalities

SOUTH TEXAS COALITION OF CITIES

By: _____
Thomas Brocato
Attorney for South Texas Coalition of Cities

STAFF OF THE RAILROAD COMMISSION OF TEXAS

By: 
Natalie Dubiel
Attorney for Staff of the Railroad Commission of Texas

Agreed to this 3rd day of April 2018.

CENTERPOINT ENERGY RESOURCES CORP.

By: _____
Mark Santos
Attorney for CenterPoint Energy Resources Corp.

ALLIANCE OF CENTERPOINT MUNICIPALITIES

By: _____
Alfred R. Herrera
Attorney for Alliance of CenterPoint Municipalities

SOUTH TEXAS COALITION OF CITIES

By: Thomas Brocato, by permission
Thomas Brocato
Attorney for South Texas Coalition of Cities

STAFF OF THE RAILROAD COMMISSION OF TEXAS

By: _____
Natalie Dubiel
Attorney for Staff of the Railroad Commission of Texas

EXHIBIT A

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
RESIDENTIAL SERVICE
RATE SCHEDULE NO. R-2097-1**

APPLICATION OF SCHEDULE

This schedule is applicable to any customer in an incorporated area excluding a city that has ceded jurisdiction to the Commission in the South Texas Division to whom service is supplied in a single private dwelling unit and its appurtenances, the major use of which is for household appliances, and for the personal comfort and convenience of those residing therein.

Natural gas supplied hereunder is for the individual use of the customer at one point of delivery and shall not be resold or shared with others.

MONTHLY RATE

For bills rendered on and after the effective date of this rate schedule, the monthly rate for each customer receiving service under this rate schedule shall be the sum of the following:

(a) The Base Rate consisting of:

(1) Customer Charge – \$19.00

(2) Commodity Charge --

For customers billed at a 14.65 Pressure Base:

All Ccf @ 14.65 \$0.33613

For customers billed at a 14.95 Pressure Base:

All Ccf @ 14.95 \$0.34301

(b) Tax Adjustment – The Tax Adjustment will be calculated and adjusted periodically as defined in the Company's applicable Tax Adjustment Rate Schedule and Franchise Fee Adjustment Rate Schedule.

(c) Gas Cost Adjustment – The applicable Purchased Gas Adjustment (PGA) Rate – as calculated on a per Ccf basis and adjusted periodically under the applicable Purchased Gas Adjustment (PGA) Rate Schedule – for all gas used.

(d) Rate Case Expense Recovery - Rate Case Expense Recovery will be calculated and adjusted periodically as defined in the Company's applicable Rate Case Expense Recovery Rate Schedule.

(e) Hurricane Surcharge – Hurricane Surcharge will be calculated as defined in the Company's applicable Hurricane Surcharge Rate Schedule.

PAYMENT

Due date of the bill for service shall not be less than 15 days after issuance or such other period of time as may be provided by order of the regulatory authority. A bill for utility service is delinquent if unpaid by the due date.

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
RESIDENTIAL SERVICE
RATE SCHEDULE NO. R-2097-1**

RULES AND REGULATIONS

Service under this schedule shall be furnished in accordance with the Company's General Rules and Regulations, as such rules may be amended from time to time. A copy of the Company's General Rules and Regulations may be obtained from Company's office located at 1111 Louisiana Street, Houston, Texas.

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
RESIDENTIAL SERVICE
RATE SCHEDULE NO. R -2097-U**

APPLICATION OF SCHEDULE

This schedule is applicable to any customer in an unincorporated area or city that has ceded jurisdiction to the Commission in the South Texas Division to whom service is supplied in a single private dwelling unit and its appurtenances, the major use of which is for household appliances, and for the personal comfort and convenience of those residing therein. The cities that have ceded jurisdiction to the Commission in the South Texas Division include Beeville, Eagle Lake, El Campo, Floresville, Goliad, Hallettsville, Kenedy, New Braunfels, Nordheim, Palacios, Pleasanton, San Diego, San Marcos, Schertz, Seguin, Selma, Sinton, and Weimar.

Natural gas supplied hereunder is for the individual use of the customer at one point of delivery and shall not be resold or shared with others.

MONTHLY RATE

For bills rendered on and after the effective date of this rate schedule, the monthly rate for each customer receiving service under this rate schedule shall be the sum of the following:

(a) The Base Rate consisting of:

(1) Customer Charge – \$19.00

(2) Commodity Charge --

For customers billed at a 14.65 Pressure Base:

All Ccf @ 14.65 \$0.33613

For customers billed at a 14.95 Pressure Base:

All Ccf @ 14.95 \$0.34301

(b) Tax Adjustment – The Tax Adjustment will be calculated and adjusted periodically as defined in the Company's applicable Tax Adjustment Rate Schedule and Franchise Fee Adjustment Rate Schedule.

(c) Gas Cost Adjustment – The applicable Purchased Gas Adjustment (PGA) Rate – as calculated on a per Ccf basis and adjusted periodically under the applicable Purchased Gas Adjustment (PGA) Rate Schedule – for all gas used.

(d) Rate Case Expense Recovery - Rate Case Expense Recovery will be calculated and adjusted periodically as defined in the Company's applicable Rate Case Expense Recovery Rate Schedule.

(e) Hurricane Surcharge – Hurricane Surcharge will be calculated as defined in the Company's applicable Hurricane Surcharge Rate Schedule.

PAYMENT

Due date of the bill for service shall not be less than 15 days after issuance or such other period of time as may be provided by order of the regulatory authority. A bill for utility service is delinquent if unpaid by the due date.

RULES AND REGULATIONS

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
RESIDENTIAL SERVICE
RATE SCHEDULE NO. R -2097-U**

Service under this schedule shall be furnished in accordance with the Company's General Rules and Regulations, as such rules may be amended from time to time. A copy of the Company's General Rules and Regulations may be obtained from Company's office located at 1111 Louisiana Street, Houston, Texas.

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
GENERAL SERVICE-SMALL
RATE SCHEDULE NO. GSS-2097-I**

APPLICATION OF SCHEDULE

This schedule is applicable to natural gas service to any customer in an incorporated area excluding a city that has ceded jurisdiction to the Commission in the South Texas Division engaging in any business, professional or institutional activity, for all uses of gas, including cooking, heating, refrigeration, water heating, air conditioning, and power.

This schedule is applicable to any general service customer for commercial uses and industrial uses, except standby service, whose average monthly usage for the prior calendar year is 150,000 cubic feet or less. Natural gas supplied hereunder is for the individual use of the customer at one point of delivery and shall not be resold or shared with others.

MONTHLY RATE

For bills rendered on and after the effective date of this rate schedule, the monthly rate for each customer receiving service under this rate schedule shall be the sum of the following:

(a) The Base Rate consisting of:

(1) Customer Charge – \$25.00

(2) Commodity Charge –

For customers billed at a 14.65 Pressure Base:

All Ccf @ 14.65 \$0.16286

For customers billed at a 14.95 Pressure Base:

All Ccf @ 14.95 \$0.16620

(b) Tax Adjustment – The Tax Adjustment will be calculated and adjusted periodically as defined in the Company's applicable Tax Adjustment Rate Schedule and Franchise Fee Adjustment Rate Schedule.

(c) Gas Cost Adjustment – The applicable Purchased Gas Adjustment (PGA) Rate – as calculated on a per Ccf basis and adjusted periodically under the applicable Purchased Gas Adjustment (PGA) Rate Schedule – for all gas used.

(d) Rate Case Expense Recovery - Rate Case Expense Recovery will be calculated and adjusted periodically as defined in the Company's applicable Rate Case Expense Recovery Rate Schedule.

(e) Hurricane Surcharge – Hurricane Surcharge will be calculated as defined in the Company's applicable Hurricane Surcharge Rate Schedule.

PAYMENT

Due date of the bill for service shall not be less than 15 days after issuance or such other period of time as may be provided by order of the regulatory authority. A bill for utility service is delinquent if unpaid by the due date.

RULES AND REGULATIONS

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
GENERAL SERVICE-SMALL
RATE SCHEDULE NO. GSS-2097-I**

Service under this schedule shall be furnished in accordance with the Company's General Rules and Regulations, as such rules may be amended from time to time. A copy of the Company's General Rules and Regulations may be obtained from Company's office located at 1111 Louisiana Street, Houston, Texas.

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
GENERAL SERVICE-SMALL
RATE SCHEDULE NO. GSS-2097-U**

APPLICATION OF SCHEDULE

This schedule is applicable to natural gas service to any customer in an unincorporated area excluding a city that has ceded jurisdiction to the Commission in the South Texas Division engaging in any business, professional or institutional activity, for all uses of gas, including cooking, heating, refrigeration, water heating, air conditioning, and power. The cities that have ceded jurisdiction to the Commission in the South Texas Division include Beeville, Eagle Lake, El Campo, Floresville, Goliad, Hallettsville, Kenedy, New Braunfels, Nordheim, Palacios, Pleasanton, San Diego, San Marcos, Schertz, Seguin, Selma, Sinton, and Weimar.

This schedule is applicable to any general service customer for commercial uses and industrial uses, except standby service, whose average monthly usage for the prior calendar year is 150,000 cubic feet or less. Natural gas supplied hereunder is for the individual use of the customer at one point of delivery and shall not be resold or shared with others.

MONTHLY RATE

For bills rendered on and after the effective date of this rate schedule, the monthly rate for each customer receiving service under this rate schedule shall be the sum of the following:

(a) The Base Rate consisting of:

(1) Customer Charge – \$25.00

(2) Commodity Charge –

For customers billed at a 14.65 Pressure Base:

All Ccf @ 14.65 \$0.16286

For customers billed at a 14.95 Pressure Base:

All Ccf @ 14.95 \$0.16620

(b) Tax Adjustment – The Tax Adjustment will be calculated and adjusted periodically as defined in the Company's applicable Tax Adjustment Rate Schedule and Franchise Fee Adjustment Rate Schedule.

(c) Gas Cost Adjustment – The applicable Purchased Gas Adjustment (PGA) Rate – as calculated on a per Ccf basis and adjusted periodically under the applicable Purchased Gas Adjustment (PGA) Rate Schedule – for all gas used.

(d) Rate Case Expense Recovery - Rate Case Expense Recovery will be calculated and adjusted periodically as defined in the Company's applicable Rate Case Expense Recovery Rate Schedule.

(e) Hurricane Surcharge – Hurricane Surcharge will be calculated as defined in the Company's applicable Hurricane Surcharge Rate Schedule.

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
GENERAL SERVICE-SMALL
RATE SCHEDULE NO. GSS-2097-U**

PAYMENT

Due date of the bill for service shall not be less than 15 days after issuance or such other period of time as may be provided by order of the regulatory authority. A bill for utility service is delinquent if unpaid by the due date.

RULES AND REGULATIONS

Service under this schedule shall be furnished in accordance with the Company's General Rules and Regulations, as such rules may be amended from time to time. A copy of the Company's General Rules and Regulations may be obtained from Company's office located at 1111 Louisiana Street, Houston, Texas.

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
GENERAL SERVICE-LARGE VOLUME
RATE SCHEDULE NO. GSLV-628-I**

AVAILABILITY

This schedule is available at points on existing facilities of adequate capacity and suitable pressure in the area designated in the Rate Book of **CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS** (hereinafter called "Company").

APPLICATION OF SCHEDULE

This schedule is applicable to any general service customer in an incorporated area excluding a city that has ceded jurisdiction to the Commission in the South Texas Division for commercial uses and industrial uses whose average monthly usage for the prior calendar year is more than 150,000 cubic feet. Gas supplied hereunder is for the individual use of the Consumer at one point of delivery and shall not be resold or shared with others. If the Consumer has a written contract with Company, the terms and provision of such contract shall be controlling.

MONTHLY RATE

For bills rendered on and after the effective date of this rate schedule, the monthly rate for each customer receiving service under this rate schedule shall be the sum of the following:

(a) The Base Rate consisting of:

(1) Customer Charge – \$99.50

(2) Commodity Charge –

All Ccf @ 14.65 \$0.07647

(b) Tax Adjustment – The Tax Adjustment will be calculated and adjusted periodically as defined in the Company's applicable Tax Adjustment Rate Schedule and Franchise Fee Adjustment Rate Schedule.

(c) Gas Cost Adjustment – The applicable Purchased Gas Adjustment (PGA) Rate – as calculated on a per Mcf basis and adjusted periodically under the applicable Purchased Gas Adjustment (PGA) Rate Schedule – for all gas used.

(d) Rate Case Expense Recovery - Rate Case Expense Recovery will be calculated and adjusted periodically as defined in the Company's applicable Rate Case Expense Recovery Rate Schedule.

(e) Hurricane Surcharge – Hurricane Surcharge will be calculated as defined in the Company's applicable Hurricane Surcharge Rate Schedule.

WRITTEN CONTRACT

In order to receive a delivery from Company of more than 25 Mcf during any one day, the Consumer must execute a written contract with Company on Company's form of contract covering the sale of gas by Company to it. In the case

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
GENERAL SERVICE-LARGE VOLUME
RATE SCHEDULE NO. GSLV-628-I**

of existing Consumers, the maximum gas usage during any one day shall be obtained from the records of the Company, except in cases where the existing Consumer will be purchasing increased volumes of gas from Company because of expansions or for any other reasons, in which event the Company may estimate usage by such Consumer. Also in the case of new Consumers, the Company may estimate usage by the Consumer. Any such estimates made by Company shall be binding on Consumer in determining whether or not a contract is required. Such written contract shall be executed by Consumer upon request of Company and Company shall not be obligated to serve any such Consumer more than 25 Mcf during any one day until such written contract is executed and delivered by Consumer.

MEASUREMENT

The term "cubic foot of gas" for the purpose of measurement of the gas delivered and for all other purposes is the amount of gas necessary to fill a cubic foot of space when the gas is at an absolute pressure of 14.65 pounds per square inch and at a base temperature of sixty (60) degrees Fahrenheit.

The term "Mcf" shall mean 1,000 cubic feet of gas.

The Sales Unit shall be one Mcf.

Assumed Atmospheric Pressure - The average atmospheric pressure shall be assumed to be fourteen and seven-tenths (14.7) pounds per square inch, irrespective of actual elevation or location of the point of delivery above sea level or variation in such atmospheric pressure from time to time.

Orifice Meters - When orifice meters are used for the measurement of gas, such orifice meters shall be constructed and installed, and the computations of volume made, in accordance with the provisions of Gas Measurement Committee Report No. 3 of the American Gas Association as revised September, 1969 (A.G.A. Report No. 3), with any subsequent amendments or revisions which may be mutually acceptable.

The temperature of the gas shall be determined by a recording thermometer so installed that it may record the temperature of the gas flowing through the meter or meters. The average of the record to the nearest one (1) degree Fahrenheit, obtained while gas is being delivered, shall be the applicable flowing gas temperature for the period under consideration.

The specific gravity of the gas shall be determined by a recording gravitometer owned and operated by the pipeline company from whom Company purchases its gas, so installed that it may record the specific gravity of the gas flowing through the meter or meters; provided, however, that the results of spot tests made by the pipeline company with a standard type specific gravity instrument shall be used at locations where the pipeline company does not have a recording gravitometer in service. If the recording gravitometer is used, the average of the record to the nearest one-thousandth (0.001), obtained while gas is being delivered, shall be the applicable specific gravity of the gas for the period under consideration. If the spot test method is used, the specific gravity of the gas delivered hereunder shall be determined once monthly, the result obtained, to the nearest one-thousandth (0.001), to be applicable during the succeeding billing month.

Adjustment for the effect of supercompressibility shall be made according to the provisions of A.G.A. Report No. 3, hereinabove identified, for the average conditions of pressure, flowing temperature and specific gravity at which the

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
GENERAL SERVICE-LARGE VOLUME
RATE SCHEDULE NO. GSLV-628-I**

gas was measured during the period under consideration, and with the proportionate value of each carbon dioxide and nitrogen in the gas delivered included in the computation of the applicable supercompressibility factors. Company shall obtain appropriate carbon dioxide and nitrogen fraction values as may be required from time to time.

Positive Displacement Meters and Turbine Meters - When positive displacement meters and/or turbine meters are used for the measurement of gas, the flowing temperature of the gas metered shall be assumed to be sixty (60) degrees Fahrenheit, and no correction shall be made for any variation therefrom; provided however, that company shall have the option of installing a recording thermometer, and if company exercises such option, corrections shall be made for each degree variation in the applicable flowing temperature for the period under consideration.

The volumes of gas determined shall be adjusted for the effect of supercompressibility as follows:

- (A) When the flowing temperature of gas is assumed to be sixty (60) degrees Fahrenheit, the supercompressibility factor shall be the square of the factor, Fpv, computed in accordance with the principles of the A.G. A. Report No. 3, hereinabove identified, for a pure hydrocarbon gas of six-tenths (0.6) specific gravity and for the average pressure at which the gas was measured.
- (B) When the flowing gas temperature is recorded and applied according to the option above, the supercompressibility factor shall be the square of the factor, Fpv, computed in accordance with the principles of the American Gas Association Gas Measurement Committee Report No. 3, hereinabove identified, for a pure hydrocarbon gas of six-tenths (0.6) specific gravity and for the average conditions of pressure and flowing temperature at which the gas was measured.

SUPPLY INTERRUPTIONS

Total or partial interruption of gas deliveries due to acts of God, the elements, requirements for residential and other uses declared superior to Consumers by law, or to other causes or contingencies beyond the control of Company or not proximately caused by Company's negligence, shall not be the basis for claims-delivery and receipt of gas to be resumed whenever any such cause or contingency shall end.

CHARGES FOR UNAUTHORIZED OVER-RUN GAS

Any gas taken during any day by Consumer which exceeds the maximum daily quantity specified in Consumer's contract with Company shall be considered to be unauthorized over-run gas. Any gas taken by Consumer after the effective hour of an order calling for a complete curtailment of all gas deliveries, and prior to the authorized resumption of natural gas service, hereunder shall be considered to be unauthorized over-run gas. Any gas taken by Consumer after the effective hour of an order calling for a partial curtailment, and prior to the authorized resumption of natural gas service, which exceeds the stated amount of gas deliveries Consumer may take during such partial curtailment, shall be considered to be unauthorized over-run gas. Company shall bill, and Consumer shall pay for unauthorized over-run gas at the rate of \$10.00 per Mcf, in addition to the Monthly Rate specified herein for such gas. The payment of such additional charge for unauthorized over-run gas shall not, under any circumstances, be considered as giving the Consumer the right to take unauthorized over-run gas, nor shall such payment be considered to exclude or limit any other remedies available to Company against the Consumer for exceeding the maximum daily quantity specified in Consumer's contract with Company, or for failure to comply with curtailment orders issued by Company hereunder.

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
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RATE SHEET
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RATE SCHEDULE NO. GSLV-628-I**

The additional amount specified above charged for unauthorized over-run gas shall be adjusted, either plus or minus, to conform to the change made by Company's supplier in its rate schedule under which Company purchases its gas supply for resale under this schedule.

RULES AND REGULATIONS

Service under this schedule shall be furnished in accordance with the Company's General Rules and Regulations, as such rules may be amended from time to time. A copy of the Company's General Rules and Regulations may be obtained from Company's office located at 1111 Louisiana Street, Houston, Texas.

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
GENERAL SERVICE-LARGE VOLUME
RATE SCHEDULE NO. GSLV-628-U**

AVAILABILITY

This schedule is available at points on existing facilities of adequate capacity and suitable pressure in the area designated in the Rate Book of **CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS** (hereinafter called "Company").

APPLICATION OF SCHEDULE

This schedule is applicable to any general service customer in an unincorporated area or city that has ceded jurisdiction to the Commission in the South Texas Division for commercial uses and industrial uses whose average monthly usage for the prior calendar year is more than 150,000 cubic feet. Gas supplied hereunder is for the individual use of the Consumer at one point of delivery and shall not be resold or shared with others. If the Consumer has a written contract with Company, the terms and provision of such contract shall be controlling.

MONTHLY RATE

For bills rendered on and after the effective date of this rate schedule, the monthly rate for each customer receiving service under this rate schedule shall be the sum of the following:

(a) The Base Rate consisting of:

(1) Customer Charge – \$99.50

(2) Commodity Charge –

All Ccf @ 14.65 \$0.07647

(b) Tax Adjustment – The Tax Adjustment will be calculated and adjusted periodically as defined in the Company's applicable Tax Adjustment Rate Schedule and Franchise Fee Adjustment Rate Schedule.

(c) Gas Cost Adjustment – The applicable Purchased Gas Adjustment (PGA) Rate – as calculated on a per Mcf basis and adjusted periodically under the applicable Purchased Gas Adjustment (PGA) Rate Schedule – for all gas used.

(d) Rate Case Expense Recovery - Rate Case Expense Recovery will be calculated and adjusted periodically as defined in the Company's applicable Rate Case Expense Recovery Rate Schedule.

(e) Hurricane Surcharge – Hurricane Surcharge will be calculated as defined in the Company's applicable Hurricane Surcharge Rate Schedule.

WRITTEN CONTRACT

In order to receive a delivery from Company of more than 25 Mcf during any one day, the Consumer must execute a written contract with Company on Company's form of contract covering the sale of gas by Company to it. In the case

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
GENERAL SERVICE-LARGE VOLUME
RATE SCHEDULE NO. GSLV-628-U**

of existing Consumers, the maximum gas usage during any one day shall be obtained from the records of the Company, except in cases where the existing Consumer will be purchasing increased volumes of gas from Company because of expansions or for any other reasons, in which event the Company may estimate usage by such Consumer. Also in the case of new Consumers, the Company may estimate usage by the Consumer. Any such estimates made by Company shall be binding on Consumer in determining whether or not a contract is required. Such written contract shall be executed by Consumer upon request of Company and Company shall not be obligated to serve any such Consumer more than 25 Mcf during any one day until such written contract is executed and delivered by Consumer.

MEASUREMENT

The term "cubic foot of gas" for the purpose of measurement of the gas delivered and for all other purposes is the amount of gas necessary to fill a cubic foot of space when the gas is at an absolute pressure of 14.65 pounds per square inch and at a base temperature of sixty (60) degrees Fahrenheit.

The term "Mcf" shall mean 1,000 cubic feet of gas.

The Sales Unit shall be one Mcf.

Assumed Atmospheric Pressure - The average atmospheric pressure shall be assumed to be fourteen and seven-tenths (14.7) pounds per square inch, irrespective of actual elevation or location of the point of delivery above sea level or variation in such atmospheric pressure from time to time.

Orifice Meters - When orifice meters are used for the measurement of gas, such orifice meters shall be constructed and installed, and the computations of volume made, in accordance with the provisions of Gas Measurement Committee Report No. 3 of the American Gas Association as revised September, 1969 (A.G.A. Report No. 3), with any subsequent amendments or revisions which may be mutually acceptable.

The temperature of the gas shall be determined by a recording thermometer so installed that it may record the temperature of the gas flowing through the meter or meters. The average of the record to the nearest one (1) degree Fahrenheit, obtained while gas is being delivered, shall be the applicable flowing gas temperature for the period under consideration.

The specific gravity of the gas shall be determined by a recording gravitometer owned and operated by the pipeline company from whom Company purchases its gas, so installed that it may record the specific gravity of the gas flowing through the meter or meters; provided, however, that the results of spot tests made by the pipeline company with a standard type specific gravity instrument shall be used at locations where the pipeline company does not have a recording gravitometer in service. If the recording gravitometer is used, the average of the record to the nearest one-thousandth (0.001), obtained while gas is being delivered, shall be the applicable specific gravity of the gas for the period under consideration. If the spot test method is used, the specific gravity of the gas delivered hereunder shall be determined once monthly, the result obtained, to the nearest one-thousandth (0.001), to be applicable during the succeeding billing month.

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
GENERAL SERVICE-LARGE VOLUME
RATE SCHEDULE NO. GSLV-628-U**

Adjustment for the effect of supercompressibility shall be made according to the provisions of A.G.A. Report No. 3, hereinabove identified, for the average conditions of pressure, flowing temperature and specific gravity at which the gas was measured during the period under consideration, and with the proportionate value of each carbon dioxide and nitrogen in the gas delivered included in the computation of the applicable supercompressibility factors. Company shall obtain appropriate carbon dioxide and nitrogen fraction values as may be required from time to time.

Positive Displacement Meters and Turbine Meters - When positive displacement meters and/or turbine meters are used for the measurement of gas, the flowing temperature of the gas metered shall be assumed to be sixty (60) degrees Fahrenheit, and no correction shall be made for any variation therefrom; provided however, that company shall have the option of installing a recording thermometer, and if company exercises such option, corrections shall be made for each degree variation in the applicable flowing temperature for the period under consideration.

The volumes of gas determined shall be adjusted for the effect of supercompressibility as follows:

- (A) When the flowing temperature of gas is assumed to be sixty (60) degrees Fahrenheit, the supercompressibility factor shall be the square of the factor, F_{pv} , computed in accordance with the principles of the A.G. A. Report No. 3, hereinabove identified, for a pure hydrocarbon gas of six-tenths (0.6) specific gravity and for the average pressure at which the gas was measured.
- (B) When the flowing gas temperature is recorded and applied according to the option above, the supercompressibility factor shall be the square of the factor, F_{pv} , computed in accordance with the principles of the American Gas Association Gas Measurement Committee Report No. 3, hereinabove identified, for a pure hydrocarbon gas of six-tenths (0.6) specific gravity and for the average conditions of pressure and flowing temperature at which the gas was measured.

SUPPLY INTERRUPTIONS

Total or partial interruption of gas deliveries due to acts of God, the elements, requirements for residential and other uses declared superior to Consumers by law, or to other causes or contingencies beyond the control of Company or not proximately caused by Company's negligence, shall not be the basis for claims-delivery and receipt of gas to be resumed whenever any such cause or contingency shall end.

CHARGES FOR UNAUTHORIZED OVER-RUN GAS

Any gas taken during any day by Consumer which exceeds the maximum daily quantity specified in Consumer's contract with Company shall be considered to be unauthorized over-run gas. Any gas taken by Consumer after the effective hour of an order calling for a complete curtailment of all gas deliveries, and prior to the authorized resumption of natural gas service, hereunder shall be considered to be unauthorized over-run gas. Any gas taken by Consumer after the effective hour of an order calling for a partial curtailment, and prior to the authorized resumption of natural gas service, which exceeds the stated amount of gas deliveries Consumer may take during such partial curtailment, shall be considered to be unauthorized over-run gas. Company shall bill, and Consumer shall pay for unauthorized over-run gas at the rate of \$10.00 per Mcf, in addition to the Monthly Rate specified herein for such gas. The payment of such additional charge for unauthorized over-run gas shall not, under any circumstances, be considered as giving the Consumer the right to take unauthorized over-run gas, nor shall such payment be considered to exclude or limit any other remedies available to Company against the Consumer for exceeding the maximum daily quantity specified in Consumer's contract with Company, or for failure to comply with curtailment orders issued by Company hereunder.

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
GENERAL SERVICE-LARGE VOLUME
RATE SCHEDULE NO. GSLV-628-U**

The additional amount specified above charged for unauthorized over-run gas shall be adjusted, either plus or minus, to conform to the change made by Company's supplier in its rate schedule under which Company purchases its gas supply for resale under this schedule.

RULES AND REGULATIONS

Service under this schedule shall be furnished in accordance with the Company's General Rules and Regulations, as such rules may be amended from time to time. A copy of the Company's General Rules and Regulations may be obtained from Company's office located at 1111 Louisiana Street, Houston, Texas.

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
RATE CASE EXPENSE RECOVERY
RATE SCHEDULE NO. RCE-13.1-1**

APPLICATION OF SCHEDULE

This schedule is applicable to residential, general service-small, general service-large volume customers in the incorporated areas of the South Texas Division impacted by the Company's Statement of Intent to Increase Rates filed on November 16, 2017, GUD No. 10669.

This rate schedule is for the recovery of rate case expense ("RCE") and shall be in effect beginning on or after May 22, 2018, for a twenty-four (24) month period or until all approved expenses are collected.

Any over-recovery associated with this surcharge shall be returned to customers through the Purchased Gas Adjustment (PGA) tariff.

MONTHLY RATE RECOVERY FACTOR:

Residential	\$0.21 per bill
General Service-Small	\$0.21 per bill
General Service-Large	\$0.22 per bill

RULES AND REGULATIONS

Service under this schedule shall be furnished in accordance with the Company's General Rules and Regulations, as such rules may be amended from time to time. A copy of the Company's General Rules and Regulations may be obtained from Company's office located at 1111 Louisiana Street, Houston, Texas.

COMPLIANCE

The Company will file annually, due on the 1st of each November, a rate case recovery report with the Railroad Commission of Texas ("Commission"), Oversight and Safety Division, referencing GUD No. 10669. The report shall detail the balance of actual plus estimated rate case expenses at the beginning of the annual period, the amount collected by customer class, and the ending or remaining balance within ninety (90) days after each calendar year end.

Reports for the Commission should be filed electronically at GUD_Compliance @rrc.texas.gov or at the following address:

Compliance Filings
Oversight and Safety Division
Gas Services Department
Railroad Commission of Texas
P.O. Box 12967
Austin, Texas 78711-2967

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
RATE CASE EXPENSE RECOVERY
RATE SCHEDULE NO. RCE-13.1-U**

APPLICATION OF SCHEDULE

This schedule is applicable to residential, general service-small, general service-large volume customers in the unincorporated areas of the South Texas Division impacted by the Company's Statement of Intent to Increase Rates filed on November 16, 2017, GUD No. 10669.

This rate schedule is for the recovery of rate case expense ("RCE") and shall be in effect beginning on or after May 22, 2018, for a twenty-four (24) month period or until all approved expenses are collected.

Any over-recovery associated with this surcharge shall be returned to customers through the Purchased Gas Adjustment (PGA) tariff.

MONTHLY RATE RECOVERY FACTOR:

Residential	\$0.21 per bill
General Service-Small	\$0.21 per bill
General Service-Large	\$0.22 per bill

RULES AND REGULATIONS

Service under this schedule shall be furnished in accordance with the Company's General Rules and Regulations, as such rules may be amended from time to time. A copy of the Company's General Rules and Regulations may be obtained from Company's office located at 1111 Louisiana Street, Houston, Texas.

COMPLIANCE

The Company will file annually, due on the 1st of each November, a rate case recovery report with the Railroad Commission of Texas ("Commission"), Oversight and Safety Division, referencing GUD No. 10669. The report shall detail the balance of actual plus estimated rate case expenses at the beginning of the annual period, the amount collected by customer class, and the ending or remaining balance within ninety (90) days after each calendar year end.

Reports for the Commission should be filed electronically at GUD_Compliance @rrc.texas.gov or at the following address:

Compliance Filings
Oversight and Safety Division
Gas Services Department
Railroad Commission of Texas
P.O. Box 12967
Austin, Texas 78711-2967

CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
HURRICANE SURCHARGE
RATE SCHEDULE NO. HS-2

APPLICATION OF SCHEDULE

The Hurricane Surcharge ("Hurricane") rate as set forth in section (B) below is for the recovery of restoration expenses incurred by the Company as a direct result of a Hurricane and not recoverable from any other source. These restoration expenses include insurance deductibles under the property damage and business interruption policies. The Hurricane rate identified in this rate schedule shall apply to all standard rate customers of CenterPoint Energy Texas Gas South Texas Division. The standard rate customers are defined as the residential, general service-small, and general service-large volume customers of the South Texas Division.

(B) HURRICANE RATE

The monthly charge amounts shall be collected volumetrically in accordance with the following factors:

Residential	\$0.01026 per Ccf at 14.65 pressure base
Residential	\$0.01047 per Ccf at 14.95 pressure base
General Service-Small	\$0.01026 per Ccf at 14.65 pressure base
General Service-Small	\$0.01047 per Ccf at 14.95 pressure base
General Service-Large	\$0.01026 per Ccf at 14.65 pressure base

Any refunds due to recovery of expense from insurance proceeds shall be refunded on the same allocation basis described above.

EFFECTIVE DATES

Hurricane Rider to be effective beginning on or after May 22, 2018.

This rate will be in effect until all approved and expended Hurricane costs are recovered under the applicable rate schedules. This Rider does not limit the legal rights and duties of the Cities and is subject to all applicable laws and orders and the Company's rules and regulations on file with the regulatory authority.

This rate will be in effect until all approved Hurricane charges are recovered from the applicable customer classes as documented in the compliance filing on the Hurricane Surcharge for GUD No. 10669. This tariff expires upon collection of \$675,992.

Any over-recovery associated with this surcharge shall be returned to customers through the Purchased Gas Adjustment (PGA) tariff.

COMPLIANCE

The Company will file annually, due on the 1st of each November, a report with the Railroad Commission of Texas ("Commission"), Oversight and Safety Division, referencing GUD No. 10669. The report shall detail the amount recovered by month and the outstanding balance by month.

Reports for the Commission should be filed electronically at GUD_Compliance @rrc.texas.gov or at the following address:

Compliance Filings
 Oversight and Safety Division
 Gas Services Department

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
HURRICANE SURCHARGE
RATE SCHEDULE NO. HS-2**

Railroad Commission of Texas
P.O. Box 12967
Austin, Texas 78711-2967

Upon final settlement with the insurance company, CenterPoint shall file a copy of the final settlement statement from the insurance company regarding claims for Hurricane Harvey. All insurance proceeds received under this policy shall be deducted from the amount allowed to be collected. If over-collected, a refund is required through the PGA as a reconciling item.

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SOUTH TEXAS DIVISION
RATE SHEET
SCHEDULE OF MISCELLANEOUS SERVICE CHARGES
RATE SCHEDULE NO. MISC-18**

GAS SERVICE

1.	Institution of service to residential or general service	\$40
	After-hours surcharge for each after-hours service call*	\$47
2.	Restore service after termination for non-payment, cut-off by Customer or agent or for convenience of Customer	\$40
	After-hours surcharge for each after-hours service call*	\$47
3.	Turning off service to active meter (per trip) – Exception: No charge if account is finalled.	\$20
	After-hours surcharge for each after-hours service call*	\$47
4.	Special meter test at customer's request (see General Rules and Regulations for special situations) – same customer at same location is allowed one (1) test free of charge every four (4) years	\$15
5.	Change customer meter if requested by Customer (Does not include changes due to meter failure and/or meter being more than nominally defective, as described in General Rules and Regulations.)	\$55
6.	Change residential meter location or re-route residential service: Minimum charge	\$350
	Install each additional meter on a Customer's service line	\$55
7.	Service Connection Charge – See General Rules and Regulations, Section 5(a), relating to Service Connection	Not Applicable
8.	Disconnect service at main	\$300
	(Plus any costs arising out of any city ordinance or regulation governing work in roadways)	
9.	Restore service at main for any purpose necessitated by customer including, but not limited to, installation of equipment requested by a Customer	\$300
10.	Temporary transfer of individually metered multi-family service from vacating tenant to apartment complex owner. (Applicable to read and transfer transactions only. Precedent written agreement required.)	No Charge

*For same day service outside the hours of 8:00 A.M. to 5:00 P.M. CT Monday – Friday, and for any service on weekends, and for any service on all Company designated holidays.

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SCHEDULE OF MISCELLANEOUS SERVICE CHARGES
RATE SCHEDULE NO. MISC-18**

OTHER CHARGES

- | | | |
|-----|--|------|
| 11. | Gas Main Extensions – See General Rules and Regulations, Section 5(c), relating to Gas Main Extensions. | |
| 12. | Collection call - trip charge (For each trip other than when a customer is charged under miscellaneous service item no. 3 – “Turning off service to active meter”) | \$20 |
| 13. | Returned check | \$20 |

DEPOSITS

Up to the maximum amount allowed under the Railroad Commission of Texas Quality of Service Rule §7.45(5)(C)(ii) (the "one-sixth rule"). If there is no billing history on the customer's account, then the one-sixth rule will be applied to the Customer's account based on similarly-situated customers located in the geographic area.

TAX ADJUSTMENT

The Tax Adjustment will be calculated and adjusted periodically as defined in the Company's Tax Adjustment Rate Schedule and Franchise Fee Adjustment Rate Schedule.

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RATE SHEET
TAX ADJUSTMENT
RATE SCHEDULE NO. FFA-10**

The Customers shall reimburse the Company for the Customers' proportionate part of any tax, charge, impost, assessment or fee of whatever kind and by whatever name (except ad valorem taxes and income taxes) levied upon the Company by any governmental authority under any law, rule, regulation, ordinance, or agreement (hereinafter referred to as "the Tax"). If the law, rule, regulation, ordinance, or agreement levying the Tax specifies a method of collection from Customers, then the method so specified shall be utilized provided such method results in the collection of taxes from the Customers equal to the taxes levied on the Company. If no method of collection is specified, then the Company shall collect an amount calculated as a percentage of the Customers' bills applicable directly to those Customers located solely within the jurisdiction imposing the tax and/or within the jurisdiction where the tax is applicable. The percentage shall be determined so that the collection from Customers within the Company's different legal jurisdictions (municipal or otherwise defined) encompassing the South Texas Division is equal to the taxes levied on the Company.

The initial Tax Adjustment Rate shall be based on the Taxes that are levied upon the Company on the effective date of this Rate Schedule. The Company will initiate a new or changed Tax Adjustment Rate beginning with the billing cycle immediately following the effective date of the new or changed Tax as specified by the applicable law, rule, regulation, ordinance, or agreement, provided that the Company has the customer billing data necessary to bill and collect the Tax. If at any time there is a significant change that will cause an unreasonable over or under collection of the Tax, the Company will adjust the Tax Adjustment Rate so that such over or under collection will be minimized. The Tax Adjustment Rate (calculated on a per Ccf or per Mcf basis, as appropriate) shall be reported to the applicable governmental authority by the last business day of the month in which the Tax Adjustment Rate became effective.

APPLICATION

Applicable to Customers inside the corporate limits of an incorporated municipality that imposes a municipal franchise fee upon Company for the Gas Service provided to Customer.

MONTHLY ADJUSTMENT

Company will adjust Customer's bill each month in an amount equal to the municipal franchise fees payable for the Gas Service provided to Customer by Company. Municipal franchise fees are determined by each municipality's franchise ordinance. Each municipality's franchise ordinance will specify the percentage and applicability of franchise fees.

RAILROAD COMMISSION REPORTING

CenterPoint shall maintain on file with the Railroad Commission of Texas a current listing of Cities and applicable franchise fees. Reports should be filed electronically at GUD_Compliance@rrc.texas.gov or at the following address:

Compliance Filing Oversight and Safety Division, Gas Services
Railroad Commission of Texas
P.O. Drawer 12967
Austin, TX 78711-2967

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AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
PURCHASED GAS ADJUSTMENT
RATE SCHEDULE NO. PGA-16**

This Cost of Gas Clause shall apply to all general service rate schedules of CenterPoint Energy Entex in the South Texas Division ("the Company").

A. DEFINITIONS

1. **Cost of Purchased Gas (G):** The Company's best estimate of the cost of natural gas (per Mcf) to be purchased for resale hereunder during the period that the PGA Rate is to be effective. The cost of natural gas shall include the cost of gas supplies purchased for resale hereunder, upstream transportation capacity charges, storage capacity charges, the cost of gas withdrawn from storage less the cost of gas injected into storage, and any transaction-related fees, gains or losses and other transaction costs associated with the use of various financial instruments used by the Company to stabilize prices. Any costs associated with the use of financial instruments entered into after March 1, 2018, shall be approved in advance and in writing by the Director of the Oversight and Safety Division of the Commission.
2. **Purchase/Sales Ratio (R):** A ratio determined by dividing the total volumes purchased by the Company for general service customers for the twelve (12) month period ending the preceding August 31 Production Month by the sum of the volumes sold to general service customers during the same period. For the purpose of this computation, all volumes shall be stated at 14.65 p.s.i.a. Such ratio as determined shall in no event seek to recover more than 5% lost and unaccounted for gas loss unless expressly authorized by the applicable regulatory authority.
3. **Production Month:** The month that gas cost related activities are completed.
4. **Accounting Month:** The month gas related activities are posted on the books and records of the Company.
5. **Commodity Cost:** The Cost of Purchased Gas multiplied by the Purchase Sales Ratio.
6. **Purchased Gas Adjustment (PGA):** The rate per billing unit or the total calculation under this Cost of Gas Clause, consisting of the commodity cost, a reconciliation component (RC) and related fees and taxes.

$$\text{PGA Rate (per Mcf sold)} = [(G * R) \pm RC] \text{ rounded to the nearest } \$0.0001$$

$$\text{PGA Rate (per Ccf sold)} = \text{PGA Rate (per Mcf sold)} \div 10$$
7. **General Service Customer:** residential, small commercial and large volume Customers.
8. **Reconciliation Audit:** An annual review of the Company's books and records for each twelve month period ending with the May Production Month to determine the amount of over or under collection occurring during such twelve month period. The audit shall determine:
 - a. the total amount paid for gas purchased by the Company to provide service to its general service customers during the period;
 - b. the revenues received from operation of the provisions of this Cost of Gas Clause
 - c. the total amount of refunds made to customers during the period and any other revenues or credits received by the Company as a result of gas purchases or operation of this Cost of Gas Clause;
 - d. an adjustment, if necessary, for lost and unaccounted for gas during the period identified in A2 in excess of five (5) percent of purchases;
 - e. The Company shall seek review and approval from the Commission for any Federal Energy Regulatory Commission (FERC) Intervention costs incurred for the benefit of customers prior to their inclusion in the cost of gas calculation. Those costs are limited to reasonable non-employee experts, non-employee attorney fees and prudently incurred travel expenses;
 - f. the gas cost portion of bad debt expense;

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- g. schedule of reconciliation items related to over-recoveries of surcharges previously approved by the Railroad Commission; and
 - h. other amounts properly credited to the cost of gas not specifically identified herein.
9. **Reconciliation Component (RC):** The amount to be returned to or recovered from customers each month from the August billing cycle through July billing cycle as a result of the Reconciliation Audit.
10. **Reconciliation Account:** The account maintained by the Company to assure that over time it will neither over nor under collect revenues as a result of the operation of this Cost of Gas Clause. Entries shall be made monthly to reflect but not necessarily limited to:
- a. the total amounts paid to the Company's supplier(s) for gas applicable to general service customers as recorded on the Company's books and records;
 - b. any upstream transportation charges;
 - c. the cost of gas withdrawn from storage less the cost of gas injected into storage;
 - d. fixed storage charges;
 - e. the revenues produced by the operation of this Cost of Gas Clause; and
 - f. refunds, payments, or charges provided for herein or as approved by the regulatory authority;
 - g. The Company shall seek review and approval from the Commission for any Federal Energy Regulatory Commission (FERC) Intervention costs incurred for the benefit of customers prior to their inclusion in the cost of gas calculation. Those costs are limited to reasonable non-employee experts, non-employee attorney fees and prudently incurred travel expenses;
 - h. the gas cost portion of bad debt expense;
 - i. schedule of reconciliation items related to over-recoveries of surcharges previously approved by the Railroad Commission; and
 - j. other amounts properly credited to the cost of gas not specifically identified herein.
11. **Carrying Charge for Gas in Storage:** A return on the Company's investment for gas in storage.

B. COST OF GAS = Purchased Gas Adjustment (PGA)

In addition to the cost of service as provided under its general service rate schedule(s), the Company shall bill each general service customer for the Cost of Gas incurred during the billing period. The Cost of Gas shall be clearly identified on each Customer bill.

C. DETERMINATION AND APPLICATION OF THE RECONCILIATION COMPONENT

If the Reconciliation Audit reflects either an over recovery or under recovery of revenues, such amount, plus or minus the amount of interest calculated pursuant to Section D below, if any, shall be divided by the general service sales volumes, adjusted for the effects of weather and growth, for the last preceding August billing cycle through July billing cycle. The Reconciliation Component so determined to collect any revenue shortfall or to return any excess revenue shall be applied for a twelve month period beginning with the next following August billing cycle and continuing through the next following July billing cycle at which time it will terminate until a new Reconciliation Component is determined.

D. PAYMENT FOR USE OF FUNDS

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Concurrently with the Reconciliation Audit, the Company shall determine the amount by which the Cost of Gas was over or under collected for each month within the period of audit. If the sum of the monthly balances reflects an over collection during the period, the Company shall credit into the Reconciliation Account during August an amount equal to the average annual balance multiplied by 6%.

If the sum of the monthly balances reflects an under collection during the period, the Company shall debit into the Reconciliation Account during August an amount equal to the average annual balance multiplied by 6%.

E. CARRYING CHARGE FOR GAS IN STORAGE

A carrying charge for gas in storage will be calculated based on the arithmetic average of the beginning and ending balance of gas in storage inventory for the prior calendar month times the pre-tax rate of return as determined in GUD No. 10669 and will be reflected on the customer's bill.

F. SURCHARGE OR REFUND PROCEDURES

In the event that the rates and charges of the Company's supplier are retroactively reduced and a refund of any previous payments is made to the Company, the Company shall make a similar refund to its general service customers. Similarly, the Company may surcharge its general service customers for retroactive payments made for gas previously delivered into the system. The entire amount of refunds or charges shall be entered into the Reconciliation Account as they are collected from or returned to the customers.

For the purpose of this Section the entry shall be made on the same basis used to determine the refund or charge component of the Cost of Gas and shall be subject to the calculation set forth in Section D, Payment for Use of Funds, above.

G. COST OF GAS STATEMENT

The Company shall file a copy of the Cost of Gas Statement with the Regulatory Authority by the beginning of each billing month. (The Company shall file such initial Statement as soon as is reasonably possible.) The Cost of Gas Statement shall set forth:

1. the Cost of Purchased Gas;
2. that cost multiplied by the Purchase/Sales Ratio;
3. the amount of the cost of gas caused by any surcharge or refund;
4. the Reconciliation Component;
5. the Cost of Gas which is the total of items (2) through (4); and
6. the Carrying Charge for Gas in Storage.

The statement shall include all data necessary for the Customers and Regulatory Authority to review and verify the calculation of the Cost of Gas and the Carrying Charge for Gas in Storage. The date on which billing using the Cost of Gas and the Carrying Charge for Gas in Storage is to begin (bills prepared) is to be specified in the statement.

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H. ANNUAL RECONCILIATION REPORT

The Company shall file an annual report with the Regulatory Authority which shall include but is not necessarily limited to:

1. A tabulation of volumes of gas purchased and costs incurred listed by account or type of gas, supplier and source by month for the twelve months ending with the May Production Month will be available upon request;
2. A tabulation of gas units sold to general service customers and related Cost of Gas Clause revenues for the twelve month period ending with the May Production Month will be available upon request;
3. A tabulation of any amounts properly credited against Cost of Gas; and
4. A summary of all other costs and refunds made during the year and the status of the Reconciliation Account. This report shall be filed concurrently with the Cost of Gas Statement for August.

The Annual Report shall be filed in a format similar to the example format that follows.

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RATE SCHEDULE NO. PGA-16**

**ANNUAL RECONCILIATION REPORT
TWELVE MONTH ENDING**

A. COST OF PURCHASED GAS				B. COST OF GAS REVENUE			
TOTAL PURCHASES				TOTAL SALES			
		Mcf @ 14.65	\$ Dollars			Mcf @ 14.65	\$ Dollars
Prior Period Adjustments		-	\$	Prior Period Adjustments		-	\$
Year Month 1		-	-	Year Month 1		-	-
Year Month 2		-	-	Year Month 2		-	-
Year Month 3		-	-	Year Month 3		-	-
Year Month 4		-	-	Year Month 4		-	-
Year Month 5		-	-	Year Month 5		-	-
Year Month 6		-	-	Year Month 6		-	-
Year Month 7		-	-	Year Month 7		-	-
Year Month 8		-	-	Year Month 8		-	-
Year Month 9		-	-	Year Month 9		-	-
Year Month 10		-	-	Year Month 10		-	-
Year Month 11		-	-	Year Month 11		-	-
Year Month 12		-	-	Year Month 12		-	-
Total		-	\$	Total		-	\$

12 months Average (O/I) Balance 5

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**ANNUAL RECONCILIATION REPORT
TWELVE MONTH ENDING**

D. SALES VOLUMES

		Actual Mcf @ 14.65	Normalized Mcf @ 14.65
Year	Month 1	-	-
Year	Month 2	-	-
Year	Month 3	-	-
Year	Month 4	-	-
Year	Month 5	-	-
Year	Month 6	-	-
Year	Month 7	-	-
Year	Month 8	-	-
Year	Month 9	-	-
Year	Month 10	-	-
Year	Month 11	-	-
Year	Month 12	-	-
Total		-	-

E. Interest on PGA Balance

12 months Average (O)/U Balance	\$	-
Interest Rate		6.00%
Total Interest on (O)/U Balance	\$	-

F. Reconciliation Component

Cumulative (O)/U Balance	\$	-
Total Current Interest on (O)/U Balance	\$	-
Total	\$	-

Divided By:
Sales Volume¹

RECONCILIATION COMPONENT	\$0.0000 Per Mcf
RECONCILIATION COMPONENT	\$0.0000 Per Ccf

1) Normalized volume for South Texas Correction Factor

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APPLICABLE TO NATURAL GAS SERVICE IN TEXAS
FOR JURISDICTIONS FOR WHICH TARIFF IS APPROVED ON OR AFTER NOVEMBER 16, 2017**

1. DEFINITIONS

- (a) "Consumer", "Customer" and "Applicant" are used interchangeably and mean a person or organization utilizing services or who wants to utilize services of CENTERPOINT ENERGY ENTEX.
- (b) "Company" means CENTERPOINT ENERGY ENTEX, its successors and assigns.
- (c) "Cubic Foot of Gas": Unless otherwise expressly provided by rate schedule or written contract (or agreement), the amount of gas necessary to fill one (1) cubic foot of space when the gas is at a gauge pressure of four (4) ounces above atmospheric pressure and/or in the event that the gas delivered to the Consumer is measured at a pressure in excess of four (4) ounces per square inch gauge, the measurement of gas shall be on the same basis as that outlined in the rate schedules for Large Volume Natural Gas Service.
- (d) "Service Line": The pipe and attached fittings which convey gas from Company's mains up to and including the stopcock on the riser for the Consumer's meter.
- (e) "Consumer's Housepiping": All pipe and attached fittings which convey gas from the outlet side of the meter to the Consumer's connection for gas appliances.
- (f) "Point of Delivery": The point where the gas is measured for delivery into Consumer's housepiping.
- (g) "Commission": Railroad Commission of Texas.

2. APPLICATION OF RULES

- (a) Unless otherwise expressly stated, these rules apply to all Consumers regardless of classification, except insofar as they are changed by or are in conflict with any statute of the State of Texas, enforceable municipal ordinance, applicable valid final order of any court or of the Commission, or written contract executed by Company, in which case such statute, order or contract shall control to the extent that it is applicable to the Consumer(s) in question. Whenever possible, these rules shall be construed harmoniously with such laws, contracts, ordinances, and orders.
- (b) The use of gas service shall constitute an agreement by the Consumer to utilize such service in accordance with the applicable rules of the Company as set forth herein.
- (c) These rules, and all subsequently enacted rules, may be abrogated, modified, or added to in whole or in part, by the Company and such rules as abrogated, modified, or added to, shall become effective when filed with the appropriate regulatory authority.

3. CLASSIFICATION FOR RATE AND CONTRACT PURPOSES

For purposes of determining rates, Consumers shall be classified as either Residential, Commercial or Large Volume Consumers as defined in Company's applicable rate schedules. Service by Company to Consumers classified herein as Residential and Commercial is available without a written contract between Consumer

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and Company at the standard rates and charges applicable to such Consumers from time to time. Company shall have no obligation to deliver more than 25,000 cubic feet of gas in any day to any Consumer not having a written gas sales contract with Company. A contract may be required from Large Volume Consumers using less than 25,000 cubic feet per day, provided this requirement shall be uniformly applied to all such Consumers within each municipal rate jurisdiction. In the case of existing Consumers, the maximum gas usage during any one day shall be obtained from records of the Company, except in cases where the existing Consumer will be purchasing increased volumes of gas from Company because of expansions or for any other reason, in which event the Company may estimate usage by such Consumer. Also in the case of new Consumers, the Company may estimate usage by the Consumer. Any such estimates made by Company shall be binding on Consumer in determining rate classification and whether or not a contract is required. Company's obligation to provide service to any Large Volume Consumer is contingent upon Company's determination that there will be an adequate supply of gas to serve such Large Volume Consumer, and that existing facilities are of adequate capacity and suitable pressure.

4. LIMITATION OF USE

All gas delivered through Company's meters is for use only at the point of delivery and shall not be redelivered or resold to others without Company's written consent.

5. SERVICE CONNECTIONS

- (a) **Service Connection:** Unless otherwise prohibited by applicable ordinance or rule, the Company may require, on a consistent and non-discriminatory basis, prepayment, reimbursement, or adequate security for some or all costs (including, but not limited to, materials, labor, or allocated overhead, permit costs and right-of-way acquisition costs) of extending its existing system to serve a new customer.
- (b) **Service Line:** Company shall install and maintain all service lines and to the extent permitted by applicable ordinance shall be entitled to make a reasonable charge for such installation. A service line may be used to supply a single building or single group of buildings which may or may not be located on a single lot, such as a group of factory buildings, hospital buildings, or institutional buildings, all under one (1) ownership or control. However, gas service supplied to Consumer for use on separate lots physically divided by other private or public property (including streets, alleys and other public ways) must be supplied through separate service lines and be separately metered and billed. More than one service line to supply a Consumer's premises may be constructed by agreement between Company and Consumer.
- (c) **Housepiping:** Consumer shall be responsible for installing and maintaining Consumer's housepiping. Company may refuse service to any consumer whose housepiping is inadequate or unsafe, but Company shall have no responsibility for determining whether or not Consumer has complied with applicable safety codes, inspecting Consumer's housepiping or in any way establishing or enforcing housepiping specifications.
- (d) **Gas Main Extensions:** Company shall extend its gas mains to provide new or additional service as set out in the applicable franchise, or where there is no franchise provision a total distance of one hundred (100) feet of pipe not to exceed two (2) inches in diameter. Gas main extensions of a

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greater distance or size than that specified above shall be made at Company's expense only where the probable expected use of all facilities necessary for such service will provide a reasonable and compensatory return to Company on the value of such facilities. Otherwise, gas main extensions shall be made only under the following conditions:

- (1) Individual Residential and Commercial Consumers upon execution of a special agreement providing for reimbursement to Company for the cost of the necessary gas main extension.
- (2) Developers of residential or business subdivisions upon execution of Company's form "Predevelopment Gas Main Extension Contract," or under special circumstances where, in Company's opinion, such forms are not appropriate, upon execution of a special agreement providing for reimbursement to Company for cost of the necessary gas main extension.
- (3) Large Volume Consumers upon execution of a special agreement providing for reimbursement to Company for the cost of the necessary gas main extension.

6. CHARGES RELATING TO GAS SERVICE

Utility charges for services other than delivering natural gas may be made in accordance with the Schedules of Miscellaneous Service Charges filed with the appropriate regulatory authorities.

7. APPLICATION FOR SERVICE

Where no written contract for service is necessary, an application by telephone or online via the Company's website may be made to request initiation of service. Upon request, Consumer shall provide information necessary for purposes of rate classification, billing, and determining whether a deposit will be required.

8. REFUSAL TO INSTITUTE SERVICE AND TERMINATION OF SERVICE

- (a) Refusal of service.
 - (1) Compliance by applicant. The Company may decline to serve an applicant for whom service is available from previously installed facilities until such applicant has complied with the state and municipal rules, regulations or laws, and with approved rules and regulations of the Company on file with the appropriate regulatory authority governing the service applied for, or for the following reasons:
 - (A) the applicant's installation or equipment is known to be hazardous or of such character that satisfactory service cannot be given;
 - (B) the applicant is indebted to any company for the same kind of service as that applied for; provided, however, that in the event the indebtedness of the applicant for service is in dispute, the applicant shall be served upon complying with the applicable deposit requirement;

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- (C) the applicant refuses to make a deposit if applicant is required to make a deposit under these rules;
 - (D) where an unsafe condition exists at any point on Consumer's premises;
 - (E) for use of gas in violation of Company's rules;
 - (F) in the event Company's representatives are refused access to such premises for any lawful purpose;
 - (G) when Company's property on the Consumer's premises is tampered with, damaged, or destroyed;
- (2) Applicant's recourse. In the event that the Company shall refuse to serve an applicant under the provisions of these rules, the Company shall inform the applicant of the basis of its refusal and that the applicant may file a complaint with the appropriate regulatory authority thereon.
- (3) Insufficient grounds for refusal to serve. Except in cases where the Company identifies fraud in connection with a service request, the following shall not constitute sufficient cause for refusal of service to a present residential or commercial customer or applicant:
- (A) delinquency in payment for service by a previous occupant of the premises to be served;
 - (B) failure to pay for merchandise or charges for non-utility service purchased from the Company;
 - (C) failure to pay a bill to correct previous underbilling due to misapplication of rates more than six (6) months prior to the date of application;
 - (D) violation of the Company's rules pertaining to the operation of nonstandard equipment of unauthorized attachments, which interfere with the service of others, unless the customer has first been notified and been afforded reasonable opportunity to comply with these rules;
 - (E) failure to pay a bill of another Customer as guarantor thereof, unless the guarantee was made in writing to the Company as a condition precedent to service; and
 - (F) failure to pay the bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill.

(b) Discontinuance of service.

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- (1) Bills are due and payable when rendered; the bill shall be past due not less than fifteen (15) days after issuance or such other period of time as may be provided by order of the regulatory authority. A bill for utility service is delinquent if unpaid by the due date.
- (2) The Company may offer an inducement for prompt payment of bills by allowing a discount in the amount of five percent (5%) for payment within ten (10) days of their issuance. In the event of any inconsistency between these Rules and Regulations and the applicable rate tariff, the rate tariff shall control.
- (3) A Customer's utility service may not be terminated unless the Company has made a reasonable effort to offer the customer the option of paying a delinquent bill in installments. A customer's utility service may be disconnected if the bill has not been paid or a suitable written arrangement for payment in installments entered into within five (5) working days after the bill has become delinquent and if proper notice has been given. Proper notice shall consist of a mailing or hand delivery at least five working days prior to a stated date of disconnection. Said notice shall be provided in English and Spanish as necessary and shall include:
 - (A) the words "Disconnect Notice" or similar language prominently displayed;
 - (B) the reason service is to be terminated;
 - (C) what Customer must do to prevent termination;
 - (D) in the case of a past-due bill, the amount past due and the hours, address, and telephone number where payment may be made;
 - (E) a statement that if a health or other emergency exists, the Company may be contacted concerning the nature of the emergency and the relief available, if any, to meet such emergency; and
 - (F) the date of termination.
- (4) Utility service may be disconnected for any of the following reasons:
 - (A) failure to pay a delinquent account or failure to comply with the terms of a written agreement for installment payment of a delinquent account;
 - (B) violation of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the Customer and the Customer is provided with a reasonable opportunity to remedy the situation;
 - (C) failure to comply with deposit or guarantee arrangements where required by these Rules and Regulations;

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- (D) without notice where a known dangerous condition exists for as long as the condition exists;
 - (E) tampering with the Company's meter or equipment or bypassing the same;
 - (F) for use of gas in violation of Company's rules;
 - (G) in the event Consumer's premises are vacated;
 - (H) in the event Company's representatives are refused access to such premises for any lawful purpose;
 - (I) when Company's property on the Consumer's premises is tampered with, damaged or destroyed;
 - (J) for use of gas in violation of any law, ordinance or regulation;
 - (K) for fraudulent conduct or misrepresentation in relation to the consumption of gas, account information, or any other fraud practiced by Consumer, with regard to the matters referred to in these rules or Consumer's contract.
- (5) Utility service may not be disconnected for any of the following reasons:
- (A) delinquency in payment for service by a previous occupant of the premises;
 - (B) failure to pay for merchandise or charges for non-utility service by the Company;
 - (C) failure to pay for a different type or class of utility service unless fee for such service is included on the same bill;
 - (D) failure to pay the account of another Customer as guarantor thereof, unless the Company has in writing the guarantee as a condition precedent to service;
 - (E) failure to pay charges arising from an underbilling occurring due to any misapplication of rates more than six months prior to the current billing;
 - (F) failure to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due; and
 - (G) failure to pay an estimated bill other than a bill rendered pursuant to any approved meter reading plan, unless the Company is unable to read the meter due to circumstances beyond its control.
- (6) Unless a dangerous condition exists, or unless the customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when

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personnel of the Company are not available to the public for the purpose of making collections and reconnecting service.

- (7) The Company shall not abandon a Customer without written approval from the regulatory authority.
- (8) Except in cases where the Company identifies fraud in connection with an account, the Company shall not discontinue service to a delinquent residential Customer permanently residing in an individually metered dwelling unit when that Customer establishes that discontinuance of service will result in some person residing at that residence becoming seriously ill or more seriously ill if service is discontinued. Any Customer seeking to avoid termination of service under this provision must make a written request to the Company supported by a written statement from a licensed physician. Both the request and the statement must be received by the Company not more than five working days after the date of delinquency of the bill. The prohibition against service termination as provided herein shall last twenty (20) days from the date of receipt by the Company of the request and statement or such lesser period as may be agreed upon by the Company and the Customer. The Customer who makes such request shall sign an installment agreement which provides for payment of such service along with timely payments for subsequent monthly billings.

9. LOCATION OF METERS

Wherever practical, all new meter installations shall be installed near the building in which Consumer's gas appliances are located. All meters shall be accessible at all times for inspection, reading, and change out for testing. Whenever the Company shall permanently discontinue the delivery of gas to any of Consumer's premises, it shall have the right at any reasonable time thereafter to enter upon the premises and remove therefrom its meter, and any other of its equipment there located.

10. METER TESTS AND BILL ADJUSTMENTS WITH RESPECT TO METER ACCURACY

- (a) Meter requirements.
 - (1) Use of meter. All gas sold by the Company shall be charged for by meter measurements, except where otherwise provided for by applicable law, regulation of the regulatory authority or tariff.
 - (2) Installation by Company. Unless otherwise authorized by the regulatory authority, the Company shall provide and install and will continue to own and maintain all meters necessary for measurement of gas delivered to its Customers.
 - (3) Standard type. The Company shall not furnish, set up, or put in use any meter which is not reliable and of a standard type which meets generally accepted industry standards; provided, however, special meters not necessarily conforming to such standard types may be used for investigation, testing, or experimental purposes.
- (b) Meter records. The Company shall keep the following records:

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- (1) Meter equipment records. The Company shall keep a record of all its meters, showing the Customer's address and date of the last test.
- (2) Records of meter tests. All meter tests must be properly referenced to the meter record provided for therein. The record of each test made on request of a Customer must show the identifying number and constants of the meter, the standard meter and other measuring devices used, the date and kind of test made, by whom made, the error (or percentage of accuracy) at each load tested, and sufficient data to permit verification of all calculations.

(c) Meter readings.

- (1) Meter unit location. In general, each meter must indicate clearly the units of service for which charge is made to the Customer.

(d) Meter tests on request of Customer.

- (1) The Company shall, upon request of a Customer make a test of the accuracy of the meter serving that Customer. The Company shall inform the Customer of the time and place of the test, and permit the Customer or his/her authorized representative to be present if the Customer so desires. If no such test has been performed within the previous four years for the same Customer at the same location, the test shall be performed without charge. If such a test has been performed for the same Customer at the same location within the previous four years, the Company may charge a fee for the test, not to exceed fifteen dollars (\$15.00), or such other fee for the testing of meters as may be set forth in the Company's tariff properly on file with the regulatory authority. The Customer must be properly informed of the result of any test on a meter that serves him/her.
- (2) Notwithstanding Paragraph (1), above, if the meter is found to be more than nominally defective, to either the Customer's or the Company's disadvantage, any fee charged for a meter test must be refunded to the Customer. More than nominally defective means a deviation of more than two percent (2%) from accurate registration.
- (3) If any meter test requested by a Customer reveals a meter to be more than nominally defective, the Company shall correct previous readings consistent with the inaccuracy found in the meter for the period of either
 - (i) the last six (6) months, or
 - (ii) the last test of the meter, whichever is shorter. Any resulting underbillings or overbillings are to be corrected in subsequent bills, unless service is terminated, in which event a monetary adjustment is to be made. This requirement for a correction may be foregone by the Company if the error is to the Company's disadvantage.

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- (4) If a meter is found not to register for any period of time, the Company may make a charge for units used but not metered, for a period not to exceed three months previous to the time the meter is found not to be registering. The determination of amounts used but not metered is to be based on consumption during other like periods by the same Customer at the same location when available, and on consumption under similar conditions at the same location or of other similarly situated customers when not available.

(e) Meter Exchange.

- (1) The Company follows the practice of testing and repairing its meters on periodic schedules in accordance with good operating practice. The "periodic meter test interval" is based on the results of accuracy tests of its meters of varying ages that are randomly sampled. The period of presumed accuracy is the period during which not less than seventy percent (70%) of the randomly sampled meters exhibit accuracy in the range of two percent (2%) fast to two percent (2%) slow.

11. DEPOSITS FROM CONSUMERS TO GUARANTEE PAYMENTS OF BILLS

(a) Establishment of credit for residential applicants.

- (1) The Company may require a residential applicant for service to satisfactorily establish credit but such establishment of credit shall not relieve the customer from complying with rules for prompt payment of bills. Subject to these General Rules and Regulations, a residential applicant shall not be required to make a deposit;
 - (A) if the residential applicant has been a customer of any utility for the same kind of service within the last two (2) years and is not delinquent in payment of any such utility service account and during the last twelve (12) consecutive months of service did not have more than one occasion in which a bill for such utility service was paid after becoming delinquent and never had service disconnected for nonpayment; or
 - (B) if the residential applicant furnishes in writing a satisfactory guarantee to secure payment of bills for the service required;
 - (C) if the residential applicant demonstrates a satisfactory credit rating by appropriate means, including but not limited to, the production of generally acceptable credit cards, letters of credit reference, the names of credit references which may be quickly and inexpensively contacted by the Company, or ownership of substantial equity.

- (b) Reestablishment of credit. Every applicant who has previously been a customer of the Company and whose service has been discontinued for nonpayment of bills shall be required before service is rendered to pay all his/her amounts due to the Company or execute a written deferred payment agreement, if offered, and reestablish credit as provided herein.

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(c) Amount of deposit and interest for residential service and exemption from deposit.

- (1) The required residential deposit shall not exceed an amount equivalent to one-sixth of the estimated annual billings (rounded up to the nearest five dollars [\$5.00]). If actual use is at least twice the amount of the estimated billings, a new deposit requirement may be calculated and an additional deposit may be required within two days. If such additional deposit is not made, the Company may disconnect service under the standard disconnection procedure for failure to comply with deposit requirements.

Estimated Annual Billings as such term is used in this section shall be either (i) the twelve- (12-) month billing history at the service address involved (if a billing history is available for the service address), or (ii) the average annual residential bill in the Division serving the customer (if a billing history is not available at the service address); provided, that such average annual residential bill determined pursuant to clause (ii) hereof, shall be determined periodically but no less frequently than annually.

- (2) All applicants for residential service who are sixty-five (65) years of age or older will be considered as having established credit if such applicant does not have an outstanding account balance with the Company or another utility for the same utility service which accrued within the last two (2) years. No cash deposit shall be required of such applicant under these conditions.
- (3) The Company shall pay a minimum interest on such deposits according to the rate as established by law; provided, if refund of deposit is made within thirty (30) days of receipt of deposit, no interest payment shall be made. If the Company retains the deposit more than thirty (30) days, payment of interest shall be made retroactive to the date of deposit.
- (A) payment of interest to the customer shall be annually or at the time the deposit is returned or credited to the customer's account.
- (B) the deposit shall cease to draw interest on the date it is returned or credited to the customer's account.
- (4) Each gas utility shall waive any deposit requirement for residential service for an applicant who has been determined to be a victim of family violence as defined in Texas Family Code, §71.004, by a family violence center, by treating medical personnel, by law enforcement agency personnel, or by a designee of the Attorney General in the Crime Victim Services Division of the Office of the Attorney General. This determination shall be evidenced by the applicant's submission of a certification letter developed by the Texas Council on Family Violence and made available on its website. Effective: November 10, 2003; amended July 12, 2004.

- (d) For commercial and large volume customers, Company may require a deposit where the applicant is unable to establish good credit by standards generally accepted as evidence of credit worthiness. The amount of any deposit, where required, shall be in an amount sufficient to protect Company but

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shall not exceed the amount of the estimated highest two (2) months' billing. Interest shall be paid at the legal rate on all deposits. Deposits shall be refunded after three (3) years of prompt payment, with refund including any interest to be made in cash or by credit to the Consumer's bill. Deposits may be refunded sooner if Consumer can establish a record of credit worthiness which would have entitled him to initial service without a deposit and otherwise has a record of prompt payment.

- (e) Deposits for temporary or seasonal service and for weekend or seasonal residences. The Company may require a deposit sufficient to reasonably protect it against the assumed risk, provided, such a policy is applied in a uniform and nondiscriminatory manner.
- (f) Records of deposits.
 - (1) The Company shall keep records to show:
 - (A) the name and address of each depositor;
 - (B) the amount and date of the deposit; and
 - (C) each transaction concerning the deposit.
 - (2) The Company shall issue a receipt of deposit to each applicant from whom a deposit is received and shall provide means whereby a depositor may establish claim if the receipt is lost.
 - (3) A record of each unclaimed deposit shall be maintained for at least four years, during which time the Company shall make a reasonable effort to return the deposit.
- (g) Refund of deposit.
 - (1) If service is not connected or after disconnection of service, the Company shall promptly and automatically refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished.

The transfer of service from one premise to another within the service area of the Company shall not be deemed a disconnection within the meaning of these rules, and no additional deposit may be demanded unless permitted by these rules.

- (2) When the residential customer has paid bills for service for twelve (12) consecutive residential bills without having service disconnected for nonpayment of bills and without having more than two (2) occasions in which a bill was delinquent and when the customer is not delinquent in the payment of the current bills, the Company shall promptly and automatically refund the deposit plus accrued interest to the customer in the form of cash or credit to a customer's account. Deposits may be refunded sooner if Consumer can establish a record of credit worthiness which would have entitled him to install service without a deposit and otherwise has a record of prompt payment.

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- (h) Upon sale or transfer of Company. Upon the sale or transfer of the Company or operating units thereof, the Company shall file with the Commission under oath, in addition to other information, a list showing the names and addresses of all customers served by the Company or unit who have to their credit a deposit, the date such deposit was made, the amount thereof, and the unpaid interest thereon.
- (i) Complaint by applicant or customer. The Company shall direct its personnel engaged in initial contact with an applicant or customer for service seeking to establish or re-establish credit under the provisions of these rules to inform the customer, if dissatisfaction is expressed with the Company decision, of the customer's right to file a complaint with the regulatory authority thereon.

12. DISCONTINUANCE BY CONSUMER

A Consumer who wishes to discontinue the use of gas (provided he/she otherwise has the right to do so) must give notice of his/her intent to do so to Company by calling 800-752-8036 in the Houston Division, 800-376-9663 in the Beaumont Division, 800-259-5544 in the East Texas Division, and 800-427-7142 in the South Texas Division or visiting the Company's website, www.CenterPointEnergy.com. Consumer shall be obligated to pay for all service which is rendered by the Company (including applicable minimum charges therefor) prior to the time Company receives such notice.

13. RECORDS OF GAS SUPPLIED

Company shall keep accurate records of the amount of gas registered by its meters, and such records shall be accepted at all times and in all places as prima facie evidence of the true amount of gas consumed.

14. ESCAPING GAS

Upon immediately moving to a safe location, Consumer must immediately notify Company of any escaping gas on Consumer's premises. No flame shall be taken near the point where gas is escaping. Company shall not be liable for any damage or loss caused by the escape of gas from Consumer's housepiping or Consumer's appliances.

15. DAMAGE AND REPAIR TO AND TAMPERING WITH COMPANY'S FACILITIES

Consumer shall immediately notify Company in the event of damage to Company's property on Consumer's premises. Consumer shall not permit anyone other than an authorized employee of the Company to adjust, repair, connect, or disconnect, or in any way tamper with the meter, lines or any other equipment of the Company used in serving Consumer's premises.

16. ACCESS TO PREMISES

The Company's representatives shall have the right at all reasonable hours to enter upon the premises and property of Consumer to read the meter; and to remove, to inspect, or to make necessary repairs and adjustments to, or replacements of, service lines, meter loop, and any property of the Company located thereon, and for any other purpose connected with Company's operation. The Company's representatives

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shall have the right at all times to enter upon the premises and property of Consumer in emergencies pertaining to Company's service. All dogs and other animals, which might hinder the performance of such operations on the Consumer's property, shall be kept away from such operations by the Consumer upon notice by the Company representatives of their intention to enter upon the Consumer's premises.

17. NON-LIABILITY

- (a) The Company shall not be liable for any loss or damage caused by variation in gas pressure, defects in pipes, connections and appliances, escape or leakage of gas, sticking of valves or regulators, or for any other loss or damage not caused by the Company's negligence arising out of or incident to the furnishing of gas to any Consumer.
- (b) Company shall not be liable for any damage or injury resulting from gas or its use after such gas leaves the point of delivery other than damage caused by the fault of the Company in the manner of installation of the service lines, in the manner in which such service lines are repaired by the Company, and in the negligence of the Company in maintaining its meter loop. All other risks after the gas left the point of delivery shall be assumed by the Consumer, his agents, servants, employees, or other persons.
- (c) The Company agrees to use reasonable diligence in rendering continuous gas service to all Consumers, but the Company does not guarantee such service and shall not be liable for damages resulting from any interruption to such service.
- (d) Company shall not be liable for any damage or loss caused by stoppage or curtailment of the gas supply pursuant to order of a governmental agency having jurisdiction over Company or Company's suppliers, or caused by an event of force majeure. The term "force majeure" as employed herein means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of the government, either federal or state, civil or military; civil disturbances; explosions; breakage or accident to machinery or lines of pipe; freezing of wells or lines of pipe; shortage of gas supply, whether resulting from inability or failure of a supplier to deliver gas; partial or entire failure of natural gas wells or gas supply; depletion of gas reserves; and any other causes, whether of the kind herein enumerated or otherwise.

18. TEMPORARY INTERRUPTION OF SERVICE

- (a) The Company shall make all reasonable efforts to prevent interruptions of service. When interruptions occur, the Company shall reestablish service within the shortest possible time consistent with prudent operating principles so that the smallest number of customers are affected.
- (b) The Company shall make reasonable provisions to meet emergencies resulting from failure of service, and shall issue instructions to its employees covering procedures to be followed in the event of an emergency in order to prevent or mitigate interruption or impairment of service.
- (c) In the event of national emergency or local disaster resulting in disruption of normal service, the Company may, in the public interest, interrupt service to other customers to provide necessary

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service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

- (1) Record of interruption. Except for momentary interruptions which do not cause a major disruption of service, the Company shall keep a complete record of all interruptions, both emergency and scheduled. This record shall show the cause of such interruptions, date, time duration, location, approximate number of customers affected, and, in cases of emergency interruptions, the remedy and steps taken to prevent recurrence.
- (2) Report to Commission. The Commission shall be notified in writing within forty-eight hours of interruptions in service affecting the entire system or any major division thereof lasting more than four hours. The notice shall also state the cause of such interruptions. If any service interruption is reported to the Commission otherwise (for example, as a curtailment report or safety report), such other report is sufficient to comply with the terms of this paragraph.

19. WAIVER OF RULES

No agent or representative of the Company is authorized to add to, alter, waive, or otherwise change any of the foregoing rules except by agreement in writing signed by an officer in the Company.

20. BILLING

- (a) Bills for gas service shall be rendered monthly, unless otherwise authorized or unless service is rendered for a period less than a month. Bills shall be rendered as promptly as possible following the reading of meters.
- (b) The customer's bill must show all the following information:
 - (1) If the meter is read by the Company, the date and reading of the meter at the beginning and end of the period for which rendered;
 - (2) The number and kind of units billed;
 - (3) The applicable rate schedule title or code;
 - (4) The total base bill;
 - (5) The total of any adjustments to the base bill and the amount of adjustments per billing unit;
 - (6) The date by which the customer must pay the bill in order to avoid penalty;
 - (7) The total amount due after addition of any penalty for nonpayment within a designated period; and

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- (8) A distinct marking to identify an estimated bill. The information required above shall be arranged and displayed in such a manner as to allow the customer to compute his bill with the applicable rate schedule. The applicable rate schedule must be mailed to the customer on request of the customer. The Company may exhaust its stock of non-conforming bill forms existing on the effective date hereof before compliance is required with this section.
- (c) Where there is a good reason for doing so, estimated bills may be submitted provided that an actual meter reading is taken at least every six (6) months. For the second consecutive month in which the meter reader is unable to gain access to the premises to read the meter on regular meter reading trips, or in months where meters are not read otherwise, the Company shall provide the customer with a postcard and request that the customer read the meter and return the card to the utility if the meter is of a type that can be read by the customer without significant inconvenience or special tools or equipment. If such a postcard is not received by the Company in time for billing, the Company may estimate the meter reading and render the bill accordingly.
- (d) Disputed bills.
 - (1) In the event of a dispute between the Customer and the Company regarding the bill, the Company shall forthwith make such investigation as is required by the particular case and report the results thereof to the Customer. If the Customer wishes to obtain the benefit of subsection (2) hereunder, notification of the dispute must be given to the Company prior to the date the bill becomes delinquent. In the event the dispute is not resolved, the Company shall inform the customer of the complaint procedures of the appropriate regulatory authority.
 - (2) Notwithstanding any other provisions of these rules and regulations, the customer shall not be required to pay the disputed portion of the bill which exceeds the amount of that customer's average usage for the billing period at current rates until the earlier of the following: (1) resolution of the dispute; or (2) the expiration of the sixty (60) day period beginning on the day the disputed bill is issued. For purposes of this section only, the customer's average usage for the billing period shall be the average of the customer's usage for the same billing period during the preceding two (2) years. Where insufficient or no previous usage history exists, the average usage shall be estimated on the basis of usage levels of similar customers and under similar conditions.

21. NEW CONSTRUCTION

- (a) Standards of construction. The Company shall construct, install, operate, and maintain its plant, structures, equipment, and lines in accordance with the provisions of such codes and standards as are generally accepted by the industry, as modified by rule or regulation of the regulatory authority, or otherwise by law, and in such manner to best accommodate the public and to prevent interference with service furnished by other public utilities insofar as practical.
- (b) Response to request for residential and commercial service. The Company shall serve each qualified residential and commercial applicant for service within its service area as rapidly as practical. As a

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general policy, those applications not involving line extensions or new facilities should be filled within seven (7) working days. Those applications for individual residential service requiring line extensions should be filled within ninety (90) days unless unavailability of materials, municipal permitting requirements, or other causes beyond the control of the Company result in unavoidable delays. In the event that residential service is delayed in excess of ninety (90) days after an applicant has met credit requirements and made satisfactory arrangements for payment of any required construction charges, a report must be made to the regulatory authority listing the name of the applicant, location, and cause for delay. Unless such delays are due to causes which are reasonably beyond the control of the Company, a delay in excess of ninety (90) days may be found to constitute a refusal to serve.

22. CUSTOMER RELATIONS

- (a) Information to customers. The Company shall:
 - (1) Maintain a current set of maps showing the physical location of its facilities. All distribution facilities shall be labeled to indicate the size or any pertinent information which will accurately describe the Company's facilities. These maps, or such other maps as may be required by the regulatory authority, shall be kept by the Company in a central location and will be available for inspection by the regulatory authority during normal working hours. Each business office or service center shall have available up-to-date maps, plans, or records of its immediate area, with such other information as may be necessary to enable the Company to advise applicants and others entitled to the information as to the facilities available for serving that locality;
 - (2) Assist the customer or applicant in selecting the most economical rate schedule;
 - (3) In compliance with applicable law or regulations, notify customers affected by a change in rates or schedule or classification;
 - (4) Make available on the Company website, copies of the current rate schedules and rules relating to the service of the Company, as filed with the Commission;
 - (5) Furnish such additional information on rates and services as the customer may reasonably request;
 - (6) Upon request, inform its customers as to the method of reading meters; and
 - (7) As required by law or the rules of the appropriate regulatory authority, provide Customers with a pamphlet containing customer service information. At least once each calendar year, the Company shall notify its customers that customer service information is available on request and without charge.
- (b) Customer complaints. Upon complaint to the Company by residential or small commercial customers either at its office, by letter, electronic communication such as email or an inquiry via Company website, or by telephone, the Company shall promptly make a suitable investigation and

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advise the complainant of the results thereof. It shall keep a record of all complaints which shall show the name and address of the complainant, the date and nature of the complaint, and the adjustment and disposition thereof for a period of two years subsequent to the final disposition of the complaint. Complaints which require no further action by the Company need not be recorded.

- (c) Company response. Upon receipt of a complaint, either by letter or by telephone, from the regulatory authority on behalf of a customer, the Company shall make a suitable investigation and advise the regulatory authority and complainant of the results thereof. An initial response must be made by the next working day. The utility must make a final and complete response within fifteen (15) days from the date of the complaint, unless additional time is granted within the 15-day period.. The Commission encourages all customer complaints to be made in writing to assist the regulatory authority in maintaining records of the quality of service of the Company.
- (d) Deferred payment plan. The Company may, but is not required to, offer a deferred payment plan for delinquent residential accounts. If such a plan is offered, it shall conform to the following guidelines:
 - (1) Every deferred payment plan entered into due to the customer's inability to pay the outstanding bill in full must provide that service will not be discontinued if the customer pays current bills and a reasonable amount of the outstanding bill and agrees to pay the balance in reasonable installments until the bill is paid.
 - (2) For purposes of determining reasonableness under these rules the following shall be considered: size of delinquent account; customer's ability to pay; customer's payment history; time that the debt has been outstanding; reasons why debt has been outstanding; and other relevant factors concerning the circumstances of the customer.
 - (3) A deferred payment plan offered by the Company, if reduced to writing, shall state, immediately preceding the space provided for the customer's signature and in bold face print at least two (2) sizes larger than any other font used, that "If you are not satisfied with this agreement, do not sign. If you are satisfied with this agreement, you give up your right to dispute the amount due under the agreement except for the utility's failure or refusal to comply with the terms of this agreement." A similar agreement must be provided by a customer at the time of agreement, if recorded.
 - (4) A deferred payment plan may include a one-time five percent (5%) penalty for late payment on the original amount of the outstanding bill except in cases where the outstanding bill is unusually high as a result of the Company's error (such as an inaccurately estimated bill or an incorrectly read meter). A deferred payment plan shall not include a finance charge.
 - (5) If a customer for utility service fails to enter into a deferred payment agreement or has not fulfilled its terms, the Company shall have the right to disconnect pursuant to disconnection rules herein and, under such circumstance, it shall not be required to offer a subsequent negotiation of a deferred payment plan prior to disconnection.

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AND CENTERPOINT ENERGY TEXAS GAS
GENERAL RULES AND REGULATIONS
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- (6) If the Company institutes a deferred payment plan it shall not refuse a customer participation in such a program on the basis of race, color, creed, sex, marital status, age, or any other form of discrimination prohibited by law.
- (e) Delayed payment of bills by elderly persons.
 - (1) Applicability. This subsection applies only:
 - (A) If the Company assesses late payment charges on residential customers and suspends service before the 26th day after the date of the bill for which collection action is taken; and
 - (B) To an elderly person, as defined in Paragraph (2) of this subsection, who is a residential customer and who occupies the entire premises for which a delay is requested.
 - (2) Definition of "Elderly person"--A person who is 60 years of age or older..
 - (3) An elderly person may request that the Company implement the delay for either the most recent utility bill or for the most recent utility bill and each subsequent utility bill.
 - (4) On request of an elderly person, the Company shall delay without penalty the payment date of a bill for providing utility services to that person until the 25th day after the date on which the bill is issued.
 - (5) The Company may require the requesting person to present reasonable proof that the person is 60 years of age or older.
 - (6) The Company shall notify customers of this delayed payment option no less often than yearly. The Company may include this notice with other information provided pursuant to Subsection (a) of this section.

23. RESIDENTIAL AVERAGE MONTHLY BILLING PROGRAM

(a) DEFINITIONS

- (1) Under this provision, qualified Residential customers would have the option of participating in the Company's Average Monthly Billing Program ("AMB") as an alternative to the Company's normal billing procedure. For "AMB" purposes, the following definitions shall apply:

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- (A) "Normal Bill" is an amount computed using the Company's applicable residential rate schedule for service provided during a billing month.
 - (B) "Qualifying Customer" is a residential customer of the Company who has not had gas services suspended for non-payment and has not had a "Past Due" notice issued on an account during the immediately preceding twelve- (12-) month period.
- (b) AVAILABILITY
- (1) The Average Monthly Billing Program is available to any Qualifying Customer of the Company.
- (c) OPERATION OF PROGRAM
- (1) Computation of Bills under the AMB:
 - (A) Under the AMB, the Qualifying Customer shall receive a monthly "Average Bill" computed using the most recent twelve- (12-) month rolling average of the customer's Normal Bills rounded to the nearest dollar. The amount of the Average Bill and Normal Bill will appear on the customer's monthly billing statement. The cumulative difference between Normal Bills and the Average Bills rendered under the AMB will be carried in a deferred balance that will accumulate both debit and credit differences.
 - (2) Effect of AMB on other Tariff Provisions:
 - (A) Except as modified herein, participation in the AMB will have no effect on the Company's approved rate schedules or other billing charges used to calculate the customer's Normal Bill. Participation in the AMB shall have no effect on any other term or condition for providing service contained in the Company's tariffs including those provisions relating to termination or suspension of service.
 - (3) Effects of Customer Discontinuance of AMB or Termination or Suspension of Service:
 - (A) The customer may discontinue the AMB at any time by notifying the Company. If a customer requests discontinuance of AMB, if an account is final billed, or if the service is suspended by the Company as a result of past due amounts on an account, any outstanding balance owed the Company at the time, including any differences between billings under the AMB and Normal Bills which would have been rendered under normal billing procedures, shall be immediately due and payable. Likewise, any credit due to the customer shall be applied to the next bill or refunded, as appropriate.

24. SUSPENSION OF GAS UTILITY SERVICE DISCONNECTION DURING AND AFTER AN EXTREME WEATHER EMERGENCY AND A SEVERE WEATHER EMERGENCY

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- (a) Disconnection prohibited. Consistent with § 7.460 of Title 16 of the Texas Administrative Code, "Suspension of Gas Utility Service Disconnection During an Extreme Weather Emergency," except where there is a known dangerous condition or a use of natural gas service in a manner that is dangerous or unreasonably interferes with service to others, the Company shall not disconnect natural gas service to:
- (1) a delinquent residential Customer during an extreme weather emergency. An extreme weather emergency means a day when the previous day's highest temperature did not exceed 32 degrees Fahrenheit and the temperature is predicted to remain at or below that level for the next 24 hours according to the nearest National Weather Station for the county where the customer takes service.
 - (2) a delinquent residential Customer for a billing period in which the Company receives a written pledge, letter of intent, purchase order, or other written notification from an energy assistance provider that it is forwarding sufficient payment to continue service; or
 - (3) a delinquent residential Customer on a weekend day, unless personnel or agents of the Company are available for the purpose of receiving payment or making collections and reconnecting service.
- (b) Payment plans. The Company shall defer collection of the full payment of bills that are due during an extreme weather emergency until after the emergency is over and shall work with customers to establish a payment schedule for deferred bills as set forth in Paragraph (2)(D) of §7.45 of Title 16 of the Texas Administrative Code("Quality of Service Rules").
- (c) Notice. Once each year, beginning in the September or October billing periods the Company shall give notice to Customers as follows:
- (1) The Company shall provide a copy of Subsection (a), Section 24 of these General Rules and Regulations, related to a prohibited disconnection, to the social services agencies that distribute funds from the Low Income Home Energy Assistance Program within the Company's service area.
 - (2) The Company shall provide a copy of Subsection (a), Section 24 of these General Rules and Regulations, related to a prohibited disconnection, to any other social service agency of which the provider is aware that provides financial assistance to low income Customers in the utility's service area.
 - (3) The Company shall provide a copy of Subsection (a), Section 24 of these General Rules and Regulations, related to a prohibited disconnection, to all residential Customers of the Company and Customers who are owners, operators, or managers of master metered systems.
- (d) Severe Weather Emergency. This subsection applies in the event of a Severe Weather Emergency as the term Severe Weather Emergency is defined by the National Weather Service. In and after a Severe Weather Emergency, and in the service area affected by the Severe Weather Emergency, the Company may make exceptions to these General Rules and Regulations and other Company tariffs to ensure continuity of service and facilitate timely and efficient restoration of service to customers in the affected area.

CenterPoint Energy
Rate Filing Package - South Texas Division
Rate Design - \$3 Million Decrease - \$19.00 Residential Customer Charge - Settlement

Line No.	Particulars	Total	Residential	Commercial	
				Small	Large
1	Current Rate Revenues	\$ 52,496,372	\$ 44,556,994	\$ 6,857,258	\$ 1,082,120
1a	Current Rate Revenue Allocation		84.8764%	13.0623%	2.0613%
1b	Settlement Rate Revenue Change	\$ (3,000,000)	\$ (2,546,292)	\$ (391,869)	\$ (61,839)
1c	Settlement Rate Revenue Requirement	\$ 49,496,372	\$ 42,010,702	\$ 6,465,389	\$ 1,020,281
2	Number Bills	1,707,461	1,585,552	118,573	3,336
3	Settlement Customer Charge		\$ 19.00	\$ 25.00	\$ 99.50
4	Customer Charge Revenue	\$ 33,421,745	\$ 30,125,488	\$ 2,964,325	\$ 331,932
5	Net Distribution Charge Revenue Required	\$ 16,074,627	\$ 11,885,214	\$ 3,501,064	\$ 688,349
6	<u>Ccf Billing Determinants</u>				
7	Total Billing Determinants @ 14.65 Pressure Base		35,359,372	21,497,104	9,001,250
8	<u>Distribution Rates @ 14.65 Pressure Base</u>				
9	All Ccf - Residential		\$ 0.33613		
10	All Ccf - General Service - Small			\$ 0.16286	
11	All Ccf - General Service - Large				\$ 0.07647
12	Distribution Charge Revenue	\$ 16,074,690	\$ 11,885,346	\$ 3,501,018	\$ 688,326
13	Total Revenue - Design	\$ 49,496,435	\$ 42,010,834	\$ 6,465,343	\$ 1,020,258
14	Total Revenue Over(Under)	\$ 63	\$ 132	\$ (46)	\$ (23)
15	<u>Distribution Rates @ Billed Pressure Base = Rate @ 14.65 x (Billed Pressure Base / 14.65)</u>				
16	All Ccf - Residential @ 14.65 Pressure Base		\$ 0.33613		
17	All Ccf - Residential @ 14.95 Pressure Base		\$ 0.34301		
18	All Ccf - General Service - Small @ 14.65 Pressure Base			\$ 0.16286	
19	All Ccf - General Service - Small @ 14.95 Pressure Base			\$ 0.16620	
20	All Ccf - General Service - Large @ 14.65 Pressure Base				\$ 0.07647

CenterPoint Energy
South Texas Division
Plant in Service
GUD No. 10669

Line No.	Class	SUB - FCA	FERC Account Titles	Description	Adjusted 9/30/2017 Total	RRC Approved Depreciation Rate	Annual Depreciation	Accumulated Depreciation	Net Plant	Standard Allocation	Standard Amount
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	
Intangible Plant											
1	G30201	6010		PERPETUAL F & C	\$ 1,123	0.00%	\$ -	\$ -	\$ 1,123		
2	G30301	6030		P/L INTERCONN/OTHER	-	3.26%	-	-	-		
3	G30301	6035		MISC INTANG PLANT	42,290	0.00%	0	42,290	-		
4	G30301	6035		MISC INTANG PLANT	6,849	10.00%	685	5,259	1,590		
5	G30301	6035		MISC INTANG PLANT	4,607,268	20.00%	921,454	1,970,186	2,637,082		
6	G30301	6050		SOFTWARE - MISC	1,673	0.00%	0	1,673	-		
7	G30301	6050		SOFTWARE - MISC	156,577	20.00%	31,315	129,664	26,913		
8	G30301	6060		SOFTWARE - SAP	326,630	10.00%	32,663	102,575	224,055		
9	Subtotal				\$ 5,142,410		\$ 986,117	\$ 2,251,647	\$ 2,890,763		
Distribution Plant											
10	G37401	6840		LAND - GENERAL	\$ 1,327,204	0.00%	\$ -	\$ -	\$ 1,327,204		
11	G37402	6880		LD RTS-ROW-GEN DIST	74,913	1.37%	1,026	29,133	45,780		
12	G37501	6900		STRUCT-CG ML IND M/R	98,720	1.84%	1,816	38,774	59,946		
13	G37601	#####		MAINS -NON CAST IRON	-	0.00%	-	-	-		
14	G37601	6951		MAINS - STEEL	34,801,381	3.95%	1,366,755	15,136,776	19,464,805		
15	G37601	6952		MAINS - PLASTIC	107,553,050	2.67%	2,872,467	23,143,348	84,439,701		
16	G37601	6980		M/R STAT EQUIP-GEN	1,543,436	3.66%	56,490	429,298	1,114,138		
17	G37601	7000		M/R STAT EQ - ODOR EQ	417,334	6.53%	27,252	72,611	344,723		
18	G37901	7010		M/R STAT EQ - CTY GT	3,927,690	3.50%	137,489	1,145,914	2,781,776		
19	G38001	7022		SERVICES - STEEL	3,537,657	4.74%	167,685	2,669,529	868,128		
20	G38001	7023		SERVICES - PLASTIC	54,158,247	4.03%	2,182,577	18,799,964	35,358,283		
21	G38101	7050		METERS-DOMESTIC/SMALL	9,088,988	3.39%	308,117	646,742	8,442,246		
22	G38201	7080		MTR INSTALL-DOM/SMALL	10,918,093	3.33%	363,572	4,041,939	8,676,154		
23	G38201	7080		MTR INSTALL-IND/LARGE	1,265,240	4.05%	51,242	592,242	672,998		
24	G38301	7120		REG - DOMESTIC/HOUSE	3,812,866	3.45%	131,544	318,579	3,494,287		
25	G38301	7130		REG - INDUSTRIAL	-	3.86%	-	-	-		
26	G38501	7150		IND. M/R STAT EQUIP	1,160,120	2.94%	34,106	112,947	1,047,173		
27	G38701	7160		OTHER EQ - CNG EQUIP	782,482	2.89%	21,049	392,825	389,657		
28	Subtotal				\$ 234,297,419		\$ 7,723,169	\$ 67,570,621	\$ 166,726,798		
General Plant											
29	G38901	#####		LAND	\$ 683,844	0.00%	\$ -	\$ -	\$ 683,844		
30	G39001	7200		STRUCT/IMPR - GEN	5,654,233	2.92%	165,104	383,607	5,270,626		
31	G39002	7225		LEASEHOLD IMPROVEMTS	147,559	6.67%	9,843	44,221	103,336		
32	G39101	7230		FURNITURE & EQUIP	82,579	5.00%	4,129	10,595	71,984		
33	G39101	7232		OFFICE EQUIP-GENERAL	706,923	5.00%	35,347	253,858	453,065		
34	G39102	7200		COMPUTER EQ - MISC	1,738,661	14.29%	248,455	706,490	1,032,171		
35	G39401	7362		TOOLS/WORK EQUIP-ENT	1,136,795	14.29%	162,448	415,813	720,982		
36	G39401	7364		SHOP EQUIP-ENT	-	8.33%	-	-	-		
37	G39401	7366		GARAGE EQUIP-ENT	-	8.33%	-	-	-		
38	G39501	7370		LAB EQUIPMENT	7,643	6.67%	510	3,963	3,680		
39	G39701	7390		COMM EQ	36,986	5.00%	1,950	10,219	28,767		
40	G39703	7420		COMM EQ - MTR RD/ERTS	9,151,848	5.00%	457,592	2,082,697	7,068,952		
41	G39801	7450		MISC EQ	163,891	6.67%	10,932	73,403	90,488		
42	Subtotal				\$ 19,512,964		\$ 1,096,310	\$ 3,985,066	\$ 15,527,888		
Transportation & Power Operated Equipment											
43	G39201	7300		AUTOS	\$ 242,805	13.06%	\$ 31,710	\$ 74,745	\$ 188,060		
44	G39201	7320		TRUCKS	4,508,205	13.06%	601,832	1,846,364	2,761,841		
45	G39201	7340		TRAILERS	306,286	13.06%	40,001	136,570	169,716		
46	G39601	7380		POWER OPER. EQUIP	1,143,799	10.64%	121,701	436,316	707,483		
47	Subtotal				\$ 6,301,095		\$ 795,244	\$ 2,483,995	\$ 3,807,100		
48	RWIP							(483,789)			
49	South Texas Division				\$ 265,253,888		\$ 10,600,640	\$ 75,817,540	\$ 189,436,348	98.2221%	\$ 189,068,333

CenterPoint Energy
South Texas Division
8.209 Regulatory Asset by Sub FCA

FERC Acct No.	Sub FCA	F.E.R.C. Account Titles	Original Cost	RRC Approved Depreciation Rate per GUD 10669	Annual Depreciation
376	6951	MAINS-STEEL		3.95%	-
376	6952	MAINS-PLASTIC		2.67%	-
380	7022	SERVICE- STEEL		4.74%	-
380	7023	SERVICES- PLASTIC		4.03%	-
			<u>\$ -</u>		<u>\$ -</u>

*Note: For any initial IRA filing in the South Texas Division after GUD 10669, the starting balance for the 8.209 Regulatory Asset Account is \$0. In future IRA filings, the 8.209 Regulatory Asset balance approved in the previous year's IRA filing will be assigned to the appropriate plant account, similar to the schedule shown above.

The 8.209 Regulatory Asset balance requested in GUD 10669 will be amortized over a 5 year period.

Exhibit D is voluminous and is being provided electronically.

CenterPoint Energy
South Texas Division
GUD No. 10669

Cities That Retained Original Jurisdiction					
LN. NO.	City/Town	City	Number of Customers		
			Residential	General Service	
				Small	Lg. Vol.
1	City of	Agua Dulce	134	9	-
2	City of	Alice	3,168	251	4
3	City of	Aransas Pass	1,184	112	2
4	City of	Austin	604	23	-
5	City of	Bastrop	1,783	259	3
6	City of	Bishop	712	31	-
7	City of	Buda	3,470	140	5
8	City of	Cibolo	117	62	3
9	City of	Converse	2,395	101	2
10	City of	Driscoll	110	5	-
11	City of	Edna	1,153	104	3
12	City of	Elgin	1,825	151	2
13	City of	Falls City	114	12	-
14	City of	Freer	271	31	-
15	City of	Ganado	395	39	-
16	City of	Garden Ridge	1,138	24	-
17	City of	Giddings	874	149	1
18	City of	Gregory	489	15	2
19	City of	Hondo	1,237	131	4
20	City of	Ingleside	811	51	-
21	City of	Ingleside on the Bay	144	5	-
22	City of	Jourdanton	323	46	-
23	City of	Karnes City	473	54	-
24	City of	Kingsville	4,474	233	6
25	City of	Kyle	7,968	318	4
26	City of	La Coste	198	19	-
27	City of	La Grange	1,115	162	2
28	City of	Laredo	29,155	1,141	56
29	City of	Marion	118	19	-
30	City of	Mathis	829	47	1
31	City of	Niederwald	-	1	-
32	City of	Odem	437	23	-
33	City of	Orange Grove	195	31	-
34	City of	Point Comfort	202	16	-
35	City of	Port Lavaca	2,201	167	3
36	City of	Portland	2,689	127	6
37	City of	Poteet	474	43	-
38	City of	Poth	366	34	-
39	City of	Premont	392	28	-
40	City of	Refugio	647	62	2
41	City of	Runge	214	12	-
42	City of	Sandy Oaks	40	-	-
43	City of	Schulenburg	787	123	1

CenterPoint Energy
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Cities That Retained Original Jurisdiction					
LN. NO.	City/Town	City	Number of Customers		
			Residential	General Service	
				Small	Lg. Vol.
44	City of	Seadrift	216	22	-
45	City of	Smithville	1,071	108	1
46	City of	Taft	677	41	1
47	City of	Universal City	3,201	207	6
48	City of	Victoria	11,499	863	22
49	City of	Yorktown	464	45	-
50		TOTAL	92,549	5,697	142

CenterPoint Energy
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GUD No. 10669

Cities That Surrendered Original Jurisdiction					
LN. NO.	City/Town	City	Number of Customers		
			Residential	General Service	
				Small	Lg. Vol.
1	City of	Beeville	1,951	195	2
2	City of	Eagle Lake	733	59	2
3	City of	El Campo	2,330	214	7
4	City of	Floresville	993	121	3
5	City of	Goliad	287	42	-
6	City of	Hallettsville	765	120	1
7	City of	Kenedy	617	81	4
8	City of	New Braunfels	8,615	943	42
9	City of	Nordheim	93	12	-
10	City of	Palacios	929	75	-
11	City of	Pleasanton	946	165	2
12	City of	San Diego	689	39	1
13	City of	San Marcos	5,546	657	33
14	City of	Schertz	1,472	193	8
15	City of	Seguin	3,708	463	11
16	City of	Selma	6	19	1
17	City of	Sinton	1,173	94	1
18	City of	Weimar	543	74	1
19	Total Ceded OJ		31,394	3,565	119

CenterPoint Energy
South Texas Division
GUD No. 10669

Unincorporated			Number of Customers		
LN. NO.	City/Town	City	Residential	General Service	
				Small	Lg. Vol.
22	Environ of	Banquete (Alice Environs)	73	6	-
23	Environ of	Blessing (Palacious Environs)	145	19	-
24	Environ of	Bloomington (Victoria Environs)	346	19	-
25	Environ of	Bruni (Laredo Environs)	43	7	-
26	Environ of	Agua Dulce	13	-	-
27	Environ of	Alice	221	7	-
28	Environ of	Aransas Pass	21	5	-
29	Environ of	Austin	375	46	-
30	Environ of	Bastrop	439	51	2
31	Environ of	Beeville	127	10	1
32	Environ of	Bishop	50	-	-
33	Environ of	Buda	2,134	95	-
34	Environ of	Converse	32	4	1
35	Environ of	Driscoll	2	-	-
36	Environ of	Eagle Lake	41	6	1
37	Environ of	Edna	19	12	1
38	Environ of	El Campo	233	10	1
39	Environ of	Elgin	678	10	-
40	Environ of	Falls City	14	1	-
41	Environ of	Floresville	53	3	-
42	Environ of	Ganado	30	4	-
43	Environ of	Giddings	17	32	-
44	Environ of	Goliad	18	3	-
45	Environ of	Hallettsville	11	3	-
46	Environ of	Hondo	10	2	-
47	Environ of	Jourdanton	4	3	-
48	Environ of	Karnes City	29	4	-
49	Environ of	Kenedy	12	9	-
50	Environ of	Kingsville	1	1	1
51	Environ of	Kyle	81	5	-
52	Environ of	La Coste	35	1	-
53	Environ of	La Grange	184	7	-
54	Environ of	Laredo	9	1	-
55	Environ of	Marion	7	2	-
56	Environ of	Mathis	24	4	-
57	Environ of	New Braunfels	35	7	1
58	Environ of	Nordheim	8	-	-
59	Environ of	Odem	9	-	2
60	Environ of	Orange Grove	6	2	-
61	Environ of	Palacios	31	2	1
62	Environ of	Pleasanton	56	5	-
63	Environ of	Port Lavaca	28	5	-
64	Environ of	Portland	43	2	-
65	Environ of	Poteet	5	2	-
66	Environ of	Poth	1	-	-
67	Environ of	Premont	1	-	-

CenterPoint Energy
South Texas Division
GUD No. 10669

Unincorporated			Number of Customers		
LN. NO.	City/Town	City	Residential	General Service	
				Small	Lg. Vol.
68	Environ of	Refugio	44	2	-
69	Environ of	Runge	4	0	-
70	Environ of	San Diego	-	3	-
71	Environ of	San Marcos	12	6	1
72	Environ of	Schertz	11	1	-
73	Environ of	Schulenburg	29	1	-
74	Environ of	Seadrift	2	-	-
75	Environ of	Seguin	5	2	-
76	Environ of	Sinton	93	4	-
77	Environ of	Smithville	5	1	-
78	Environ of	Taft	347	2	-
79	Environ of	Victoria	338	39	1
80	Environ of	Weimar	6	1	-
81	Environ of	Yorktown	12	4	-
82	Environ of	D'Hanis (Hondo Environs)	68	12	-
83	Environ of	Edroy (Odem Environs)	60	4	1
84	Environ of	Hebbronville (Laredo Environs)	554	31	-
85	Environ of	Inez (Victoria Environs)	25	4	-
86	Environ of	Lolita (Edna Environs)	95	5	-
87	Environ of	Louise (El Campo Environs)	148	22	1
88	Environ of	McQueeney (New Braunfels Environs)	89	11	-
89	Environ of	Mirando City (Laredo Environs)	64	4	-
90	Environ of	Oilton (Laredo Environs)	52	4	-
91	Environ of	Pettus (Kenedy Environs)	68	10	-
92	Environ of	Placedo (Victoria Environs)	90	6	-
93	Environ of	Skidmore (Beeville Environs)	113	11	-
94	Environ of	Tuleta (Beeville Environs)	35	3	-
95	Environ of	Vanderbilt (Edna Environs)	71	9	1
96	Total Unincorporated		8,186	619	17
97	Total RRC Jurisdiction		39,580	4,184	136

**BEFORE THE
RAILROAD COMMISSION OF TEXAS**

STATEMENT OF INTENT OF	§	
CENTERPOINT ENERGY RESOURCES	§	
CORP. D/B/A CENTERPOINT ENERGY	§	GAS UTILITIES DOCKET NO. 10669
ENTEX AND CENTERPOINT ENERGY	§	AND CONSOLIDATED DOCKETS
TEXAS GAS TO INCREASE RATES IN	§	
THE SOUTH TEXAS DIVISION	§	

PROPOSED FINAL ORDER

Notice of Open Meeting to consider this Order was duly posted with the Secretary of State within the time period provided by law pursuant to TEX. GOV'T CODE ANN. Chapter 551, *et seq.* (Vernon 2008 & Supp. 2015). The Railroad Commission of Texas adopts the following findings of fact and conclusions of law and orders as follows:

FINDINGS OF FACT

1. CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (CenterPoint or Company) is a gas utility as that term is defined in the Texas Utility Code and is subject to the jurisdiction of the Railroad Commission of Texas (Commission).
2. On November 16, 2017, CenterPoint filed a *Statement of Intent to Increase Rates in the South Texas Division*. That filing was docketed as GUD No. 10669.
3. On November 28, 2017, the Commission suspended the implementation of CenterPoint's proposed rates for 150 days.
4. Through a *Joint Proposed Procedural Schedule*, filed on December 7, 2017, the Company extended the effective date to January 20, 2018, which also extended the statutory deadline to June 19, 2018.
5. For all customers located in unincorporated or environs areas, CenterPoint published a Public Notice of its *Statement of Intent* to increase rates in its South Texas Division, once a week in the Austin American Statesman, Bastrop Advertiser, Corpus Christi Caller-Times, Seguin Gazette, New Braunfels Herald-Zeitung, Laredo Morning Times, San Antonio Express News, San Marcos Daily Record, and Victoria Advocate, newspapers of general circulation, for four or more consecutive weeks beginning on approximately December 17, 2017, in accordance with TEX. UTIL. CODE ANN. §104.103(a) (Vernon 2007 and Supp. 2015) and 16 TEX. ADMIN. CODE §§ 7.230 and 7.235 (2015).
6. The publication of notice meets the statutory and rule requirements of notice and provides sufficient information to ratepayers about the proposed rate increase in the *Statement of*

Intent, in accordance with TEX. UTIL. CODE ANN. §104.103(a) (Vernon 2007 and Supp. 2015) and 16 TEX. ADMIN. CODE §§7.230 and 7.235 (2015).

7. CenterPoint proposes to implement the proposed rates on a division-wide basis and also filed a *Statement of Intent* to increase rates for the municipalities in the South Texas Division.
8. The following municipalities surrendered jurisdiction to the Commission: Beeville, Eagle Lake, El Campo, Floresville, Goliad, Hallettsville, Kenedy, New Braunfels, Nordheim, Palacios, Pleasanton, San Diego, San Marcos, Schertz, Seguin, Selma, Sinton and Weimar, Texas, in accordance with TEX. UTIL. CODE ANN. §§ 102.001(a)(1)(A) and (B), and 103.003 (Vernon 2007 and Supp. 2015).
9. Staff of the Railroad Commission (Staff) intervened on November 17, 2017.
10. The City of Victoria intervened on November 20, 2017.
11. The Alliance of CenterPoint Municipalities (ACM) intervened on December 1, 2017
12. The ACM cities include the following: Alice, Austin, Bastrop, Buda, Cibolo, Jourdanton, Kyle, New Braunfels, San Marcos, Seguin, Smithville, and Universal City.
13. The City of Victoria filed its First Supplemental Motion to Intervene on December 1, 2017 and with certain other municipalities requested to be referred to as the South Texas Coalition of Cities (STCC).
14. STCC filed its Second Supplemental Motion to Intervene on January 23, 2018.
15. STCC filed its Third Supplemental Motion to Intervene on February 7, 2018.
16. The STCC cities include the following: Beeville, Bishop, Converse, Driscoll, Edna, Elgin, Falls City, Hallettsville, Hondo, Ingleside, Ingleside on the Bay, Karnes City, Kenedy, Kingsville, Laredo, Poteet, Point Comfort, Portland, Refugio, San Diego, Sinton, Taft, Victoria, and Weimar.
17. The rate case expense portion of the *Statement of Intent* filed by CenterPoint on November 16, 2017 was initially severed as GUD No. 10678 on January 4, 2018.
18. The cities of Niederwald and Poth approved the *Statement of Intent* filed by CenterPoint on December 4, 2017 and November 20, 2017 respectively, and CenterPoint filed an appeal with the Commission. The case was docketed as GUD No. 10677, and a motion to consolidate was granted on January 5, 2018.
19. On January 9, 2018, the Company made an Errata filing to correct certain errors in its initial filing.

20. The cities of Mathis and Yorktown denied the *Statement of Intent* filed by CenterPoint on December 11, 2017, and CenterPoint filed an appeal with the Commission. The case was docketed as GUD No. 10680, and a motion to consolidate was granted on January 29, 2018.
21. On February 14, 2018, the parties filed a *Joint Motion to Abate the Procedural Schedule* to facilitate settlement discussions, which was granted on February 23, 2018.
22. On February 15, 2018, ACM and STCC filed a *Joint Motion of Alliance of CenterPoint Municipalities and South Texas Coalition of Cities to Establish Temporary Rates*; CenterPoint filed an initial response on February 26, 2018; and the motion was denied on March 6, 2018.
23. On March 14, 2018, the parties notified the Examiners that they had reached an agreement in principle that resolved all issues in the proceeding.
24. On March __, 2018, the parties filed the *Unanimous Settlement Agreement* and accompanying documents, which resolved all issues and no issues were preserved for further litigation.
25. CenterPoint established that the Company maintains its books and records in accordance with the Federal Energy Regulatory Commission's (FERC) Uniform System of Accounts (USOA) prescribed for Natural Gas Companies.
26. CenterPoint established that the Company has fully complied with the books and records requirements of Commission Rule 7.310, and the amounts included therein are therefore entitled to the presumption in Commission Rule 7.503 that these amounts are reasonable and necessary.
27. The test-year in this filing is based upon the financial data for the twelve-month period ending June 30, 2017, adjusted for known and measurable changes.
28. CenterPoint requested in its Errata filing a revenue requirement increase of approximately \$490,778 for the South Texas Division.
29. The *Unanimous Settlement Agreement* contemplates a \$3,000,000 revenue decrease from current revenues for the South Texas Division in a "black box" amount; meaning that it is not tied to any specific expense in the Company's underlying cost-of-service.
30. The *Unanimous Settlement Agreement* includes a reduction of the corporate income tax rate from 35% to 21% to recognize changes to the Federal Tax Code due to the Tax Cuts and Jobs Act of 2017.
31. The \$3,000,000 revenue decrease contemplated in the *Unanimous Settlement Agreement* represents a decrease of \$3,490,778 from the revenues requested in the Errata filing.

32. The parties have established that the proposed revenue decrease of \$3,000,000 from current revenues is just and reasonable.
33. The proposed division-wide rates will affect the following classes of customers in the South Texas Division: Residential (RS), General Service – Small (GSS), and General Service – Large Volume (GSLV).
34. The *Unanimous Settlement Agreement* also provides that no later than November 15, 2019, the Company will file a request under TEX. UTIL. CODE ANN. § 104.111 (Vernon 2007 and Supp. 2015) to reduce rates in the South Texas Division in order to reflect an adjustment to rates related to amortization of the Company's protected excess deferred income taxes (EDIT).
35. The rates reflected in the attached *Unanimous Settlement Agreement*, and the customer charges set forth therein, are just and reasonable for the South Texas Division.

	Customer Charge	Single Block Volumetric
Residential	\$19.00	\$0.33613 per Ccf at 14.65 pressure base \$0.34301 per Ccf at 14.95 pressure base
General Service – Small	\$25.00	\$0.16286 per Ccf at 14.65 pressure base \$0.16620 per Ccf at 14.95 pressure base
General Service – Large Volume	\$99.50	\$0.07647 per Ccf at 14.65 pressure base

36. The following capital structure, cost of debt, cost of equity, weighted cost of capital, overall rate of return, and pre-tax return included in the *Unanimous Settlement Agreement* for the South Texas Division are just and reasonable.

Class of Capital	Percent	Cost	Weighted Cost of Capital	Pre-tax Return
Long-Term Debt	45.00%	6.0480%	2.7216%	2.7422%
Common Equity	55.00%	9.8000%	5.3900%	6.8743%
Weighted Average Cost of Capital	100.00%		8.1116%	9.6165%

37. The *Unanimous Settlement Agreement* is just and reasonable to require that any future interim rate adjustment (IRA) filings in the South Texas Division pursuant to TEX. UTIL. CODE ANN. § 104.301 (Vernon 2007 and Supp. 2015) shall use the following factors until changed by a subsequent rate proceeding:
- a. The capital structure and related components as shown in Finding of Fact No. 36 above.

- b. For any initial IRA filing, the beginning amount of ad valorem taxes at a South Texas Division level is \$1,518,333 and the standard sales service amount is \$1,489,451. Margin tax will be calculated using a 0.75% factor until or unless changed by statute.
- c. For any initial IRA filing, the net plant in service amount for standard sales service in the South Texas Division is \$186,068,333 as presented in Exhibit C to the *Unanimous Settlement Agreement*.
- d. For any initial IRA filing in the South Texas Division, the starting balance for the 8.209 Regulatory Asset Account is \$0. In future IRA filings, the 8.209 Regulatory Asset balance approved in the previous year's IRA filing will be assigned to the appropriate plant account as shown in Exhibit C.1 to the *Unanimous Settlement Agreement*.
- e. For any initial IRA filing in the South Texas Division, the Net Investment will include detail of Plant in Service amounts by Fixed Capital Account ("FCA") as shown on Exhibit C to the *Unanimous Settlement Agreement*.
- f. For any initial IRA filing and for any subsequent IRA filings, the depreciation rate for each account shall be as shown on Exhibit C to the *Unanimous Settlement Agreement*.
- g. For any initial IRA filing, the customer charges and volumetric rates as noted in Paragraph 35 above will be the starting rates to which any IRA adjustment is applied.
- h. Federal income taxes will be calculated using a 21% rate.
- i. The base rate revenue allocation factors to spread any change in IRA increase/decrease to the appropriate customer classes are as follows:

Residential	General Service – Small	General Service – Large
84.8764%	13.0623%	2.0613%

- j. The Standard Sales service allocation factor is 98.222086%.
38. The *Unanimous Settlement Agreement* is just and reasonable to agree that CenterPoint may pursue recovery of a deferred benefit regulatory asset or liability pursuant to TEX. UTIL. CODE ANN. § 104.059 (Vernon 2007 and Supp. 2015) in a future filing. The following amounts are established as the base-year levels to track changes in pension-related and other post-employment benefits:
- a. Retirement Plan – FAS 87 – \$1,516,383;
 - b. Benefit Restoration Plan – FAS 87 – \$121,238;
 - c. Postemployment – FAS 112 – \$164,796;
 - d. Postretirement – FAS 106 – \$248,110.
39. It is reasonable to establish the depreciation rates reflected in Exhibit C to the *Unanimous Settlement Agreement* for the South Texas Division.

40. It is reasonable that, in accordance with the *Unanimous Settlement Agreement*, the rate case expense surcharges approved as a result of the settlement in GUD No. 10669 will continue until the amounts to be collected under those surcharges are collected.
41. It is reasonable for the “black box” decrease amount in the *Unanimous Settlement Agreement* to include a reduction of the corporate income tax rate from 35% to 21% to recognize changes to the Federal Tax Code due to the Tax Cuts and Jobs Act of 2017.
42. It is reasonable for federal income tax expense to be adjusted for EDIT resulting from the Tax Cuts and Jobs Act of 2017 and to be computed based on the average rate assumption method (ARAM) for those amounts required under Internal Revenue Service (IRS) normalization rules.
43. It is reasonable for the Company’s unprotected EDIT to be amortized over five (5) years.
44. It is reasonable for the Company to file a request under TEX. UTIL. CODE ANN. § 104.111 (Vernon 2007 and Supp. 2015) no later than November 15, 2019 to reduce rates in the South Texas Division in order to reflect an adjustment to rates related to amortization of the Company’s protected EDIT.
45. It is reasonable, in accordance with the *Unanimous Settlement Agreement*, for CenterPoint to make an IRA true-up in the amount of \$640,158 via a one-time refund bill credit to South Texas Division customers and that future ad valorem tax true-ups may occur in IRA filings.
46. In accordance with the *Unanimous Settlement Agreement*, CenterPoint may establish a regulatory asset to track amounts incurred above or below \$722,871 for the South Division amount for third-party system safety and integrity expenses identified in base rates and may request recovery of the amounts in the asset in a future Statement of Intent filing.
47. It is reasonable that CenterPoint file an annual report detailing any increase or decrease above or below the benchmark amount of \$722,871 for the South Texas Division identified in base rates for third-party safety and integrity expenses with Commission Staff within ninety (90) days after each calendar year end.
48. It is reasonable, in accordance with the *Unanimous Settlement Agreement*, for CenterPoint to account for its requested Deferred Benefit Liability and the 8.209 Regulatory Asset using a 5-year amortization period.
49. It is reasonable, in accordance with the *Unanimous Settlement Agreement*, for internal audit and external reporting purposes that CenterPoint be allowed to establish a regulatory asset for its Unrecovered Post-Retirement Liability and to amortize that asset over 5 years. The Company will recognize the annual amortization in the employee expense related reserve in rate base.

50. It is reasonable, in accordance with the *Unanimous Settlement Agreement*, for CenterPoint to recover \$675,992 in expenses related to Hurricane Harvey restoration of service via a surcharge until the full amount is recovered. The monthly charge amounts will be collected volumetrically in accordance with the following factors: Residential \$0.01026 per CcF at 14.65 pressure base and \$0.01047 per Ccf at 14.95 pressure base; General Service – Small \$0.01026 per CcF at 14.65 and \$0.01047 per Ccf at 14.95 pressure base; and General Service – Large \$0.01026 per Ccf at 14.65 pressure base.
51. It is reasonable, in accordance with the *Unanimous Settlement Agreement*, for any over-recovery associated with the Hurricane Harvey surcharge to be returned to customers through the Company's Purchased Gas Adjustment (PGA) tariff.
52. It is reasonable, in accordance with the *Unanimous Settlement Agreement* and consistent with the Company's request, for CenterPoint to recover gas-related bad-debt costs through its PGA tariff.
53. It is reasonable, in accordance with the *Unanimous Settlement Agreement*, that: (a) CenterPoint be allowed to reconcile through its PGA tariff over-recoveries related to surcharges approved in this proceeding; (b) CenterPoint shall provide notice to Staff of any reconciling item to be included in the PGA tariff; and (c) CenterPoint shall clearly identify and include details of any reconciling item in its annual PGA tariff reconciliation report submitted to Staff.
54. It is reasonable, in accordance with the *Unanimous Settlement Agreement*, that CenterPoint shall seek review and approval from the Commission for any FERC participation costs incurred for the benefit of customers prior to their inclusion in the cost of gas calculation. Those costs are limited to reasonable non-employee experts, non-employee attorney fees, and prudently incurred travel expenses.
55. It is reasonable, in accordance with the *Unanimous Settlement Agreement*, that CenterPoint may include amounts in connection with plant investment qualifying for regulatory asset treatment under Commission Rule 8.209(j) in its annual IRA filings.
56. During the test-year, services were provided to the South Texas Division by certain affiliates: CenterPoint Energy Service Company, LLC (Service Company), CenterPoint Energy Houston Electric, LLC, and other divisions of CenterPoint's gas operations.
57. The Service Company personnel carry out corporate oversight and managerial functions for CenterPoint Energy, Inc. (CNP) and its business units and are comprised of four main groups: Corporate Services, Technology Operations, Business and Operations Support, and Regulated Operations Management.
58. CenterPoint has established that the services provided by its affiliates on behalf of the South Texas Division are reasonable and necessary.

59. The affiliate expenses included in the Company's filing are reasonable and necessary costs of providing gas utility service, and the prices charged to the South Texas Division are no higher than the prices charged by the supplying affiliate to other affiliates or divisions of CenterPoint, or to a non-affiliated person for the same item or class of items.
60. On January 4, 2018, the rate case expenses from GUD No. 10669 were severed into GUD No. 10678, styled as *Rate Case Expenses Severed from GUD No. 10669 Statement of Intent of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas, to Increase Rates in the South Texas Division*. After receipt of the *Unanimous Settlement Agreement*, consistent with the agreement of the parties, GUD No. 10678 was incorporated back into GUD No. 10669.
61. CenterPoint has established that the actual and estimated rate case expenses totaling \$576,816.20 are just and reasonable.
62. ACM has established that its actual and estimated rate case expenses totaling \$73,552.17 are just and reasonable.
63. STCC has established that its actual and estimated rate case expenses totaling \$80,000 are just and reasonable.
64. The hourly rates charged by attorneys and consultants were reasonable rates charged by firms in cases addressing utility rate matters.
65. The attorneys and consultants did not charge any expenses for luxury items and did not incur any excessive airline, lodging, or meal expenses.
66. The amount of work done and the time and labor required to accomplish the work was reasonable given the nature of the issues addressed.
67. The complexity and expense of the work was relevant and reasonably necessary to the proceeding and was commensurate with both the complexity of the issues and necessary to completing the matter before the Commission.
68. The total just and reasonable rate case expenses for CPT, ACM and STCC are \$730,368.37.
69. It is reasonable that the recovery of \$730,368.37 in total rate case expenses be over an approximate twenty-four (24) month period with the surcharge separately stated on each bill.
70. Good cause exists to recover CenterPoint litigation and estimated expenses equally from all customers, including customers within the incorporated and unincorporated areas of the South Texas Division. The intent of Commission Rule 7.5530(e) is to allocate rate case expenses to the participating parties according to which party caused the expenses to be incurred; therefore, it is reasonable to seek recovery of rate case expenses from all customers who benefit from the settlement agreement in this case, which includes all

customers in the incorporated and unincorporated areas of the South Texas Division. Recovery of these expenses is also necessary in the interest of justice.

71. Good cause exists to recover ACM and STCC litigation and estimated expenses equally from all customers, including customers within the incorporated and unincorporated areas of the South Texas Division, because the ACM and STCC participation in GUD No. 10669 resulted in the *Unanimous Settlement Agreement*, which benefits all such customers, and doing so is necessary in the interest of justice.
72. It is reasonable for CenterPoint to file annually, due on or before April 1, a rate case expense recovery report with the Commission's Oversight and Safety Division, referencing GUD No. 10669. The report shall include the amount of rate case expense recovered by month and the outstanding balance by month as set out in Rate Schedules RCE 13.1I and 13.1U.
73. It is reasonable that CenterPoint, ACM, and STCC submit to Staff invoices reflecting actual rate case expenses with sufficient detail so that Staff can accurately audit such invoices for the purposes of reconciling estimated rate case expenses to actual rate case expenses. In no case shall the total actual expenses exceed the actual expenses submitted to the Commission as of March, 2018, plus the approved estimated expenses of \$730,368.37.
74. It is just and reasonable that the recommended recovery rate of \$0.21 per bill be uniformly allocated for Residential, General Service Small, and \$.22 for General Service Large Volume customers in the South Texas Division.
75. It is reasonable for CenterPoint to reimburse the Commission-approved amount of rate case expenses within 30 days of the issuance of an Order authorizing recovery of those expenses to ACM and STCC.
76. It is reasonable for the rate case expense recovery to be properly reconciled annually with the Commission's Oversight & Safety Director to ensure that no under-recovery or over-recovery occurs to customers or the Company.
77. The tariffs attached to this Final Order are just and reasonable.

CONCLUSIONS OF LAW

1. CenterPoint is a gas utility as defined in TEX. UTIL. CODE ANN. §§ 101.003(7) and 121.001 (Vernon 2007 and Supp. 2015) and is therefore subject to the jurisdiction of the Commission.
2. The Commission has jurisdiction over CPT and CPT's *Statement of Intent* under TEX. UTIL. CODE ANN. §§ 102.001, 103.022, 103.054, & 103.055, 104.001, 104.001 and 104.201 (Vernon 2007 and Supp. 2015).

3. Under TEX. UTIL. CODE ANN. §102.001 (Vernon 2007 and Supp. 2015), the Commission has exclusive original jurisdiction over the rates and services of a gas utility that distributes natural gas in areas outside of a municipality and over the rates and services of a gas utility that transmits, transports, delivers, or sells natural gas to a gas utility that distributes the gas to the public.
4. Under TEX. UTIL. CODE ANN. §102.001 (Vernon 2007 and Supp. 2015), the Commission has exclusive original jurisdiction over the rates and services of a gas utility for the areas inside a municipality that surrenders (cedes) its jurisdiction to the Commission. The following cities surrendered their municipal original jurisdiction: Beeville, Eagle Lake, El Campo, Floresville, Goliad, Hallettsville, Kenedy, New Braunfels, Nordheim, Palacios, Pleasanton, San Diego, San Marcos, Schertz, Seguin, Selma, Sinton and Weimar, Texas.
5. The Commission has exclusive appellate jurisdiction pursuant to UTIL. CODE ANN. §§102.001(b) and 103.001, *et seq.* (Vernon 2007 and Supp. 2015) to review a decision by a municipality that exercises its exclusive original jurisdiction, so long as, the decision is appealed in accordance with TEX. UTIL. CODE ANN. §103.051 (Vernon 2007 and Supp. 2015).
6. The Commission has exclusive appellate jurisdiction over the Cities of Niederwald and Poth, which approved the *Statement of Intent* on December 4, 2017 and November 20, 2017, respectively, and the Company subsequently filed an appeal with the Commission. On December 18, 2017, CenterPoint filed the related *Petition for Review of Municipal Rate Decisions and Motion to Consolidate*, which was docketed as GUD No. 10677 and consolidated with GUD No. 10669.
7. The Commission has exclusive appellate jurisdiction over the Cities of Mathis and Yorktown, which denied the *Statement of Intent* on December 11, 2017, and the Company subsequently filed an appeal with the Commission. On January 9, 2018, CenterPoint filed the related *Petition for Review of Municipal Rate Decisions and Motion to Consolidate*, which was docketed as GUD No. 10680 and consolidated with GUD No. 10669.
8. The following cities retained their municipal exclusive original jurisdiction: Aransas Pass, Converse, Driscoll, Edna, Garden Ridge, Giddings, Marion, Odem, Sandy Oaks and Seadrift. Because they took no action on the Company's proposed rates, the proposed rates were eligible to take effect in those cities on January 20, 2018.
9. The following cities retained their municipal exclusive original jurisdiction and will adopt rates consistent with the *Unanimous Settlement Agreement*: Alice, Austin, Bastrop, Buda, Cibolo, Jourdanton, Kyle, New Braunfels, San Marcos, Seguin, Smithville, Universal City, Beeville, Bishop, Converse, Driscoll, Edna, Elgin, Falls City, Hallettsville, Hondo, Ingleside, Ingleside on the Bay, Karnes City, Kenedy, Kingsville, Laredo, Poteet, Point Comfort, Portland, Refugio, San Diego, Sinton, Taft, Victoria, and Weimar.

10. This proceeding was conducted in accordance with the requirements of GURA §§101.001 *et seq.*, (Vernon 2007 and Supp. 2015) and the Administrative Procedure Act, TEX. GOV'T CODE ANN. §§ 2001.001 *et seq.* (Vernon 2008 and Supp. 2015).
11. TEX. UTIL. CODE ANN. §104.107 (Vernon 2007 and Supp. 2015) provides the Commission's authority to suspend the operation of the schedule of proposed rates for 150 days from the date the schedule would otherwise go into effect.
12. In accordance with TEX. UTIL. CODE ANN. §104.103 (Vernon 2007 and Supp. 2015) and 16 TEX. ADMIN. CODE ANN. §§ 7.230 and 7.235, adequate notice was properly provided.
13. In accordance with TEX. UTIL. CODE ANN. §104.102 (Vernon 2007 and Supp. 2015) and 16 TEX. ADMIN. CODE ANN. §§ 7.205 and 7.210, CenterPoint filed its *Statement of Intent to Increase Rates in the South Texas Division*.
14. In this proceeding, CenterPoint has the burden of proof under TEX. UTIL. CODE ANN. §104.008 (Vernon 2007 and Supp. 2015) to show that the proposed rate changes are just and reasonable.
15. In accordance with the *Unanimous Settlement Agreement*, CenterPoint met its burden of proof in accordance with the provisions of TEX. UTIL. CODE ANN. §104.008 (Vernon 2007 and Supp. 2015) on the elements of its requested rate increase identified in this Order.
16. The revenue, rates, rate design, and service charges proposed by CenterPoint, the parties in the *Unanimous Settlement Agreement*, and identified in the schedules attached to this Order are just and reasonable, are not unreasonably preferential, prejudicial, or discriminatory, and are sufficient, equitable, and consistent in application to each class of consumer, as required by TEX. UTIL. CODE ANN. (Vernon 2007 and Supp. 2015).
17. The Commission has assured that the rates, operations, and services established in this docket are just and reasonable to customers and to the Company in accordance with the stated purpose of the Texas Utilities Code, Subtitle A, expressed under TEX. UTIL. CODE ANN. §101.002 (Vernon 2007 and Supp. 2015).
18. The overall revenues as established by the findings of fact and attached schedules are reasonable; fix an overall level of revenues for CenterPoint that will permit the Company a reasonable opportunity to earn a reasonable return on its invested capital used and useful in providing service to the public over and above its reasonable and necessary operating expenses, as required by TEX. UTIL. CODE ANN. § 104.051 (Vernon 2007 and Supp. 2015); and otherwise comply with Chapter 104 of the Texas Utilities Code.
19. The revenue, rates, rate design, and service charges proposed will not yield to CenterPoint more than a fair return on the adjusted value of the invested capital used and useful in rendering service to the public, as required by TEX. UTIL. CODE ANN. § 104.052 (Vernon 2007 and Supp. 2015).

20. The rates established in this docket comport with the requirements of TEX. UTIL. CODE ANN. §104.053 (Vernon 2007 and Supp. 2015) and are based upon the adjusted value of invested capital used and useful, where the adjusted value is a reasonable balance between the original cost less depreciation and current cost less an adjustment for present age and condition.
21. The rates established in this case comply with the affiliate transaction standard set out in TEX. UTIL. CODE ANN. § 104.055 (Vernon 2007 and Supp. 2015). Namely, in establishing a gas utility's rates, the regulatory authority may not allow a gas utility's payment to an affiliate for the cost of a service, property, right or other item or for an interest expense to be included as capital cost or an expense related to gas utility service, except to the extent that the regulatory authority finds the payment is reasonable and necessary for each item or class of items as determined by the regulatory authority. That finding must include: (1) a specific finding of reasonableness and necessity to each class of items allowed; and (2) a finding that the price to the gas utility is no higher than the prices charged by the supplying affiliate to its other affiliates or divisions or to a non-affiliated person for the same item or class of items.
22. TEX. UTIL. CODE ANN. § 104.003(a) (Vernon 2007 and Supp. 2015) provides that a rate may not be unreasonably preferential, prejudicial, or discriminatory but must be sufficient, equitable, and consistent in application to each class of consumer. In establishing a gas utility's rates, the Commission "may treat as a single class two or more municipalities that a gas utility serves if the [C]ommission considers that treatment to be appropriate."
23. In any rate proceeding, any utility and/or municipality claiming reimbursement for its rate case expenses pursuant to TEX. UTIL. CODE ANN. §103.022(b) (Vernon 2007 and Supp. 2015) shall have the burden to prove the reasonableness of such rate case expenses by a preponderance of the evidence. Evidence must be provided related to, but not limited to, the amount of work done; the time and labor required to accomplish the work; the nature, extent, and difficulty of the work done; the originality of the work; the charges by others for work of the same or similar nature; and any other factor taken into account in setting the amount of the compensation. 16 TEX. ADMIN. CODE § 7.5530(a).
24. In determining the reasonableness of the rate case expenses, the Commission shall consider all relevant factors, including but not limited to those set out previously, and shall also consider whether the request for a rate change was warranted, whether there was duplication of services or testimony, whether the work was relevant and reasonably necessary to the proceeding, and whether the complexity and expense of the work was commensurate with both complexity of the issues in the proceeding and the amount of the increase sought, as well as the amount of any increase granted. 16 TEX. ADMIN. CODE §7.5530(b).
25. The jurisdiction of the Commission in these consolidated cases does not extend to municipalities that are not parties to this proceeding. TEX. UTIL. CODE ANN. §§ 102.001 and 103.055 (Vernon 2007 and Supp. 2015).

26. It is reasonable for the Commission to allow CenterPoint to include a Purchased Gas Adjustment Clause in its rates to provide for the recovery of its gas costs, in accordance with 16 TEX. ADMIN. CODE § 7.5519.
27. CenterPoint is required by 16 TEX. ADMIN. CODE § 7.315 to file electronic tariffs incorporating rates consistent with this Order within thirty days of the date of this Order.
28. CenterPoint has established that the Company's books and records conform with 16 TEX. ADMIN. CODE § 7.310 to utilize FERC's USOA prescribed for Natural Gas Companies, and CenterPoint is thus entitled to the presumption that the amounts included therein are reasonable and necessary in accordance with Commission Rule 7.503.

IT IS THEREFORE ORDERED that the proposed schedule of rates under the *Unanimous Settlement Agreement* is hereby **APPROVED**.

IT IS FURTHER ORDERED that the rates, rate design, and service charges established in the findings of fact, conclusions of law, and as shown on the attached tariffs for CenterPoint are **APPROVED**.

IT IS FURTHER ORDERED that the factors established for future IRAs in Finding of Fact No. 35 and included in Paragraph 4 of the *Unanimous Settlement Agreement* are **APPROVED**.

IT IS FURTHER ORDERED that CenterPoint file an annual report with Staff detailing any increase or decrease above or below the benchmark amount of \$722,871 for the South Texas Division, set in this docket, for third-party system safety and integrity expenses within ninety (90) days after each calendar year end.

IT IS FURTHER ORDERED that CenterPoint shall reimburse ACM and STCC their reasonable rate case expenses as set out above and that the attached tariffs are just and reasonable.

IT IS FURTHER ORDERED that final actual incurred rate case expenses be filed with the Commission through completion of the case within thirty (30) days of issuance of this Order.

IT IS FURTHER ORDERED that CenterPoint file an annual Rate Case Expense Report with Staff detailing recovery of rate case expenses as described in Finding of Fact No. 69 within ninety (90) days after each calendar year end until the calendar year end in which the rate case expenses are fully recovered.

IT IS FURTHER ORDERED that the *Unanimous Settlement Agreement* attached to this Order is hereby **APPROVED**.

IT IS FURTHER ORDERED that, in accordance with 16 TEX. ADMIN. CODE § 7.315, within thirty (30) days of the date this Order, CenterPoint shall electronically file tariffs and rate schedules in proper form that accurately reflect the rates in Exhibit A approved in this Final Order with the Director of the Commission's Oversight & Safety Division. The tariffs shall incorporate rates,

rate design, and service charges consistent with this Order, as stated in the findings of fact and conclusions of law and shown on the attached Schedules.

IT IS FURTHER ORDERED that any incremental change in rates approved by this Final Order and implemented by CenterPoint shall be subject to refund unless and until CenterPoint's tariffs are electronically filed and accepted by the Gas Services Department in accordance with 16 TEX. ADMIN. CODE § 7.315.

IT IS FURTHER ORDERED that all proposed findings of fact and conclusions of law not specifically adopted in this Order are hereby **DENIED**.

IT IS FURTHER ORDERED that all pending motions and requests for relief not previously granted or granted herein are hereby **DENIED**.

This Order will not be final and effective until twenty (20) days after a party is notified of the Commission's Order. A party is presumed to have been notified of the Commission's Order three days after the date on which the notice is actually mailed. If a timely motion for rehearing is filed by any party of interest, this Order shall not become final and effective until such motion is overruled, or if such motion is granted, this Order shall be subject to further action by the Commission. Pursuant to TEX. GOV'T CODE ANN. §2001.146(e), the time allotted for Commission action on a motion for rehearing in this case prior to its being overruled by operation of law, is hereby extended until ninety (90) days from the date the Order is served on the parties.

SIGNED this ____ day of May, 2018.

RAILROAD COMMISSION OF TEXAS

CHAIRMAN CHRISTI CRADDICK

COMMISSIONER RYAN SITTON

COMMISSIONER WAYNE CHRISTIAN

ATTEST:

SECRETARY

**CITY OF GARDEN RIDGE, TEXAS
RESOLUTION NO. 429-052018**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN RIDGE, TEXAS, TO EXTEND IMPLEMENTATION OF THE EFFECTIVE DATE OF THE MASTER LAND USE PLAN

WHEREAS, City Council adopted a Master Land Use Plan on October 23, 2017; and

WHEREAS, City Council the implementation date for the Master Land Use Plan was scheduled for March 1, 2018; and

WHEREAS, the City's zoning and subdivision ordinances require substantial revisions in order to make the Master Land Use Plan recommendations effective; and

WHEREAS, the City Attorney's office requires additional time in order to complete the revisions to the zoning and subdivision ordinances in order to properly incorporate the recommended land uses in the Master Land Use Plan

NOW THEREFORE; BE IT THEREFORE RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDEN RIDGE, TEXAS:

SECTION 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes and findings of fact.

SECTION 2. Extension of deadline. City Council hereby extends the implementation of the Master Land Use Plan to August 30, 2018.

PASSED AND APPROVED on this 2nd day of May, 2018.

Larry Thompson
Mayor

ATTTEST:

Shelley Goodwin
City Secretary

Future Agenda Items

City Council

May 10, 2018

Special Meeting

1. Canvass Election (announce May 5, 2018 General Election was cancelled on March 7, 2018 due to unopposed candidates Place 1, Place 4, and Place 5).
2. Administer Oath of Offices
3. Issue Election Certificates

June 6, 2018

Regular Meeting

- 14** business days before Meetings (5/23/18) City Council and Staff items are due
- 8** business days before Meetings (5/28/18) City Administrator and Mayor review agenda. Mayor sets the agenda. City Attorney is sent the agenda to approval.
- 7** business days before Meetings (5/30/18) Post Agenda on bulletin board City Council will receive packet
(allowing a day and half for corrections and to request additional information to be added)
- 5** business days before Meetings (6/1/18) Post Agenda Packet to City Website
- Meeting Day** (6/6/18) Mayor and City Administrator meet with Department Heads Wednesday @ 10 a.m.

City Council = Red

Quarry Commission = Purple

Planning & Zoning = Green

Water Commission = Blue

Impact Fee Committee = Pink

Wildlife Management Advisory Commission = Brown

City Events=

Sun	Mon	Tues	Wed	Thur	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Proclamations/Awards/Recognitions

Consent Agenda

1. Minutes 5-2-18
2. Financial Report

Reports

1. Staff Reports
 - a. Admin,
 - b. PD
 - c. Public Works,
 - d. Water,
 - e. Library
2. CIP
 - a. CIP Project for 2013
 - b. CIP Project for 2015
 - i. Phase I
 - ii. Phase II
 - iii. Trinity Wells #9 and #10 Project
 - c. Sewer System (FM 2252)
 - d. Naco Loop Waterline

3. City Commission and Committee Reports/ Recommendation/Possible Actions
 - a. P&Z-
 - i. Public Hearing/recommendation-Therialt Variance
 - b. Quarry
 - c. Water
 - d. Wildlife Management Advisory Commission
 - i. Activity Report
 - e. Parks Committee Activities/Project Updates
 - i. Activity Report
 - f. *Volunteer Garden Ridge!*
 - i. Activity Report
 - ii. Water tank beautification

Ordinances

1. City Seal and Logo Ordinance
2. Building and Plumbing Ordinance

Resolutions

Approvals/ Authorizations/Reports

1. FY 2018 Budget Amendment #1
2. Comal County Hazard Mitigation Plan

Updates:

1. City Administrator Projects
 - a. Water and wastewater rate Analysis Study
 - b. Citizen Contact Report
2. Mayor's Projects
 - a. Communication
 - b. Citizen Contact Report
 - c. Vulcan Construction
3. City Council Projects
 - a. Postal mail issues occurring within the City (Lantzy)

Executive Session

June 25, 2018
Special Meeting
Time TBA

1. Budget Work Session

July 5, 2018

- 14** business days before Meetings (6/20/18) City Council and Staff items are due
- 9** business days before Meetings (6/25/18) City Administrator and Mayor review agenda. Mayor sets the agenda. City Attorney is sent the agenda to approval.
- 7** business days before Meetings (6/27/18) Post Agenda on bulletin board City Council will receive packet
(allowing a day and half for corrections and to request additional information to be added)
- 5** business days before Meetings (6/29/18) Post Agenda Packet to City Website
- Meeting Day** (7/5/18) Mayor and City Administrator meet with Department Heads Wednesday @ 10 a.m.

City Council = Red

Impact Fee Committee = Pink

Quarry Commission = Purple

Planning & Zoning = Green

Water Commission = Blue

Wildlife Management Advisory Commission = Brown

July 4th/Holiday= City Events

Sun	Mon	Tues	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Proclamations/Awards/Recognitions

Consent Agenda

1. Minutes 6-6-18
2. Financial Report

Reports

1. Staff Reports
 - a. Admin,
 - b. PD
 - c. Public Works,
 - d. Water,
 - e. Library
2. CIP
 - a. CIP Project for 2013
 - b. CIP Project for 2015
 - i. Phase I
 - ii. Phase II
 - iii. Trinity Wells #9 and #10 Project
 - c. Sewer System (FM 2252)
 - d. Naco Loop Waterline

3. City Commission and Committee Reports/ Recommendation/Possible Actions
 - a. P&Z-
 - b. Quarry
 - c. Water
 - d. Wildlife Management Advisory Commission
 - i. Activity Report
 - e. Parks Committee Activities/Project Updates
 - i. Activity Report
 - f. *Volunteer Garden Ridge!*
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Ordinances

Resolutions

Approvals/ Authorizations/Reports

Updates:

1. City Administrator Projects
 - a. Water and wastewater rate Analysis Study
 - b. Citizen Contact Report
2. Mayor's Projects
 - a. Communication
 - b. Citizen Contact Report
 - c. Vulcan Construction
3. City Council Projects
 - a. Postal mail issues occurring within the City (Lantzy)

Future Agenda Items

Executive Session

July 12, 2018
Special Meeting
Time TBA

1. 2nd Budget Work Session

July 23, 2018
Special Meeting
Time TBA

1. 3rd Budget Work Session

PENDING FUTURE AGENDA ITEMS

1. 2/2/16 Discussion of issues surrounding Bat Cave Road will be placed on future Council agenda...
McCaw
2. Ordinance update plan....*Trevino & Goodwin*
3. Ordinance 54-Water Leak Adjustments/Water Rate Study.... *Mayor*
4. Discussion on Annexation (waiting until MLUP goes in effect)..... *McCaw*
5. Personnel Policy....*Ford*
6. Ordinance 24 Parks....*Cain*
7. Ethic Ordinance ... *8-30-17 City Council motion*
8. Website and Social Media Policy....*Goodwin*
9. Structure definition (part of subdivision changes)...*Bower*
10. Drones.....*McCaw*
11. External lighting*Erickson*
12. Purchasing Policy....*Cain*

Items for further discussion before adding to list

State of City..... *Cain*