

#### Regular Council Meeting Agenda

Tuesday, April 19, 2022 at 6:30 PM 8301 Westview Drive, Houston, Texas 77055

Notice is hereby given of a Regular Council Meeting of the City of Hilshire Village, Texas Council to be held on Tuesday, April 19, 2022 at 6:30 PM in the City Hall Council Chambers at 8301 Westview, Houston, Texas 77055

The meeting will be in person and social distancing is requested. Face Mask are recommended.

Any person may participate and address the City Council at the meeting or public hearing by Zoom, telephone, personal appearance at City Hall, or by writing.

#### Join by Zoom:

https://us06web.zoom.us/j/81717869779?pwd=M3E1TTZ5eVNwUzJGeFJxS0IxUnRYUT09

Meeting ID: 817 1786 9779

Passcode: 756189 One tap mobile

+13462487799,,81717869779#,,,,\*756189# US (Houston)

This written notice, the meeting agenda, and the agenda packet, are posted online at http://www.hilshirevillagetexas.com.

The public will be permitted to offer public comments in person or electronically as provided by the agenda and as permitted by the presiding officer during the meeting.

IF YOU WOULD LIKE TO SEND YOUR COMMENTS PRIOR TO THE MEETING PLEASE SEND TO susan.blevins@hilshirevillagetexas.com.

A recording of the telephonic meeting will be made, and will be available to the public in accordance with the Open Meetings Act upon written request. The matters to be discussed and acted on at the meeting are shown on the agenda below: If you need extra instructions for the use of Zoom please call prior to one (1) hour before meeting (713-973-1779).

#### 1. CALL TO ORDER

- **1.A.** Invocation given by Council Member Carey
- 1.B. Pledge of Allegiance
- 1.C. Roll Call

#### 2. CITIZEN'S COMMENTS

This is an opportunity for citizens to speak to Council relating to agenda and non- agenda items. Comments are limited up to three minutes. If the topic the speaker wishes to address is on the agenda, the speaker can either speak at this time or defer comments until such time the item is discussed.

Speakers are required to address council at the microphone and give their name and address prior to voicing their concerns.

Note: To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. Items that cannot be referred to the City staff for action may be placed on a future City Council agenda. A copy of any prepared remarks or notes to be used and/or distributed by the speaker must be presented to the City Secretary prior to the beginning of the meeting.

#### 3. REPORTS TO COUNCIL

- 3.A. Police Report
- 3.B. Building Official Report
- 3.C. Engineer Report

7906 N. Villa Court

2 Pine Creek Lane

12 Pine Creek Lane

7915 S. Villa Circle

Bromley Street Repair/Pine Chase Drive Yard Inlet Replacement

Street Sign Replacement

Wirt Road Safety Project/City of Houston Interlocal Agreement

#### 4. <u>DISCUSSION AND POSSIBLE ACTION</u>

4.A. Discussion and Possible authorization of the sale by special warranty deed of a portion of Hilshire Villa Drive to David Schwab, the adjacent property owner of Lot 7, South Villa Circle

#### 5. REPORTS TO COUNCIL

- **5.A.** Fire Commissioner's Report (Commissioner Byrne)
- 5.B. Mayor Herron's Report

**5.C.** City Administrator's Report: (City Administrator Blevins)

Complaint Log

Consent Agenda

Discuss proposal by Centerpoint Energy Resources, Corp. to implement interim GRIP Rate adjustments for gas utility rates

Discuss CenterPoint's filing for a Distribution Cost Recovery Factor or DCRF rate case

Discuss City of Houston Water and Sewer Rate Increases

Discuss Comptroller's Request for reimbursement of funds paid to the City incorrectly

**5.D.** City Treasurer's Report (City Administrator Blevins)

#### 6. CONSENT AGENDA

- **6.A.** Approve Disbursements
- 6.B. Approve Minutes from the Regular Council Meeting of March 15, 2022
- **6.C.** Approve Check Registers for March 2022
- 6.D. Approve 2nd Quarter Investment Report
- 6.E. Authorize Mayor to sign a new agreement with Power Now LLC for remote monitoring and Maintenance of Generator for \$850.00 to include monitor install, one year of maintenance and 24/7 monitoring
- 6.F. Approve a Proclamation recognizing the End of the Year Event on May 22, 2022 on Pine Chase Grove

#### 7. ADDITIONAL COUNCIL COMMENTS

#### 8. FUTURE AGENDA TOPICS

#### 9. ANNOUNCEMENTS

9.A. 911 Resolution

- 10. <u>CLOSED EXECUTIVE SESSION:</u> City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters on this agenda as authorized by Texas Government Code, Sections 551.071 (Consultation with Attorney) Sections 551.074 (Personnel Matters) and Sections (Security Devices or Security Audits).
  - **10.A.** Deliberate the appointment, employment and duties of a public employee

#### 11. DISCUSSION AND POSSIBLE ACTION

11.A. Discuss and consider possible actions related to Agenda Item Number 10

#### 12. ADJOURNMENT

NOTE: Agenda items may not necessarily be considered in the order that they appear. With regard to any item, Council may take various actions, including but not limited to rescheduling an item in its entirety or for particular action at a future date or time.

NOTE: IN THE EVENT A QUORUM OF THE CITY COUNCIL IS NOT PRESENT, THE REPORTING MEMBERS WHO ARE PRESENT WILL MEET AS A SUB-COMMITTEE, FOR DISCUSSION PURPOSE ONLY, REGARDING THE ABOVE AGENDA ITEM(S).

City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by Texas Government Code, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), and 551.086 (Certain Public Power Utilities: Competitive Matters). Following the executive session, if any, City Council may act in open session on any item discussed in the executive session.

I, Susan Blevins, do hereby certify that the above Notice of Meeting and Agenda for the City Council of the City of Hilshire Village was posted in a place convenient and readily accessible April 14, 2022 @ 3:00 p.m.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretative service must be made 48 hours prior to this meeting. Please contact the City Hall at 713-973-1779 or FAX -713-973-7793 for further information.

## SPRING VALLEY POLICE DEPARTMENT Calls - By Type

03\01\2022 thru 03\31\2022 Zone is: HILSHIRE VILLAGE

Type	Description	# Of Calls	
22	ALARM	5	
23	AMBULANCE CALL	6	
24	ANIMAL CALL	1	
43	ASSIST OUTSIDE AGENCY	1	
135	BUSINESS CHECK	343	
70	INFORMATION	7	
81	OPEN DOOR	4	
86	PUBLIC RELATIONS	91	
99	STALLED VEHICLE	1	
103	SUSPICIOUS ACTIVITY	2	
104	SUSPICIOUS PERSON	2	
105	SUSPICIOUS VEHICLE	3	
11	TRAFFIC STOP	20	
111	VEHICLE BLOCKING ROADWAY	3	
112	VEHICLE CHECK	2	
117	WELFARE CONCERN	1	
	Total	492	

03/31/2022 21:02 1 of 1

#### **BUILDING REPORT SUMMARY**

#### for the month of

#### March 2022

Plan Review: None

#### Permits:

Building	1
Mechanical	1
Electrical	2
Fence	2
Tree Removal	2
Erosion Control	1

Total: 9

#### **Change of Occupancy Use:**

• None

#### **Extended Permit Request:**

• None

#### **Inspections**:

Pass	41
Fail	9
Cancelled	0

Total: 50

#### Red Tag / Stop Work Orders Issued:

• 2 & 3 Pine Creek Lane – work without permit

#### **Building Finals / Certificates of Occupancy:**

- 1334 Glourie Drive building final
  - o CO pending drainage approval
- 7906 N Villa Ct CO issued 4/12/2022

#### Plan Review and Permit Log

	Date	Permit Number	Address	Issued To	Amount Received	Description / Scope
1	Tue 3/1/22	HV-22-030F	1240 Archley Drive	Ruvalcaba Construction & Remodeling	\$ 125.00	Fence Repair
2	Thu 3/3/22	HV-21-099EC	1302 Friarcreek Ln	Erosion Control Systems	\$ 980.00	Erosion Control
3	Mon 3/7/22	HV-22-032E	1306 Pine Chase Dr	Right Touch Electrical	\$ 170.00	Electrical - Repairs
4	Mon 3/7/22	HV-22-033T	14 Hilshire Grove	William Tree Services	\$ 25.00	Tree Removal - Hazard
5	Fri 3/11/22	HV-21-041E2	1123 Guinea Dr	Romo Electric	See HV-21- 041E	Electrical - New Construction
6	Tue 3/15/22	HV-22-034T	1125 Ridgeley Dr	Flores Tree Service	\$ -	Tree Removal - Dead
7	Mon 3/28/22	HV-21-111B	8001 Bromley Rd	Richard Price Custom Homes	\$ 7,823.41	Building - New Construction
8	Mon 3/28/22	HV-21-078M	14 Pine Creek Ln	Bourqe & Sons	\$ 250.00	Mechanical - Remodel
9	Tue 3/29/22	HV-22-036F	1319 Glenhilshire Dr	Shaw (Homeowner)	\$ 125.00	Fence Replacement

#### **Inspection Log**

	Log#	Address	Permit #	Request Type	Pass or Fail	Date	Inspector
1	22-059	1319 Pine Chase Drive	HV-22-014B	Framing	Pass	3/1/22	BBG
2	22-060	1319 Pine Chase Drive	HV-22-014E	Electrical Rough-In	Pass	3/1/22	BBG
3	22-061	1019 Ridgeley Dr	HV-22-020V	Driveway and Walkway Final	Pass	3/1/22	BBG
4	22-063	1334 Glourie Dr	HV-21-014T	Tree Final	Pass	3/2/22	Cary Moran
5	22-064	1334 Glourie Dr	HV-21-095SP	Swimming Pool Final	Pass	3/3/22	BBG
6	22-065	1334 Glourie Dr	HV-21-095SPE	Swimming Pool Electrical Final	Pass	3/3/22	BBG
7	22-066	1334 Glourie Dr	HV-21-095SPP	Swimming Pool Plumbing Final	Pass	3/3/22	BBG
8	22-067	8001 Bromley Rd	HV-22-021P	Sewer Disconnect	Pass	3/7/22	BBG
9	22-068	1334 Glourie Dr	HV-21-095B	Building Final	Pass	3/7/22	BBG
10	22-069	7907 Hilshire Green	HV-21-045B	Framing	Pass	3/7/22	BBG
11	22-070	8210 Mallie Ct	HV-21-094E	Electrical Final	Pass	3/7/22	BBG
12	22-071	8210 Mallie Ct	HV-21-094P	Plumbing Final	Pass	3/7/22	BBG
13	22-072	1123 Guinea Dr	HV-21-061P	Plumbing Top-Out	Pass	3/8/22	BBG
14	22-073	6 Hickory Shadows	HV-22-028P	Water Heater Final	Fail	3/8/22	BBG
15	22-074	6 Hickory Shadows	HV-22-028P	Water Heater Final	Pass	3/9/22	BBG
16	22-076	7906 N Villa Ct	HV-20-034F	Fence Final	Pass	3/9/22	BBG
17	22-077	7906 N Villa Ct	HV-20-034B	Building Final	Pass	3/9/22	BBG

#### Inspection Log

18	22-078	7906 N Villa Ct	HV-20-034B	Tree Final	Fail	3/9/22	Cary Moran
19	22-079	1334 Glourie Dr	HV-21-014B	Building Occupancy (Rear fence section has	Pass	3/9/22	BBG
20	22-080	1306 Pine Chase Drive	HV-22-032E	Electrical Reconnect and Final	Pass	3/9/22	BBG
21	22-081	8001 Bromley Rd	HV-22-021DEMO	Pre-Demolition - Perimeter Fencing	Fail	3/11/22	BBG
22	22-082	8001 Bromley Rd	HV-22-021DEMO	Pre-Demolition - Silt Fencing	Fail	3/11/22	BBG
23	22-083	8001 Bromley Rd	HV-22-021DEMO	Pre-Demolition - Tree Protection	Fail	3/11/22	BBG
24	22-084	7906 N Villa Ct	HV-20-034B	Tree Final	Pass	3/11/22	Cary Moran
25	22-085	1123 Guinea Drive	HV-21-041E2	Electrical Rough In	Pass	3/14/22	BBG
26	22-086	7907 Hilshire Green	HV-21-045B	Brick Tie	Pass	3/15/22	BBG
27	22-088	8001 Bromley Rd	HV-22-021DEMO	Pre-Demolition Reinspection	Pass	3/17/22	BBG
28	22-089	7915 S Villa Circle	HV-21-105GP	Gas Underground	Pass	3/17/22	BBG
29	22-090	7915 S Villa Circle	HV-21-105GP	Gas Test	Pass	3/17/22	BBG
30	22-091	7915 S Villa Circle	HV-21-105GE	Electrical Underground	Pass	3/17/22	BBG
31	22-092	11 Pine Creek Ln	HV-21-115F	Fence Replacement - East Section	Pass	3/22/22	BBG
32	22-093	1106 Glourie Dr	HV-21-086F	Fence Replacement - North Section	Pass	3/22/22	BBG
33	22-094	1119 Glourie Dr	HV-21-004F	Fence Replacement - South and Rear Sections	Pass	3/22/22	BBG
34	22-095	1210 Archley Drive	HV-21-060G	Generator Final	Pass	3/22/22	BBG
35	22-096	1240 Archley Dr	HV-22-030F	Fence Replacement - Rear & Side wrought iron	Pass	3/22/22	BBG

#### Inspection Log

36	22-097	1242 Ridgeley Dr	HV-20-016F	Fence Replacement - Rear Section	Pass	3/22/22	BBG
37	22-098	1315 Friarcreek Ln	HV-22-004DEMO	Demolition Final	Pass	3/22/22	BBG
38	22-099	8201 Mallie Ct	HV-22-013F	Fence Replacement - West Section	Pass	3/22/22	BBG
39	22-100	8006 Anadell	HV-21-015SP	Swimming Pool Final	Fail	3/22/22	BBG
40	22-101	1324 Pine Chase Drive	HV-22-001M	HVAC Final	Fail	3/30/22	BBG
41	22-102	1339 Friarcreek Ln	HV-22-003GP	Gas Ground - Generator	Pass	3/23/22	BBG
42	22-103	1339 Friarcreek Ln	HV-22-003GP	Gas Test - Generator	Pass	3/23/22	BBG
43	22-104	2 & 3 Pine Creek	N/A	Stop Work Order	Fail	3/19/22	BBG
44	22-105	8 Hilshire Oaks Ct	HV-21-091M	HVAC Final	Pass	3/25/22	BBG
45	22-106	8001 Bromley Rd	HV-22-021DEMO	Demolition Final	Pass	3/25/22	BBG
46	22-107	14 Pine Creek In	HV-21-078P	Plumbing Top-Out	Fail	3/25/22	BBG
47	22-108	1339 Friarcreek Ln	HV-22-003GE	Electrical Underground - Generator	Pass	3/30/22	BBG
48	22-110	14 Pine Creek In	HV-21-078P	Plumbing Top-Out Reinspection	Pass	3/30/22	BBG
49	22-111	8001 Bromley Rd	HV-21-111E	Electrical T-Pole	Pass	3/31/22	BBG
50	22-112	1319 Glenhilshire	HV-22-036F	Fence Final	Pass	3/31/22	BBG



April 14, 2022

Mayor and City Council City of Hilshire Village 8301 Westview Drive Houston, Texas 77055

Re: Engineer's Report for April 19, 2022 Council Meeting

HDR Job No. 10281855

Dear Mayor and Council Members:

HDR Engineering, Inc. (HDR) is pleased to submit this report on engineering related issues from March 11, 2022 to April 14, 2022.

- 1. On-Going Services (10336207):
  - a. 7906 N. Villa Court -
    - ➤ On April 8, 2022, HDR reviewed and returned to the City the As Built Drainage Plan for 7906 N. Villa Ct. All comments/corrections coordinated with the Contractor and Engineer were addressed on April 4, 2022. The as built drainage plan resubmittal was approved with exceptions noted.
  - b. 2 Pine Creek Lane
    - ➤ On March 19, 2022, the Building Official issued a stop work order to the Contractor working on landscape/erosion control improvements at 2 Pine Creek Lane. The City reviewed preliminary plans for these improvements back in June 2021 and comments were made requiring resubmittal. As of March 19, 2022, no plan resubmittal has been received nor approved by the City.
    - ➤ HDR is coordinating with the Mr. Jay Knoth (Advanced Curb Appeal Landscape Design, LLC), Contractor performing the landscaping improvements at 2 Pine Creek to determine if the proposed improvements will have an impact on the floodplain. HDR has requested a field meeting with the Contractor and we are currently awaiting a response from the Contractor to schedule the meeting.

hdrinc.com 4828 Loop Central Drive, Suite 800 Houston, Texas 77081 T 713-622-9264 F 713-622-9265 Texas Registered Engineering Firm F-754

#### c. 12 Pine Creek Lane –

➤ On March 25, 2022, HDR reviewed and returned to the City the Drainage Plan Resubmittal for 12 Pine Creek Lane. All comments/corrections requested by HDR in the February 15, 2022 review were addressed. The drainage plan resubmittal was approved with exceptions noted.

#### d. 7915 S. Villa Circle -

➤ On April 8, 2022, HDR reviewed and returned to the City the Pool Drainage Plan Amendment for 7915 S. Villa Circle. All comments/corrections from March 30, 2022 were coordinated and addressed with the Contractor and Engineer. The pool drainage plan amendment resubmittal was approved with exceptions noted.

#### e. Bromley Street Paving Point Repair/Pine Chase Grove Yard Inlet Repair –

➤ HDR is currently working with Contractor on the small paving point repair on Bromley Street (adjacent to 8116 Bromley St.) and the yard inlet replacement adjacent to the driveway of 1327 Pine Chase Grove. The Contractor has placed a One Call utility locate for the items and is providing schedule of the repairs in order to notify affected residents.

#### f. Street Sign Replacement –

➤ HDR is currently working with Contractor on the field installation portion of the project. The Contractor has scheduled installation of the signs to take place within the next week at the following locations: Pine Chase Drive/Pine Chase Grove intersection; N. Villa Court/S. Villa Circle intersection, along Ridgeley Drive between Mallie Court and Guinea Drive.

#### g. Wirt Road Safety Project/City of Houston Interlocal Agreement –

- ➤ On March 21, 2022, HDR had a Zoom Coordination Meeting with Mayor Russell Herron and City Administrator Susan Blevins to discuss the Draft Interlocal Agreement for the Wirt Road Safety Project. After further discussion on the available funding for mobility improvements, the City has decided to not pursue the Mobility Improvements (i.e. left turn holding lane expansions and traffic signal) at this time.
- ➤ HDR is currently coordinating with the City of Houston on revising the Draft Interlocal Agreement to only include the proposed sidewalk improvements. The City of Houston has previously committed to provide funding for the Mobility Improvements. Since Harris County Precinct 3 has committed to fund the Construction and Oversight of the proposed

sidewalks improvements, HDR is coordinating with the City of Houston to determine if they would be willing to contribute funding for the engineering portion of the sidewalk improvements instead of the Mobility Improvements.

If there are any questions concerning the information contained in this report, we will be glad to discuss them with you.

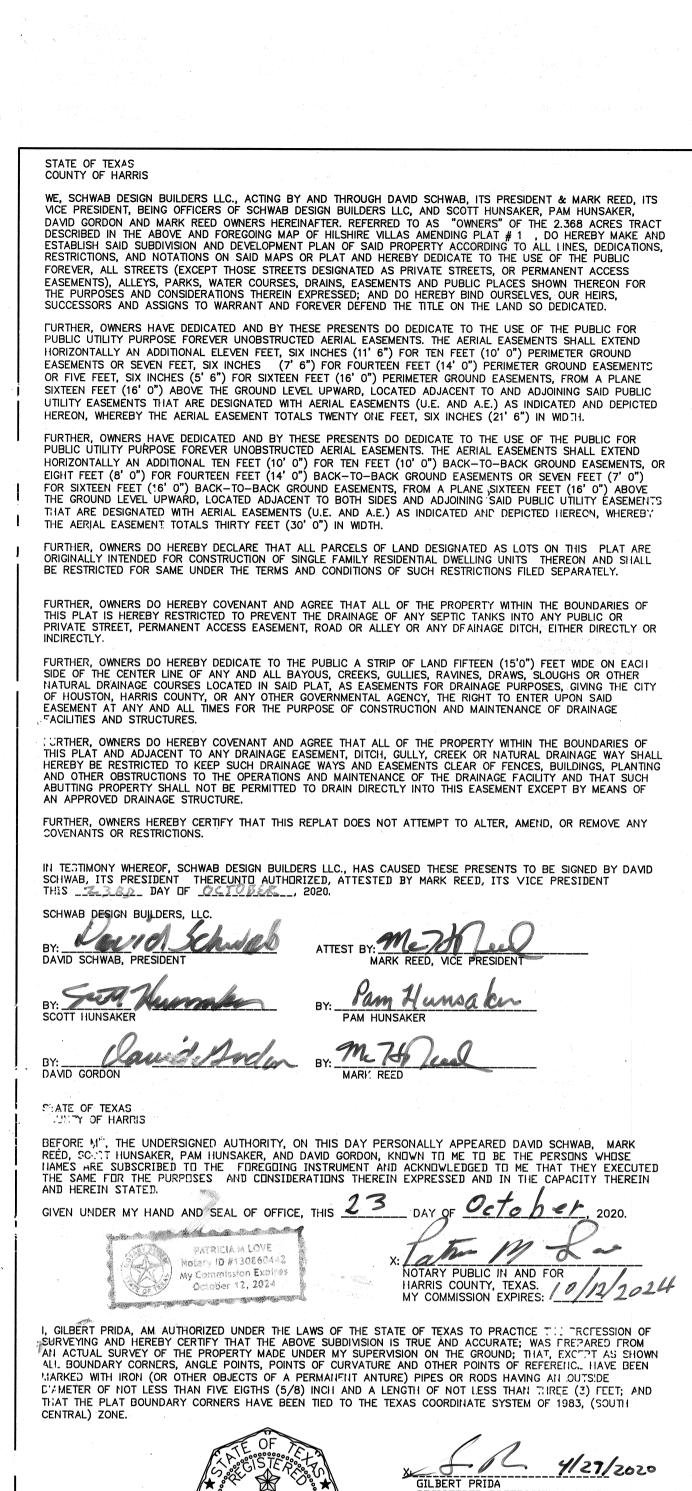
Sincerely,

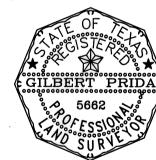
HDR Engineering, Inc.

Javier Vasquez, P.E., CFM

Civil Engineer

cc: Files (10336207)





REGISTERED PROFESSION ... LAND TEXAS REGISTRATION NO. 5662

CITY OF HILSHIRE VILLAGE THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF HILSHIRE VILLAGE, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF HILSHIRE VILLAS AMENDING PLAT # 1 AS SHOWN HEREON. IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE MAYOR AND SECRETARY OF THE CITY COUNCIL OF THE CITY OF HILSHIRE VILLAGE, TEXAS, THIS DAY OF DOLLARS, 2020.

Vallen RUSSELL HERRON - MAYOR

Juson Bleuns SUSAN BLEVINS - SECRETARY

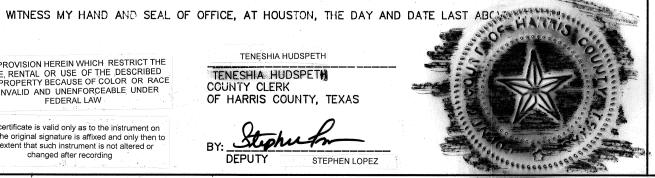
I, EFRAIN A. HIM, P.E., CITY ENGINEER OF HILSHIRE VILLAGE, HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE CITY OF HILSHIRE CITY COUNCIL AND THAT IT COMPLIES OR WILL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE CITY OF HILSHIRE VILLAGE.

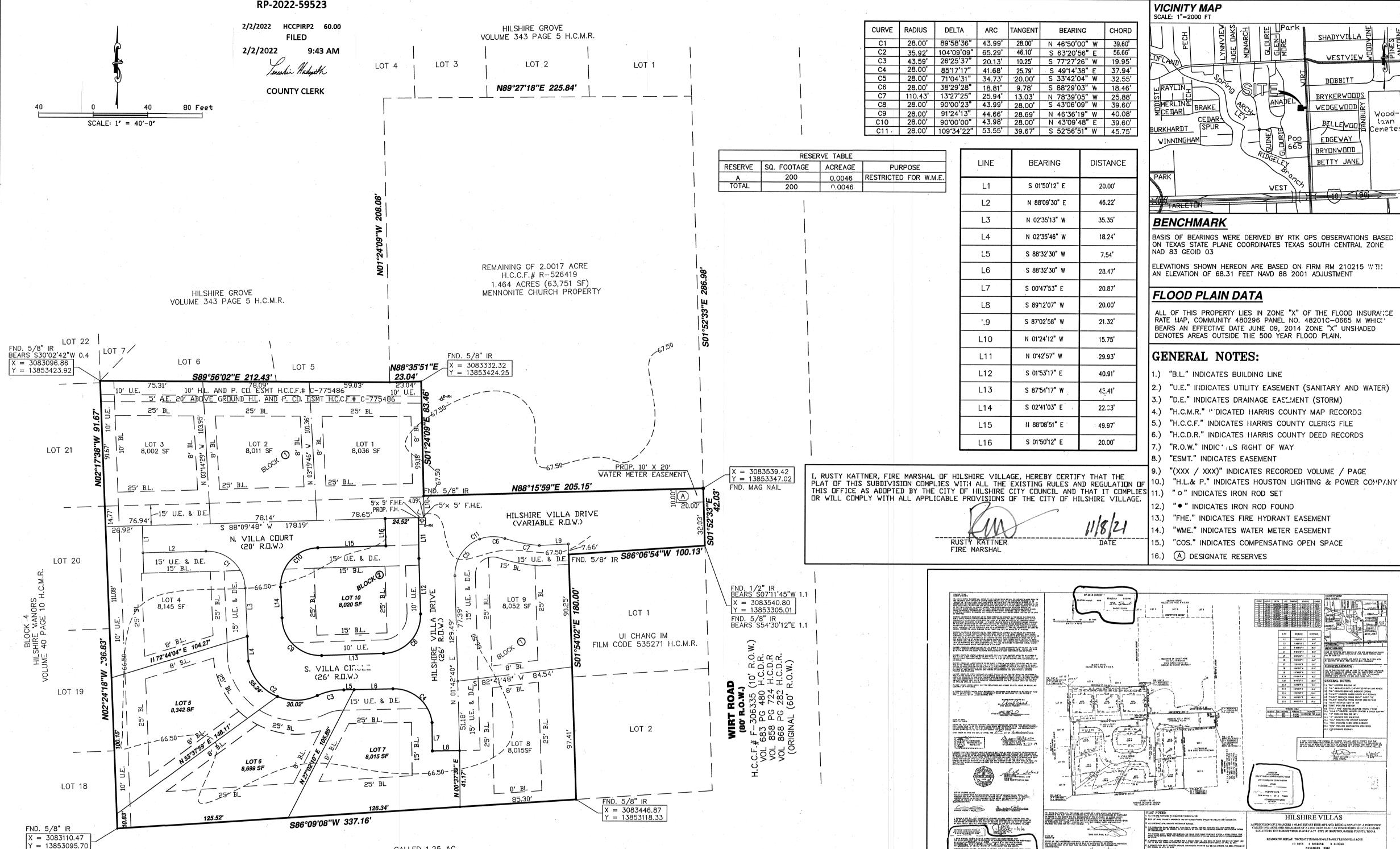
TENESHIA HUDSPETHCOUNTY CLERK OF HARRIS COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON FED. 2. 2022. AT 9:43 O'CLOCK A.M., AND DULY RECORDED ON FED. 7. 2022. AT 9:27 O'CLOCK A.M., AND AT FILM CODE NUMBER NO. 693970 OF THE MAP RECORDS OF HARRIS COUNTY FOR SAID COUNTY.

TENESHIA HUDSPETH

ANY PROVISION HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW This certificate is valid only as to the instrument on

TENESHIA HUDSPETH OF HARRIS COUNTY, TEXAS which the original signature is affixed and only then to changed after recording STEPHEN LOPEZ





SCALE: 1"=2000 FT C2 35.92' 104'09'09" 65.29' 46.10' S 63'20'56" E 56.66' C3 43.59' 26'25'37" 20.13' 10.25' S 77'27'26" W 19.95' C4 28.00' 85'17'17" 41.68' 25.79' \$ 49'14'38" E 37.94'

C5 28.00' 71'04'31" 34.73' 20.00' \$ 33'42'04" W 32.55'

C6 28.00' 38'29'28" 18.81' 9.78' \$ 88'29'03" W 18.46'

C7 110.43' 13'27'25" 25.94' 13.03' N 78'39'05" W 25.88'

C8 28.00' 90'00'23" 43.99' 28.00' \$ 43'06'09" W 39.60' MERLING BRAKE 
 C9
 28.00'
 91'24'13"
 44.66'
 28.69'
 N 46'36'19" W
 40.08'

 C10
 28.00'
 90'00'00"
 43.98'
 28.00'
 N 43'09'48" E
 39.60'

 C11
 28.00'
 109'34'22"
 53.55'
 39.67'
 S 52'56'51" W
 45.75'
 BURKHARDT WINNINGHAM DISTANCE PURPOSE 20.00' 46.22' N 88'09'30" E BENCHMARK N 02°35′46" W BASIS OF BEARINGS WERE DERIVED BY RTK GPS OBSERVATIONS BASED ON TEXAS STATE PLANE COORDINATES TEXAS SOUTH CENTRAL ZONE ELEVATIONS SHOWN HEREON ARE BASED ON FIRM RM 210215 WILL 28.47 AN ELEVATION OF 68.31 FEET NAVD 88 2001 ADJUSTMENT S 00°47'53" E FLOOD PLAIN DATA S 8912'07" W 20.00' ALL OF THIS PROPERTY LIES IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY 480296 PANEL NO. 48201C-0665 M WHIC: 21.32 S 87°02'58" W BEARS AN EFFECTIVE DATE JUNE 09, 2014 ZONE "X" UNSHADED DENOTES AREAS OUTSIDE THE 500 YEAR FLOOD PLAIN. N 01°24'12" W L10 15.75**'** |GENERAL NOTES: L12 S 01°53'17" E 1.) "B.L." INDICATES BUILDING LINE 2.) "U.E." INDICATES UTILITY EASEMENT (SANITARY AND WATER) L13 S 87°54'17" W 3.) "D.E." INDICATES DRAINAGE EASTMENT (STORM) S 02°41′03″ E L14 22.33' H.) "H.C.M.R." "DICATED HARRIS COUNTY MAP RECORDS

S 01°50′12" E

RUSTY KATTNER

FIRE MARSHAL

20.00'

16.) A DESIGNATE RESERVES 5th Stant FIRST OF EVEN FUNDAMENTAL (197) DONE TO MAKE SHARED SAMPLET ON STANDAY PRIT (F. OF STANDAY SHARED SAMPLET ON STANDAY PRIT (F. OF STANDAY SHARED SAMPLET ON SAMPLET SAM FIGURE CONDES TO PERFORM THE BUT HET BUT HET PARCE FOR A DESIGNATION AS IN A DAY HET BUT HE CONTRACT THE PARCE FOR A RESIDENCE THE PARCE FOR A P HAS OF REMAINS WIFE DERNITO OF MIX OF GOLDENATIONS SAUTO FURTHER, COMPANY TO HEREBY LONGING THE WARTER WAS ALL OF THE PROPERTY WHEN THE RECOGNING OF THE WAS A PERSON TO THE WAY TO FE AND A PERSON TO THE WAS AN ARREST THE WAS AND ARREST THE WAS AN ARREST THE WAS ARREST TO WAS ARREST THE WAS ARREST THE WAS ARREST THE WAS ARREST TO WAS ARR SLEVATIONS SHOWN MENERAL AND RASSED ON HANN BY 210216 MITH AN ELDVATION OF 68:31 FEET NOVO 88 2001 ADJUSTMENT VOLINE 343 FAGE & H CMR. THE PROPERTY OF THE PROPERTY O THAT THIS REPLAT BEES HOT APPOINT TO ALTER, MICHO, OR PERCHE AS THE THE PARTY OF T F." HORATED HARRIS COUNTY FLEROS THE R." INDICATES HARRIS COUNTY DEED RECOLDS MOSTER HOUSEN NOTIFIED YOUNG / PAGE OW! ATTEN BY ME DE CO MENTERS HILSHETE VILLA DAIVE STITES AT, THE LIGHTSHIP ADDITINGTY ON THE DITY PRESENTALLY APPEARS DAVID MORNING IN MAN MICH. NOTHING THE TO ME THE PERSON WHICH AND TREASURED TO BE CONTRIBUTED AND THE PERSON OF THE Duran Blemis TOTAL BLOOM By Survivary (Symm Space 27, 100 RUSTY MATTHER, FIRE PARCHAL D' BILLOHISE VILLAGE, MERE PE CERTIFY THAT THE HART D' PHIS RUBENIFEDS COPPLIES VITH ALL THE EXISTING BALES MYS BECOLATION OF HAI OFFICE AS ADDITED BY THE CITY OF HILLINGS CITY COUNCY, AND THAT IN COMPLIES OF VILL COMPLY VITH ALL APPLICACE PROVIDED BY THE CITY OF HILLINGS VILLAGE. DOES AT TO CONTRY BUT THE CITY CONDUCTION, OF THE CITY OF MADINET VALUES, THAN PAGE
AMPROACH THE FLAT HAND DESIRES WHICH FAILINGS WITH AN ARTHON MEDICAL THE CONTRY SPANNING OF THE MANDA AND RECOGNISH OF THE CITY

SOURCE AT THE CITY OF THE PROPERTY CALLEST BOOKS, THE CITY

OFFI OF THE CITY OF THE PROPERTY CALLEST BOOKS, THE CITY OF THE CITY CALLED 1.25 AG TERRACE MEDIODIST CHURCH VOL. 2/19, PG.116 H.C.D.R. Source Strawing

HILSHIRE VILLAS TROL IIII THE OCCUPANTS SHOWN INSTERN THE TENAS SOUTH FORMER, TONE MG. 4204 (MAS 81) STATE MANE GIR! COMPRISES AND MAY BE EMERGED TO THE SUBFACE BY APPLYING THE FRALEWING COMMINGS PROXET STATE FACTOR THE READMENT SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE STREETH — BOURN CONTRACT COMMAND FOR THE PARTICULAR HADDE CONTRACT CONTRACT STREETH — BOURN CONTRACT CONTRA THE TAKEN COMPLETED THE WARTE CONTLINE TO PERFORM THE TOP THE TAKEN THE TAKE A VANAMENT (TACK UMBAN LOOM, BYSETTS WHIN A MENULUS MODIL OF THE TOTAL THE TOTAL OF THE TOTAL THE TOTAL OF TH BEFIRE HE, THE LADDISSING AUTHORITY, ON THE UNIT PROCUMALLY APPEARED HE THE ESSENCE WHICH WHICH IS SUCCESSIVE TO THE FORESCENIA HISTOMERIT AND THE FORESCENIA HISTOMERIT AND THE FORESCENIA HISTOMERIT AND AND ADDROCATION OF THAT THEY THE AUTHORITY OF SAME FOR THE PROPOSED AND 10 LOTS 1 RESERVE 2 BLOCKS NOVEMBER 2015 NO SEAL OF OFFICE, INIS 19 DAY OF 10011 2016 BY MANITEMACK OF MY LABORATORS AND/OR POSSALE DETERMENT IN THE MARINE YEAR DAVE BON WILL NOT BE THE REPORTBERTY OF DIL OTH. THE MANITEMACE OF THREE APPROPRIETS BAY BE PROPORTED BY DOWNED DESIGN ORACOR, THE MEDICINE OF THEMSE MALES MONOR THE PROPERTY PROPERTY BY THE APPROPRIET BY LABORATORY OF THE TRUMBER. ENGINEER & SURVEYOR HOTARY PUBLIC IN AND FOR HARPING COUNTY, TEAR

WE, TEXAS GULF BANK, N.A. THE OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS HILLSHIRE VILLAS AMENDING PLAT # 1, SAID LIEN BEING EVIDENCED BY INSTRUMENT OF RECORD IN THE CLERK'S FILE NO. 20140329709 OF THE O.P.R.O.R.P. OF HARRIS COUNTY. TEXAS, DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSES AND EFFECTS OF SAID PLAT AND THE DEDICATIONS AND RESTRICTIONS SHOWN HEREIN TO SUBDIVISION AND I HEREBY CONFIRM THAT I AM THE PRESENT OWNER AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

COUNTY OF

STATE OF

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KNOWN TO ME TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS



NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS. 19124

#### PLAT NOTES:

CALLED 1.25 AC

TERRACE METHODIST CHURCH VOL. 2829, PG.116 H.C.D.R.

1) ALL LOTS ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE.

2) EACH LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES PER DWELLING UNIT ON EACH LOT. 3) ALL LOTS SHALL HAVE ADEQUATE WASTEWATER SERVICES.

4) THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 (NAD 83) STATE PLANE GRID COORDINATES AND MAY BE BROUGHT TO THE SURFACE BY APPLYING THE FOLLOWING COMBINED PROJECT SCALE FACTOR THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM - SOUTH CENTRAL ZONE,

NAD83 (CORS) DERIVED FROM THE FOLLOWING NGS CONTINUOUSLY OPERATING REFERENCE STATION (CORS) REFERENCED

) A VARIANCE FROM URBAN LOCAL STREETS WITH A MINIMUM RIGHT-OF-WAY WIDTH OF THIRTY (30) FEET OR TWENTY (20) FEET OF ROW AND PAVING AS SHOWN ON THE PLAT, HAS BEEN APPROVED BY CITY COUNCIL ON APRIL 21, 2015. 6) A VARIANCE FROM 80-FT DIAMETER CIRCULAR TURNAROUNDS AT END OF CUL-DE-SAC STREETS, HAS BEEN APPROVED BY

THE MAINTENANCE OF ANY LANDSCAPING AND/OR PRIVATE BETTERMENT IN THE HILSHIRE VILLA DRIVE ROW WILL NOT BE THE RESPONSIBILITY OF THE CITY. THE MAINTENANCE OF THESE IMPROVEMENTS WILL BE PERFORMED BY SCHWAB DESIGN BUILDERS, THE RESIDENTS OF HILSHIRE VILLAS AND/OR THE PARTY(IES) PERFORMING THE LANDSCAPING OR BETTERMENT.

### HILSHIRE VILLAS AMENDING PLAT # 1

A SUBDIVISION OF 2.368 ACRES (103,146 SQUARE FEET) OF LAND, BEING A REPLAT OF A PORTION OF CALLED 1.915 ACRE AND REMAINDER OF A 2.0017 ACRE TRACT AS DESCRIBED IN H.C.C.F.# R-526412 LOCATED IN THE ROBERT VINCE SURVEY A-77 CITY OF HOUSTON, HARRIS COUNTY, TEXAS.

REASON FOR REPLAT: TO REVISE THE BUILDING LINES ON LOTS 5, 6, 7 & 10

10 LOTS 1 RESERVE MAY 2020

2 BLOCKS

(SURV. #: 14-11009)

#### **OWNERS**

SCHWAB DESIGN BUILDERS LLC. DAVID SCHWAB 50 N CREEKSIDE CT. **HOUSTON TX 77055** (281)-850-6778

RECORDER'S MEMORANDUM: At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

**ENGINEER & SURVEYOR** 

12651 BRIAR FOREST, SUITE 350 HOUSTON, TEXAS 77077 (tel) 281-741-1998 (fax) 281-741-2068

(PR□J. #: 14-103.01)

BRYKERWOODS

Cemetery

WEDGEWOOD

EDGEWAY

BRYONWOOD

5.) "H.C.C.F." INDICATES HARRIS COUNTY CLERKS FILE 6.) "H.C.D.R." INDICATES HARRIS COUNTY DEED RECORDS

9.) "(XXX / XXX)" INDICATES RECORDED VOLUME / PAGE

7.) "R.O.W." INDIC 'LS RIGHT OF WAY 8.) "ESMT." INDICATES EASEMENT

12.) "●" INDICATES IRON ROD FOUND

13.) "FHE." INDICATES FIRE HYDRANT EASEMENT

14.) "WME." INDICATES WATER METER EASEMENT

15.) "COS." INDICATES COMPENSATING OPEN SPACE

BETTY JANE

Item 4.A.

WATER-SUPPLY FIXTURE	-UNIT	VAL	UES
PLUMBING FIXTURE TAE	LE 2903.	6	
FIXTURE GROUP OR TYPE OF FIXTURE	VALUE	QTY.	TOTAL
FULL-BATH GROUP WITH BATHTUB OR SHOWER STALL (3 TOTAL FIXTURES)	3.6	4	14.4
HALF-BATH GROUP (2 FIXTURES)	2.6	1	2.6
KITCHEN GROUP (SINK AND D.W.)	2.5	ı	2.5
LAUNDRY GROUP (WASHER AND SINK)	2.5	ı	2.5
BATHTUB	1.4	0	0
BIDET	0.7	0	0
CLOTHES WASHER	1.4	0	0
DISHWASHER	1.4	0	0
HOSE BIB / LANDSCAPE SPRINKLER	2.5	3	7.5
KITCHEN SINK	1.4	0	0
LAVATORY	0.7	2	1.4
LAUNDRY TUB	1.4	0	0
SHOWER STALL	1.4	1	1.4
WATER CLOSET (TANK TYPE)	2.2	0	0
TOTAL	_ W.S.F.U.:		32.3
WATER ME	TER SIZE:		Ι"
WATER L	.INE SIZE:		l"
2012 IRC TABLE P2903.6			

COMMON DRAINAGE AGREEMENT BY OTHERS. ADDRESS ASSIGNMENTS BY OTHERS.							
L SITE SYME	30LS						
⊕ ELEVATION MARK	SITE AREA DRAIN						
E ELECTRICAL METER	▼ PHONE STUB						
W WATER METER	C.O. SEWER CLEAN OUT						
GAS METER	H.B. HOSE BIB						
FIRE WALL (TYPE)	A/C PAD POOL EQUPT.						



SWALE PROFILE & NOTES

NO SCALE. SLOPES ARE EXAGGERATED.

- A 2% SLOPE HAS A VERTICAL RISE OF 1/4" PER FOOT. - A 5% SLOPE HAS A VERTICAL RISE OF 5/8" PER FOOT.

- FENCING, A/C PADS, AND DOWNSPOUT SPILLWAYS SHALL

SWALE PROVIDED THE WALK HAS A SLOPE AWAY FROM THE FOUNDATION WALL OF AT LEAST 2%, AND DOES NOT

- WHERE THERE ARE FOUNDATION WALLS ON BOTH SIDES OF

- WHEN THE SWALE WIDTH IS LESS THAN 48 INCHES, LOCATE

THE SWALE, PROVIDE A 5% SLOPE ON BOTH SIDES OF THE

- WHEN THE SWALE WIDTH IS GREATER THAN 48 INCHES.

LOCATE THE SWALE CENTERLINE 2/3 (0.667) THE SWALE

WIDTH AWAY FROM THE FOUNDATION WALL OR 24 INCHES

- WALKS (IMPERVIOUS SURFACES) MAY BE PART OF THE

INTERFERE WITH THE FLOW OF THE SWALE (NO STEPS).

SWALE WITH CENTERLINE LOCATED AT THE MIDPOINT.

NOT OBSTRUCT THE FLOW OF THE SWALE

THE SWALE CENTERLINE AT THE MIDPOINT.

(MINIMUM) FROM THE PROPERTY LINE.

MEL GARZA RESIDENTIAL & COMMERCIAL EMAIL: jeg.designbuild@gmail.com WEBSITE: JEGDESIGNBUILD.COM PHONE: 832-889-3922

#### SITE NOTES

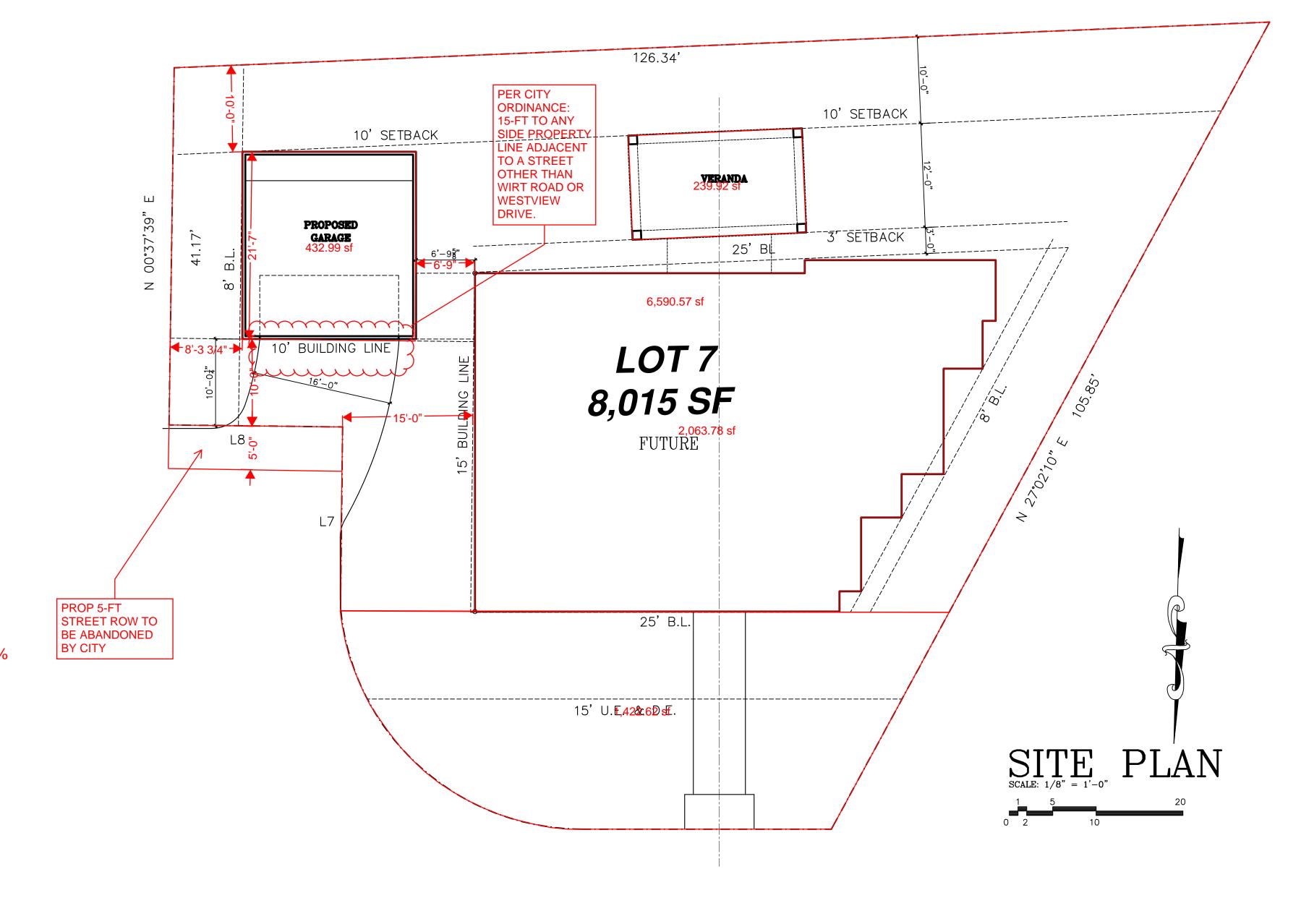
- ALL DRAWINGS PRESENTED HERE REFERENCES THE 2012 IRC AND 2012 IBC BUILDING CODES.
- FINISHED FLOOR ELEVATION SHALL BE A MINIMUM OF 12" ABOVE THE TOP OF THE NEAREST SANITARY SEWER MANHOLE COVER. QUALIFIED ENGINEER TO DETERMINE FINAL SLAB ELEVATION AND PROVIDE A SITE
- GRADING PLAN OR PER LOCAL AUTHORITY. ) ELEVATION OF THE NEAREST SANITARY SEWER MANHOLE COVER IS
- ASSUMED TO BE 100.0'. CURB ELEVATION (AS REFERENCED) TAKEN FROM TOP OF THE CURB.
- BUILDER TO APPROVE LOCATION OF HOUSE ON LOT, AND TO VERIFY ALL UTILITY LOCATIONS, ALL EASEMENTS, BUILDING, BLOCK FACE, AND SETBACK LINES PRIOR TO CONSTRUCTION.
- ) PLUMBER TO CONNECT INTO EXISTING SANITARY SEWER. PIPING TO BE SCH. 40 P.V.C. (OR EQ.) INSIDE PROPERTY, AND CONCRETE PIPING IN THE R.O.W. OR EASEMENT. SEE PLAN FOR SIZES.
- ) PLUMBER TO DETERMINE LOCATION OF WATER METER AND TO CONTACT THE LOCAL AUTHORITY TO CONNECT. WATER PIPE AND METER SIZES TO CONFORM WITH 2006 U.P.C. PIPING TO BE SCH. 40 P.V.C. (OR EQ.) SEE PLAN FOR SIZES. ABOVE GRADE "ELBOWS" ALLOWED FOR WATER AND GAS LINES ENTERING THE BUILDING PROPER (ONLY).
- ) ELECTRICIAN TO RUN THREE UNDERGROUND CONDUITS FROM SOURCE POLE OR TRANSFORMER TO GARAGE FOR: A) ELECTRIC SERVICE. B) COMMUNICATION SERVICE. C) ENTERTAINMENT SERVICE... AT THE SAME LOCATION. PROVIDE CONDUITS IN SLAB, PRIOR TO POUR, TO MINIMIZE ABOVE GRADE "ELBOWS" ENTERING THE BUILDING PROPER.
- ALL DRAINAGE AND RUNOFFS SHALL BE COLLECTED ON SITE IN AN UNDERGROUND SYSTEM OR DIRECTED ON THE SURFACE TO THE STREET DRAINAGE AND RUNOFF ARE NOT ALLOWED TO BE DIRECTED ONTO ADJACENT PROPERTIES. SEE SWALE DETAIL. DRAIN PIPING TO BE SCH.
- 40 P.V.C. (OR EQ.) WHEN AREA DRAINS. ) PROVIDE ONE QUALIFIED TREE PER 5000 SQ. FT. OF LOT SIZE OR ONE QUALIFIED TREE PER FAMILY.
- ) SHADED AREAS DESIGNATES MINIMUM COMMON AREAS AND/OR PRIVATE UTILITY EASEMENTS (PER APPLICATION). THIS PANEL IS USED AS A GUIDE FOR THE DRAFTING OF THE REQUIRED COMMON AREA AGREEMENT LETTER. THE REQUIRED COMMON AREA AGREEMENT LETTER TAKES
- ) ALL WATER, SANITARY SEWER, STORM, ELECTRICAL PIPING, AND PAVING LOCATED IN THE COMMON AREA(S) ARE TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- ) SIMILAR LINES (ELECTRIC, WATER, COMMUNICATION, ENTERTAINMENT) OF EACH TYPE CAN BE LOCATED IN THE SAME DITCH PROVIDED ALL LINES ARE SLEEVED THE ENTIRE RUN, OR MAINTAIN MINIMUM 36 INCH SPACING BETWEEN ALL LINES. ) ALL PIPING IN THE R.O.W. SHALL BE REINFORCED CONCRETE.
- 14) PROVIDE MINIMUM 12" CLEARANCE OF A/C PADS TO ANY VERTICAL SURFACE, WITH MINIMUM 18" BETWEEN A/C PADS, AND A 30" MINIMUM
- SERVICE AREA. ) ALL FENCING ALONG PROJECT BOUNDARY, AGAINST AN ADJACENT PROPERTY, TO BE MIN. 6 FOOT WOOD FENCE. ANY FENCE SHOWN AGAINST THE R.O.W. TO BE METAL AND CAN BE PLACED AGAINST THE PROPERTY LINE PROVIDED THE 6 FOOT MIN. METAL FENCE IS 25% OR LESS OBSCURE (3/4 INCH BARS OR TUBES PLACED 4 TO 5 INCHES ON CENTER), OTHERWISE PLACE FENCE A MINIMUM OF 2 FOOT AWAY FROM

DRIVEWAY & SIDE	EWALK SPECIFICATIONS
EXISTING CURB PROPOSED CONCRITE SMO BEDDAMG * TRABLIZED SM	TYPICAL DRIVENAY SECTION  NTS  A' R (TYP)  A' R (TYP)  A' TITLANA  A' TITLANA  A' TITLANA  A' TITLANA  TYPICAL  SIDEWALK SECTION  TYPICAL  SIDEWALK SECTION  NTS  TYPICAL  SIDEWALK SECTION
MOTES  1. ALL JOINTS SHALL COMPORM TO CITY OF HOUSTON 02792 STANDARD SPECIFICATION.  2. DRIVEWAYS SHALL BE MINIMUM 8" THICK, FOR SHOEL FAMILY USE AN OWNINUM 7" HINDER THE THICK FOR SHOEL FAMILY USE AND MINIMUM 7" HINDER THE THICK FOR SHOEL FAMILY USE AND SHEEMALS GENERAL BY CONSTRUCTED WITH PORTLAND CEMENT CONCRETE AND MICLIES 2-1/2 SACKS OF CEMENT PER CUBIC TARD OF CONCRETE.	4. STANDARD CONSTRUCTION SPECIFICATIONS LOCATED AT http://decuments.publiceorts.houstonts.gov/

Area in front of Front Building Line ~ 1,423 SF Area behind of Front Building Line ~ 6,591 SF ~ 8,014 SF Total Lot Area

Main Dwelling ~ 2,064 SF ~ 433 SF ~ 240 SF Veranda Total Impervious Area (Behind) ~ 2,737 SF

Estimated Impervious Coverage behind Front Building Line ~ 41.53% (Based on shown Main Dwelling, Garage and Veranda footprints)



### THE PROPERTY LINE THAT IS AGAINST THE R.O.W.. LOT SIZE: BUILDING FOOTPRINT: % OF BUILDING COVERAGE: INTERIOR LOT: MAXIMUM ALLOWABLE COVERAGE IS 60% CORNER LOT: MAXIMUM ALLOWABLE COVERAGE IS 75% DRIVE & WALKS: TOTAL IMPERVIOUS COVERAGE: TOTAL % OF LOT COVERAGE: MAXIMUM ALLOWABLE COVERAGE IS 75% BEFORE DETENTION IS REQUIRED SQUARE FOOTAGES FIRST FLOOR: 1621 SECOND FLOOR: 1969 TOTAL LIVING: 3590 VERANDA: 240 GARAGE: 400 TOTAL SLAB: 0 PORCH: 36 BALCONY: 30

TOTAL COV. AREA:

јов # E1000

DESIGN DEVELOPMENT

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THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION AS AN "ARCHITECTURAL WORK" UNDER 17 U.S.C. 102, ET\$SEQ. AS AMENDED BY THE ARCHITECTURAL WORKS PROTECTION ACT OF 1990. THE PROTECTION INCLUDES, BUT IS NOT LIMITED TO, THE OVERALL FORM AS WELL AS THE ARRANGEMENT AND COMPOSITION OF SPACES AND/OR THE DESIGN ELEMENTS. UNDER SUCH PROTECTION, UNAUTHORIZED USE OF THESE PLANS, WORK OR FORMS REPRESENTED THEREIN, WILL ENTITLE THE COPYRIGHTED OWNER TO RELIEF IN THE FORM OF ECONOMIC DAMAGES AND INJUNCTION AGAINST INFRINGING CONSTRUCTION OR USE.

2109

XX

26.3%

XX.X%

4296

ISSUE DATE: 3-24-22

SCHWAB DESIGN BUILDERS

HILLSHIRE VILLAGE LOT 7

SOUTH VILLA CIRCLE HOUSTON, TX 77055

#### Sec. 272.001. NOTICE OF SALE OR EXCHANGE OF LAND BY POLITICAL

**SUBDIVISION; EXCEPTIONS**. (a) Except for the types of land and interests covered by Subsection (b), (g), (h), (i), (j), or (l), and except as provided by Section 253.008, before land owned by a political subdivision of the state may be sold or exchanged for other land, notice to the general public of the offer of the land for sale or exchange must be published in a newspaper of general circulation in either the county in which the land is located or, if there is no such newspaper, in an adjoining county. The notice must include a description of the land, including its location, and the procedure by which sealed bids to purchase the land or offers to exchange the land may be submitted. The notice must be published on two separate dates and the sale or exchange may not be made until after the 14th day after the date of the second publication.

- (b) The notice and bidding requirements of Subsection (a) do not apply to the types of land and real property interests described by this subsection and owned by a political subdivision. The land and those interests described by this subsection may not be conveyed, sold, or exchanged for less than the fair market value of the land or interest unless the conveyance, sale, or exchange is with one or more (to the) abutting property owners who own the underlying fee simple. The fair market value is determined by an appraisal obtained by the political subdivision that owns the land or interest or, in the case of land or an interest owned by a home-rule municipality, the fair market value may be determined by the price obtained by the municipality at a public auction for which notice to the general public is published in the manner described by Subsection (a). The notice of the auction must include, instead of the content required by Subsection (a), a description of the land, including its location, the date, time, and location of the auction, and the procedures to be followed at the auction. The appraisal or public auction price is conclusive of the fair market value of the land or interest, regardless of any contrary provision of a home-rule charter. This subsection applies to:
- (1) narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances;
- (2) streets or alleys, owned in fee or used by easement;
- (3) land or a real property interest originally acquired for streets, rights-of-way, or easements that the political subdivision chooses to exchange for other land to be used for streets, rights-of-way, easements, or other public purposes, including transactions partly for cash;

....

- (c) The land or interests described by Subsections (b)(1) and (2) may be sold to:
- (1) abutting property owners in the same subdivision if the land has been subdivided; or
- (2) abutting property owners in proportion to their abutting ownership, and the division between owners must be made in an equitable manner.
- (d) This section does not require the governing body of a political subdivision to accept any bid or offer or to complete a sale or exchange.

.....

(f) The fair market value of land, an easement, or other real property interest in exchange for land, an easement, or other real property interest as authorized by Subsection (b)(3) is conclusively determined by an appraisal obtained by the political subdivision. The cost of any streets, utilities, or other improvements constructed on the affected land or to be constructed by an entity other than the political subdivision on the affected land may be considered in determining that fair market value.

_	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
	VILLAGE FIRE DEPT	Total Numl	er of Incide	ents 2022		Life Threatening	(LT) EMS Ir	ncidents		Life Th	nreatening (LT) Fire Incidents					
Α						Natl Stand. 6:30	of 90%	Natl. Stand 10:30	of 90%	# LT Fire	Natl Stand. 6:50	of 90%	% of 2021 (	Calls are:	Fire Alarms	% of Fire Calls
		Fire	EMS	Total	# LT EMS	1st Resp. Time		ALS Resp Time			Response Time		Fire	EMS		
	Bunker Hill Village	43	29	72	14	3:34	100%	6:04	100%	6	4:40	100%	60%	40%	21	49%
	Hedwig Village	59	57	116	35	2:55	100%	2:59	100%	8	3:27	100%	51%	49%	29	49%
	Hilshire Village	7	16	23	10	3:28	100%	5:08	100%	1	0:00		30%	70%	3	0%
	Hunters Creek Village	61	33	94	16	4:09	100%	5:35	100%	7	3:28		65%	35%	27	44%
	Piney Point Village	49	23	72	12	4:17	100%	5:04	100%	4	3:19	100%	68%	32%	28	57%
	Spring Valley Village	52	55	107	26	2:40	100%	4:17	100%	10	4:32	100%	49%	51%	7	13%
	Houston	14	0	14												
	Totals	285	213	498	113	3:30	100%	4:51	100%	36	3:25	100%	57%	43%	115	35%

Notes: ALL Response Time categories include from the receipt of the call at the Primary Dispatch to arrival on location of the responding units.

Column 1: Reflects the cities listed within the chart.

Column 2: Reflects the year to date number of "fire" type calls within each jurisdiction. Includes: fires, vehicle collisions, gas leaks, rescues, tree in roadways, and others.

Column 3: Reflects the year to date number of "EMS" calls within each jurisdiction.

Column 4: Reflects the year to date, total number of all calls within each jurisdiction.

Column 5: Reflects the year to date, number of "life threatening EMS" calls within each jurisdiction. Includes: heart attacks, strokes, seizures, cardiac arrest, seizures and others.

Column 6, Row A: Reflects the "National Standard for total response time for life threatening EMS Calls of 6 minutes 30 seconds.

Column 6: Reflects the year to date, first responder's response times for each jurisdiction.

Column 7, Row A, Reflects the National Standard of the percentage of calls which the national standard should be met: 90%

Column 7: Reflects the year to date, percentage of calls which the national standard is met during life threatening EMS calls.

Column 8 Row A: Reflects the National Standard for total response time for life threatening EMS calls for arrival of Advanced Life Support Equipment and Personnel: 10 minutes 30 seconds.

Column 8: Reflects the year to date, Advanced Life Support equipment and personnel response time for life threatening calls within each jurisdiction.

Column 9 Row A, Reflects the National Standard of the percentage of calls which the ALS standard should be met: 90%

Column 9: Reflects the year to date, percentage of calls, which the national standards is met of ALS response for each jurisdiction.

Column 10: Reflects the year to date, number of life threatening "Fire Type" calls within each jurisdiction.

Column 11: Reflects the year to date, average total response time to fire type calls within each jurisdiction.

Column 12: Reflects the year to date, percentage of life threatening fire type calls which meet or exceed the National Standard.

Column 13: Reflects the year to date, percentage of calls which are "fire type" calls.

Column 14: Reflects the year to date, percentage of call which are "EMS" calls.

Column 15: Reflects the year to date number of Fire Alarms within each jurisdiction.

Column 16: Reflects the percentage of fire type calls which are fire alarms.

# EAL 1955

#### CITY OF HILSHIRE VILLAGE

8301 Westview Drive, Houston, Texas 77055 713-973-1779 Susan.blevins@hilshirevillagetexas.com

COUNCIL IS REVIEWING SEVERAL PROJECTS AND YOUR INPUT IS VITAL. PLEASE RESPOND TO THE **FOLLOWING QUESTIONS: YOUR ADDRESS:** WIRT ROAD SAFETY PROJECT: Would you be in favor of sidewalks to be continuous from Westview to Hickory Shadows Park? Harris County will fund most of the construction costs. YES NO **COMMENTS:** LIGHTING PROJECT: Please give your opinion. NO ADDITIONAL LIGHTING TO BE INSTALLED – The City has adequate lighting ☐ THE CITY NEEDS ADDITIONAL LIGHTING Eliminate the dark spots by adding additional Cobra Lights similar to what exist now 5-year replacement plan for a new lighting design to be reviewed by residents **COMMENTS:** 

**RETURN METHODS:** EMAIL: <u>susan.blevins@hilshirevillagetexas.com</u>

MAIL: 8301 Westview Houston, Texas 77055

CALL: 713-973-1779

#### CITY OF HILSHIRE VILLAGE COMPLAINT FORM

Date Notified	Complaint/Issue	Address of Concern	Action	Results	Date Resolved
2/25/22	Water valve covers are too high	7906 N Villa Ct	Susan informed Inframark to repair.	4/13 Covers appear to be at a reasonable height.	4/13/2022
3/2/22	Drainage issues in the right-of-way caused by hydrant flushing.	1324 Pine Chase Grove	Area was reported on 11/13/19 and addressed by DonMar Grading on 10/20/20.	Susan, Javier and Council Member Byrne met at the site. Inframark has changed their mode of flushing using a fire hydrant hose going out to street. City of Houston has been contacted and the City is awaiting approval of tye type and location of fencing	
3/4/22	A tree in the drainage area next to his house has erosion at the roots and has become a hazard.	1305 Ridgeley Dr	Susan contacted CenterPoint to see if they can remove the tree. CenterPoint arborist will do a jobsite visit.	4/7 CenterPoint responded that they will not cut it down. The area is small partial piece of property that appears to have been conveyed to Harris County Flood Control. Engineer Vasquez sent photos of the tree to HCFCD, service request number SR#85985	
3/14/22	Street light # 297553 is not working properly, off and on at night.	1000 Ridgeley	Cassie reported the issue to CenterPoint, tracking # 1405573083	CenterPoint completed the repairs and closed the service ticket.	3/18/2022
3/17/22	Sign	1231 Wirt	Cassie reached out to the church officials, asked them to remove the temporary sign.		
3/17/22	Gravel and reflector at the end of driveway.	1322 or 1326 Ridgeley	The small gravel area has metal edging and appears to be erosion control for the drop off at the end of their driveway from vehicles. The area is not big enough to be a parking pad and the reflector appears to be for safety and does not block proper parking.	No further action taken.	4/13/2022
3/22/22	Drainage pipes are blocked and shrubbery growing over the top of the overflow pipes	1209 Pine Chase	Cassie drove by the area and did not see evidence of shrubbery or debris blocking the flow of water.	No further action taken.	4/13/2022
3/23/22	Power has been out since 6 AM, says this happens regularly. She sent screenshots of notifications received over the last few months regarding outages at her address.	1221 Archley	Cassie checked the CenterPoint Outage Tracker and found estimated 15 affected addresses. Estimated repair time was within the hour. Will continue to check the status. Susan forwarded the screenshots to CenterPoint account representative.	CenterPoint made repairs. They will contact the property owner regarding outage history.	3/24/2022
3/28/22	Garbage was not collected	8013 Anadell	Garbage was removed.	No further action needed.	3/28/2022
3/28/22	Garbage was not collected	1210 Glourie Dr	Garbage was removed.	No further action needed.	3/28/2022
3/28/22	Garbage is compiled in his driveway from neighbors, wants to know when it will be collected.	20 Hickory Shadows	Garbage was removed.	No further action needed.	3/28/2022
3/29/22	Tree next door is dying, hazard	1200 Pine Chase	Unable to locate the tree in question by driving by. Will need more direction from the neighbor.		
4/1/22	Garbage was not collected as well as her neighbors	Hickory Shadows	Cassie sent a notice to GFL of the skipped subdivision.	No further action needed.	4/1/2022
4/1/22	Garbage was not collected yesterday	20 Hickory Shadows	Notified GFL of the missed service.	No further action needed.	4/1/2022
4/1/22	Bandit signs for SBISD election	Hilshire Green	Cassie submitted a Houston 311 request to have the signs removed. Case # 217586-2200402379	Cassie removed the signs, Houston is not responding. The election committee for each candidate will be notified.	4/13/2022
4/5/22	Lawn debris bags out on Tuesday	8210 Mallie Ct	Cassie contacted the owners, advised the bags need to be removed from sight.	bags were moved.	4/5/2022
4/7/22	Garbage was skipped, but lawn debris was taken.	1210 Glourie Dr	Susan sent an email to customer service stating the cans are visible but weren't emptied.	No further action needed.	4/7/2022

#### CITY OF HILSHIRE VILLAGE COMPLAINT FORM

Date Notified	Complaint/Issue	Address of Concern	Action	Results	Date Resolved
4/8/22	Assisted Mrs. Lyons to get out of her driveway because there is a contractor vehicle blocking her.	14 Pine Creek Ln	Susan called the jobsite supervisor to have the vehicle moved.	Vehicle was moved.	4/8/2022
4/8/22	Cars parked on the street making it hard to get out safely.	1131 Glourie Dr	Susan emailed the supervisor to move the vehicles.	Vehicles moved.	4/8/2022
4/12/22	One garbage can was emptied, the other was not.	8013 Anadell	Cassie sent a message to GFL customer service to retrieve the remaining garbage.	No further action needed.	4/14/2022
4/13/22	Car parked on the street overnight	3 Hilshire Oaks	Cassie sent an email to the owners reminding of the overnight street parking ordinance.	No further action needed, SVPD will handle.	4/14/2022
4/13/22	Car parked on the street overnight	7902 N Villa Ct	Cassie sent an email to the owners reminding of the overnight street parking ordinance.	No further action needed, SVPD will handle.	4/14/2022
4/13/22	Political sign in the ROW	1220 Archley Drive	Cassie drove by and verified. Sent email to the owners to relocate the signs.		
4/13/22	Political sign in the ROW of a vacant address	1210 Ridgeley	No action, Mr. Byrne removed the sign.	No further action required	4/13/2022
4/13/22	Car parked on the street overnight	1306 Bridle Spur	Cassie sent an email to the owners reminding of the overnight street parking ordinance.	No further action needed, SVPD will handle.	4/13/2022
4/14/22	Cars lining the street, she couldn't get out.	14 Pine Creek Ln	Cassie called the contractor and discussed all of the concerns.	Contractor responded that he will make sure they are not blocking any driveways.	4/14/2022
4/14/22	Dumpster is full, trash is falling out onto the street.	14 Pine Creek Ln	Cassie called the contractor and discussed all of the concerns.	Contractor said the dumpster company is running behind but is scheduled.	4/14/2022
4/14/22	Contractors are speeding down the street.	14 Pine Creek Ln	Cassie called the contractor and discussed all of the concerns.	Contractor acknowledged the issues and will speak to the contractors.	4/14/2022
4/14/22	Deliveries to the construction site are not utilizing the Pine Creek Lane gate.	14 Pine Creek Ln	Cassie called the contractor and discussed all of the concerns.	Contractor said he has informed the delivery companies but when he is not able to be there they don't bother to come get a key. He will remind them.	4/14/2022



CenterPoint Energy 1111 Louisiana Street Houston, TX 77002-5231 P.O. Box 2628 Houston, TX 77252-2628

January 7, 2022

Mayor and City Council City of Manvel Manvel, Texas

#### **Delivered by Certified Mail**

Ladies and Gentlemen:

By this letter, CenterPoint Energy is updating its Schedule of Rates on file with the City of Manvel. The attached rates are currently effective for bills rendered on or after January 1, 2022, in the City of Manvel. New to the list below is Rate Schedule No. TCJA-HOU/TXC 2022. These rates must be observed by CenterPoint until changed as provided by the Gas Utility Regulatory Act.

Please find attached the following CenterPoint Energy rate schedules:

Rate Schedule No. R-2096A-I-GRIP 2021

Rate Schedule No. GSS-2096A-I-GRIP 2021

Rate Schedule No. GSLV-627A-I-GRIP 2021

Rate Schedule No. PGA-15T

Rate Schedule No. TA-14

Rate Schedule No. FFA-9

Rate Schedule No. MISC-17

Rate Schedule No. TCJA-HOU/TXC 2022

General Rules and Regulations

No action on the part of the City is required. If you have any questions regarding these rate schedules, please contact me at 713-207-5946.

Sincerely,

Keith L. Wall

Director of Regulatory Affairs

Attachments

## CENTERPOINT ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS TEXAS COAST DIVISION - INCORPORATED RATE SHEET RESIDENTIAL SERVICE RATE SCHEDULE NO. R-2096A-I-GRIP 2021

#### **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 Texas Coast 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 \$18.62<sup>1</sup>
  - (2) Commodity Charge All Ccf \$0.07196<sup>2</sup>
- (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.

#### **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.

Ν	otes
1,	OLOB

 1 Customer Charge
 \$15.25 (GUD 10750)

 2018 GRIP Charge
 0.71 (GUD 10717)

 2019 GRIP Charge
 1.14 (GUD 10836)

 2020 GRIP Charge
 0.67 (GUD 10949)

 2021 GRIP Charge
 0.85 (CASE 00005926)

 Total Customer Charge
 \$18.62

<sup>&</sup>lt;sup>2</sup> Commodity Charge of \$0.07196 (GUD 10750).

# CENTERPOINT ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS TEXAS COAST DIVISION - INCORPORATED RATE SHEET RESIDENTIAL SERVICE RATE SCHEDULE NO. R-2096A-I-GRIP 2021

#### 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 TEXAS COAST DIVISION - INCORPORATED RATE SHEET GENERAL SERVICE-SMALL

#### RATE SCHEDULE NO. GSS-2096A-I-GRIP 2021

#### 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 Texas Coast 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 \$22.81<sup>1</sup>
  - (2) Commodity Charge All Ccf \$0.05654<sup>2</sup>
- (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.

#### **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.

Notes:

 <sup>1</sup> Customer Charge
 \$17.67 (GUD 10750)

 2018 GRIP Charge
 1.10 (GUD 10717)

 2019 GRIP Charge
 1.73 (GUD 10836)

 2020 GRIP Charge
 0.98 (GUD 10949)

 2021 GRIP Charge
 1.33 (CASE 00005926)

 Total Customer Charge
 \$22.81

<sup>&</sup>lt;sup>2</sup> Commodity Charge of \$0.05654 (GUD 10750).

CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
TEXAS COAST DIVISION - INCORPORATED
RATE SHEET
GENERAL SERVICE-SMALL
RATE SCHEDULE NO. GSS-2096A-I-GRIP 2021

#### **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 TEXAS COAST DIVISION - INCORPORATED RATE SHEET GENERAL SERVICE-LARGE VOLUME RATE SCHEDULE NO. GSLV-627A-I-GRIP 2021

#### **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 Texas Coast 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 \$295.141
  - (2) Commodity Charge -

All Ccf @ \$0.08034<sup>2</sup>

- (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.

#### 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

 1 Customer Charge
 \$174.32 (GUD 10750)

 2018 GRIP Charge
 22.95 (GUD 10717)

 2019 GRIP Charge
 42.58 (GUD 10836)

 2020 GRIP Charge
 22.99 (GUD 10949)

 2021 GRIP Charge
 32.30 (CASE 00005926)

 Total Customer Charge
 \$295.14

<sup>&</sup>lt;sup>2</sup> Commodity Charge of \$0.08034 (GUD 10750).

## CENTERPOINT ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS TEXAS COAST DIVISION - INCORPORATED RATE SHEET

#### GENERAL SERVICE-LARGE VOLUME RATE SCHEDULE NO. GSLV-627A-I-GRIP 2021

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 or 14.95 pounds per square inch, as applicable, 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 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

## CENTERPOINT ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS TEXAS COAST DIVISION - INCORPORATED RATE SHEET GENERAL SERVICE-LARGE VOLUME RATE SCHEDULE NO. GSLV-627A-I-GRIP 2021

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, nor shall such payment be

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## CENTERPOINT ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS TEXAS COAST DIVISION - INCORPORATED RATE SHEET GENERAL SERVICE-LARGE VOLUME

GENERAL SERVICE-LARGE VOLUME RATE SCHEDULE NO. GSLV-627A-I-GRIP 2021

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.

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.

This Cost of Gas Clause shall apply to all general service rate schedules of CenterPoint Energy Entex in the Texas Coast Division and Houston 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 June 1, 2017, 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.

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

Item 5.C. 31

- f. the gas cost portion of bad debt expense;
- 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
  - i. 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

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 Docket No. GUD 10567 and as revised in GUD 10750, 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.

#### H. ANNUAL RECONCILIATION REPORT

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

- 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.

## ANNUAL RECONCILIATION REPORT TWELVE MONTH ENDING

	TO TAL SALES	\$ Dollars	<u>.</u>	( )	1	į		*	i		,	/#	S 18	r	: compe	69
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COST OF GAS REVENUE			Prior Period Adjustments	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total
<b>B</b>			Prio	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	
	RCHASES	S Dollars	<u>!</u>	i.	(a)	ï	E.		X	r	3.0	ix		81	•	· ·
SAS	TOTAL PURCHASES	Mcf@ 14.65	<b>%</b>	•))	•	*	*	*	ř	£	Ž.	•	0	1	*	
A.   COST OF PURCHASED GAS			Prior Period Adjustments	Year Month 1	П	Year Month 3			Year Month 6	Year Month 7	Year Month 8			Year Month 11	Year Month 12	Total

ANNUAL RECONCILIATION REPORT TWELVE MONTH ENDING

C MONTELY BALANCE										
	TOTAL	TOTAL COG	(OVER) / UNDER COLLECTION OF COG	ADJUSTMENTS	CELEBER PRECEDENTS: 40. PREAMCEMENTS: 40.	BAD DRBTS	PARTCETATION EXPENSES	OWIER	CUMULATIVE	CUMULATIVE BALANCE EXCLUDING INTEREST
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Ending Balance Brought Forward	luv**								64	64
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# CENTERPOINT ENERGY RESOURCES CORP. D/B/A/ CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS HOUSTON DIVISION AND TEXAS COAST DIVISION RATE SHEET PURCHASED GAS ADJUSTMENT RATE SCHEDULE NO. PGA-15T

# ANNUAL RECONCILIATION REPORT TWELVE MONTH ENDING

D. SALES VOLUMES		E. Interest on PGA Balance	
	Actual Mcf @ 14.65	12 months Average (O)/U Balance	EA.
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lotal		-	
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RECONCILIATION COMPONENT	COMPONENT	S - Per Mcf	

# CENTERPOINT ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS TEXAS COAST DIVISION RATE SHEET TAX ADJUSTMENT RATE SCHEDULE NO. TA-14

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 Texas Coast 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.

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# CENTERPOINT ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS TEXAS COAST DIVISION RATE SHEET FRANCHISE FEE ADJUSTMENT RATE SCHEDULE NO. FFA-9

### **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 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 <u>GUD Compliance@rrc.texas.gov</u> 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

### CENTERPOINT ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS TEXAS COAST DIVISION RATE SHEET

### SCHEDULE OF MISCELLANEOUS SERVICE CHARGES RATE SCHEDULE NO. MISC-17

### **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 – account not finalled (per trip)	\$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 test free of charge every four years	\$15
5.	Change customer meter**	\$55
6.	Change residential meter location: Minimum charge	\$350
	Additional meters in manifold each	\$55
7.	Tap Charge	No charge***
8.	Disconnect service at main	\$300
	(Plus any costs arising out of any city ordinance or regulation or governing work in city streets)	
9.	Restore service at main after termination for non-payment	\$300

- \* Outside the hours of 8:00 A.M. to 5:00 P.M. CST Monday Friday, on weekends, and on all Company designated holidays.
- \*\* Meters changed at customer's request. Does not include changes due to meter failure and/or incorrect measurement of usage.
- \*\*\* Except where Company is required to pay tap charge to pipeline supplier to serve the consumer, the consumer shall reimburse Company.

### CENTERPOINT ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS TEXAS COAST DIVISION RATE SHEET

### SCHEDULE OF MISCELLANEOUS SERVICE CHARGES RATE SCHEDULE NO. MISC-17

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

### **OTHER CHARGES**

11. Collection call - trip charge (not collected under miscellaneous service item no. 3 – Turning off service to active meter) \$20

12. Returned check \$20

13. Gas Main Extensions – See General Rules and Regulations, Section 5e, relating to Gas Main Extensions.

### **DEPOSITS**

Up to the maximum amount allowed under the Railroad Commission of Texas Quality of Service Rule  $\S7.45(5)(C)(ii)$  (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.

### CENTERPOINT ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS HOUSTON DIVISION AND TEXAS COAST DIVISION RATE SHEET

TAX CUTS AND JOBS ACT REFUND RATE SCHEDULE NO. TCJA-HOU/TXC 2022

#### **PURPOSE**

The purpose of this rider is to provide customers with certain tax benefits associated with the Tax Cuts and Jobs Act of 2017 (TCJA). The TCJA reduced the maximum corporate income tax rate from 35 percent to 21 percent beginning January 1, 2018. Rider TCJA-HOU/TXC returns to customers the Unprotected Excess Deferred Income Tax (EDIT) amounts not subject to the normalization provision of the Internal Revenue Code.

### APPLICATION

This rider applies to all residential, general service-small and general service-large volume customers of the Houston Division and Texas Coast Division.

The rates associated with this rider will be calculated in accordance with Appendix 1.

The unprotected EDIT will be amortized over three years and allocated to the customer classes based on the standard sales service allocation factors and base rate revenue allocation factors approved in GUD No. 10567. The allocated amounts by class shall be divided by the customer count billing determinants to calculate a monthly per bill refund. The refund for year three includes the present value of the year four return component of the change in the Company's rate base.

Monthly refunds shall appear as a line item on the bill titled, "Tax Refund".

#### TRUE-UP

Each subsequent Rider TCJA-HOU/TXC application will include a true-up of the actual amounts refunded to customers.

If the Internal Revenue Service issues new guidance or the Company acquires new information requiring the Company to revise the balances of Unprotected EDIT as a result of the TCJA or any other tax change, the Company reserves the right to make additional filings to recognize such adjustments.

Upon completion of the three-year amortization period, the over- or under- refund amounts will be transferred to a regulatory asset or regulatory liability until that over- or under- refund amount can be reconciled in a later proceeding.

### FILING PROCEDURES

On or before August 1 for all test years, during the term of Rider TCJA-HOU/TXC, the Company shall file with the Railroad Commission (RRC) and Cities the TCJA calculation as shown in Appendix 1 along with supporting schedules and workpapers. Unless disputed by the RRC Staff or Cities, rates per Appendix 1 will become effective for bills rendered on or after January 1. If the RRC Staff or Cities dispute the calculation, or any component thereof, the RRC Staff or Cities shall notify the Company on or before October 1.

### CENTERPOINT ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS HOUSTON DIVISION AND TEXAS COAST DIVISION RATE SHEET

### TAX CUTS AND JOBS ACT REFUND RATE SCHEDULE NO. TCJA-HOU/TXC 2022

#### CenterPoint Energy Houston and Texas Coast Divisions Rider TCJA-HOU/TXC Effective January 1, 2022

	(A)	(B) Standard Service
Line		Amounts
No.	Description	Year 2022
1	Unprotected Excess Deferred Income Taxes (EDIT)	\$ (4,318,089)
2	True-up for Previous Unprotected EDIT	\$ -
3	Total Unprotected (EDIT)	\$ (4.318,089)
	Base Rate Revenue Allocation Factors per GUD No. 10567	
4	Residential	90.1796%
5	General Service - Small	6,5762% 3,2442%
6	General Service - Large Volume Total	100.0000%
4		
	Impact to Revenues Allocated to Customer Classes	\$ (3,894,035)
8	Residential (Line 3 * Line 4)	(283,966)
9	General Service - Small (Line 3 * Line 5)	(140,087)
10 11	General Service - Large Volume (Line 3 * Line 6) Total	\$ (4,318,088)
2.3	local	0 11,010,000
	True-up for Previous Unprotected EDIT related to Billing Determinants	E. Vocasau
12	Residential	198,728
~	General Service - Small	7,543
	General Service - Large Volume	(10,100) S 196,172
15	Total	\$ 198,172
	Total Impact to Revenues by Customer Class	a transfer a second
16	Residential (Line 8 + Line 12)	\$ (3,695,307)
17	General Service - Small (Line 9 + Line 13)	(276,423)
18	General Service - Large Volume (Line 10 + Line 14)	(150,187) \$ (4,121,916)
19	Total	\$ (4,121,610)
	Number of Bills (12 Months Ending June)	
20	Residential	15,744,044
21	General Service - Small	777,865
22	General Service - Large Volume	20,714
23	Total	17,542,623
	Refund	
24	Residential (Line 16 / Line 20)	\$ (0.22)
25	General Service - Small (Line 17 / Line 21)	(0.36)
26	General Service - Large Volume (Line 18 / Line 22)	\$ (7.25)

APPENDIX 1

#### 1. **DEFINITIONS**

- (a) "Consumer, Customer and Applicant" are used interchangeably and mean a person or organization utilizing services or who wants to utilize services to 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 a 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 to the property line of Consumer's premises.
- (e) "Yard Line": The pipe and attached fittings which convey gas from the Consumer's property line to and including the stopcock on the riser for the Consumer's meter.
- (f) "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.
- (g) "Point of Delivery": The point where the gas is measured for delivery into Consumer's housepiping.

### 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, valid municipal ordinance, valid final order of any court or of the Railroad Commission of Texas, or written contract executed by Company, in which case such statute, ordinance, 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 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) Tap Charge: Unless otherwise prohibited by applicable ordinance or rule, Company may impose a reasonable charge for the connection of a new Consumer to its distribution mains. The service areas where a tap charge is to be collected and the amount and conditions under which such charge will be imposed are set out in the Schedules of Miscellaneous Service Charges filed with the appropriate regulatory authorities.
- (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 as set out in the Schedules of Miscellaneous Service Charges filed with appropriate regulatory authorities. 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 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) Yard Line: Company shall install all yard lines and to the extent permitted by applicable ordinance shall be entitled to make a reasonable charge for such installation as set out in the

Schedules of Miscellaneous Service Charges filed with the appropriate regulatory authorities. Company has title to all yard lines and mains and is responsible for their maintenance and repair.

- (d) 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. Information relating to piping may be obtained at the Company's local offices.
- (e) 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 inches in diameter. Gas main extensions of a 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. ADDITIONAL CHARGES RELATING TO GAS SERVICE

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, in person, or in writing 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;
    - (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. 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;

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### APPLICABLE TO NATURAL GAS SERVICE IN TEXAS FOR JURISDICTIONS FOR WHICH TARIFF IS APPROVED ON OR AFTER MAY 23, 2017

- (C) failure to pay a bill to correct previous underbilling due to misapplication of rates more than six 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.

- (1) Bills are due and payable when rendered; the bill shall be past due not 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.
- (2) The Company may offer an inducement for prompt payment of bills by allowing a discount in the amount of 5% for payment within 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 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; and

### APPLICABLE TO NATURAL GAS SERVICE IN TEXAS FOR JURISDICTIONS FOR WHICH TARIFF IS APPROVED ON OR AFTER MAY 23, 2017

- (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.
- (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;
  - (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 misrepresentation in relation to the consumption of gas 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 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.
- 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 within five working days of the issuance of the utility 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:
  - (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 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

### APPLICABLE TO NATURAL GAS SERVICE IN TEXAS FOR JURISDICTIONS FOR WHICH TARIFF IS APPROVED ON OR AFTER MAY 23, 2017

previous four years, the Company may charge a fee for the test, not to exceed \$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.

- (2) Notwithstanding Paragraph (1), above, if the meter is found to be more than nominally defective, to either 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 (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 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.
- (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 randomly sampled of varying ages. The period of presumed accuracy is the period during which not less than 70% of the randomly sampled meters exhibit accuracy in the range of 2% fast to 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 rules, 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 years and is not delinquent in payment of any such utility service account and during the last twelve 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 utility, 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 amounts due the Company or execute a written deferred payment agreement, if offered, and reestablish credit as provided herein.
- (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 \$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 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 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 years. No cash deposit shall be required of such applicant under these conditions.

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- (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 days of receipt of deposit, no interest payment shall be made. If the Company retains the deposit more than thirty 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.
- 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 web site. 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 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.

- When the residential customer has paid bills for service for twelve consecutive residential bills without having service disconnected for nonpayment of bills and without having more than two 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.
- (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 otherwise has the right to do so) must give notice of his intent to do so to Company at its nearest office. 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

Immediate notice must be given to Company by Consumer 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 authorized employee of Company to adjust, repair, connect, or disconnect, or in any way tamper with the meter, lines or any other equipment of 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 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 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
  - (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 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 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 general policy, those applications not involving line extensions or new facilities should be filled within seven working days. Those applications for individual residential service requiring line extensions should be filled within ninety days unless unavailability of materials 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 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 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 utility'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 utility 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) Post a notice in a conspicuous place in each business office of the utility where applications for service are received informing the public that copies of the current rate schedules and rules relating to the service of the Company, as filed with the Commission, are available for inspection;
  - (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 its 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, or by telephone, the Company shall promptly make a suitable investigation and 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

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advise the regulatory authority and complainant of the results thereof. Initial response shall be made within 30 days. 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 written 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 shall state, immediately preceding the space provided for the customer's signature and in bold face print at least two sizes larger than any other 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".
  - (4) A deferred payment plan may include a one time five per cent penalty for late payment on the original amount of the outstanding bill except in cases where the outstanding bill is usually 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 has not fulfilled terms of a deferred payment agreement or refuses to sign the same, 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.
  - (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, or marital status.
- (e) Delayed payment of bills by elderly persons.
  - (1) Applicability. This subparagraph applies only to:
    - (A) A utility that assesses late payment charges on residential customers and that suspends service before the 26<sup>th</sup> day after the date of the bill for which collection action is taken;

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- (B) Utility bills issued on or after August 30, 1993; and
- (C) An elderly person, as defined in subparagraph (ii) of this paragraph, who is a residential customer and who occupies the entire premises for which a delay is requested.

### (2) Definitions.

- (A) Elderly person--A person who is 60 years of age or older.
- (B) Utility--A gas utility or municipally owned utility, as defined in Texas Utilities Code, §§ 101.003(7), 101.003(8), and 121.001-121.006.
- (3) An elderly person may request that the utility implement the delay for either the most recent utility bill or for either the most recent utility bill and each subsequent utility bill.
- On request of an elderly person, a utility shall delay without penalty the payment date of a bill for providing utility services to that person until the 25<sup>th</sup> day after the date on which the bill is issued.
- (5) The utility may require the requesting person to present reasonable proof that the person is 60 years of age or older.
- (6) Every utility shall notify its customers of this delayed payment option no less often than yearly. A utility may include this notice with other information provided pursuant to subparagraph (A) of this paragraph.

### 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:
  - (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 month period.

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- (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 12 months 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 which have been deferred 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.
  - (4) Annual Automatic Enrollment Program:
    - (A) The AMB Program may be made available to non-qualifying customers through an Annual Automatic Enrollment Program ("AAEP"). By enrolling in the AAEP, a non-qualifying customer may participate in the AAEP.

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### 24. SUSPENSION OF GAS UTILITY SERVICE DISCONNECTION DURING AN EXTREME WEATHER EMERGENCY (Effective: May 12, 2002)

- (a) Applicability and scope. This rule applies to gas utilities, as defined in Texas Utilities Code, §101.003(7) and §121.001, and to owners, operators, and managers of mobile home parks or apartment houses who purchase natural gas through a master meter for delivery to a dwelling unit in a mobile home park or apartment house, pursuant to Texas Utilities Code, §§124.001-124.002, within the jurisdiction of the Railroad Commission pursuant to Texas Utilities Code, §102.001. For purposes of this section, all such gas utilities and owners, operators and managers of master meter systems shall be referred to as "providers." Providers shall comply with the following service standards. A gas distribution utility shall file amended service rules incorporating these standards with the Railroad Commission in the manner prescribed by law.
- (b) Disconnection prohibited. 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, a provider 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.
  - a delinquent residential customer for a billing period in which the provider 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 provider are available for the purpose of receiving payment or making collections and reconnecting service.
- (c) Payment plans. Providers 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 this title, relating to Quality of Service.
- (d) Notice. Beginning in the September or October billing periods utilities and owners, operators, or managers of master metered systems shall give notice as follows:
  - (1) Each utility shall provide a copy of this rule to the social services agencies that distribute funds from the Low Income Home Energy Assistance Program within the utility's service area.
  - (2) Each utility shall provide a copy of this rule 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) Each utility shall provide a copy of this rule to all residential customers of the utility and customers who are owners, operators, or managers of master metered systems.
- (4) Owners, operators, or managers of master metered systems shall provide a copy of this rule to all of their customers.
- (e) In addition to the minimum standards specified in this section, providers may adopt additional or alternative requirements if the provider files a tariff with the Commission pursuant to §7.44 of this title (relating to Filing of Tariffs). The Commission shall review the tariff to ensure that at least the minimum standards of this section are met.

From: Jamie Mauldin < <u>imauldin@lglawfirm.com</u>>

Sent: Wednesday, April 6, 2022 4:23 PM

**To:** Thomas Brocato < <a href="mailto:thocato@lglawfirm.com">thocato@lglawfirm.com</a>; Taylor Denison < <a href="mailto:thocato@lglawfirm.com">thocato@lglawfirm.com</a>; Jamie Mauldin < <a href="mailto:mauldin@lglawfirm.com">mauldin@lglawfirm.com</a>; Patricia Martinez < <a href="mailto:pmartinez@lglawfirm.com">pmartinez@lglawfirm.com</a>; Jessica Shipley < <a href="mailto:jshipley@lglawfirm.com">jshipley@lglawfirm.com</a>; Kerri Chambers < <a href="mailto:kchambers@lglawfirm.com">kchambers@lglawfirm.com</a>; Jessica Shipley < <a href="mailto:jshipley@lglawfirm.com">jshipley@lglawfirm.com</a>; Kerri Chambers < <a href="mailto:kchambers@lglawfirm.com">kchambers@lglawfirm.com</a>; Jessica Shipley < <a href="mailto:jshipley@lglawfirm.com">jshipley@lglawfirm.com</a>; Kerri Chambers < <a href="mailto:kchambers@lglawfirm.com">kchambers@lglawfirm.com</a>; Jessica Shipley < <a href="mailto:jshipley@lglawfirm.com">jshipley@lglawfirm.com</a>; Kerri Chambers < <a href="mailto:kchambers@lglawfirm.com">kchambers@lglawfirm.com</a>; Jessica Shipley < <a href="mailto:jshipley@lglawfirm.com">jshipley@lglawfirm.com</a>; Martinez < <a href="mailto:kchambers@lglawfirm.com">kchambers@lglawfirm.com</a>; Jessica Shipley < <a href="mailto:jshipley@lglawfirm.com">jshipley@lglawfirm.com</a>; Martinez < <a href="mailto:kchambers@lglawfirm.com">kchambers@lglawfirm.com</a>; Jessica Shipley < <a href="mailto:jshipley@lglawfirm.com">jshipley@lglawfirm.com</a>; Jessica Shipley < <a href="mailto:kchambers@lglawfirm.com">jshipley@lglawfirm.com</a>; Jessica Shipley < <a href="mailto:jshipley@lglawfirm.com">jshipley@lglawfirm.com</a>; Jessica Shipley < <a href="mailto:kchambers@lglawfirm.com">jshipley@lglawfirm.com</a>; Jessica Shipley < <a href="mailto:kchambers@lglawfirm.com">jshipley@lglawfirm.com</a>; Jessica Shipley <a href="mailto:kchambers@lglawfirm.com">jshipley@lglawfirm.com</a>; Jessica Shipley <a href="mailto:kchambers@lglawfirm.com">jshipley@lglawfirm.com</a>; Jessica Shipley@lglawfirm.com</a>; Jessica Shipley@lglawfirm.com</a>

Subject: GCCC - CenterPoint Electric 2022 DCRF Case ACTION REQUIRED

#### **ACTION BY JUNE 4.**

This email is for Gulf Coast Coalition of Cities members served by CenterPoint Electric retaining jurisdiction over CenterPoint's rates.

Yesterday CenterPoint filed a Distribution Cost Recovery Factor or DCRF rate case. This is CenterPoint's first DCRF filing since the Company's last comprehensive base rate proceeding in Docket No. 49421. They are proposing to increase rates annually by \$145,680,810 compared to current rates. Cities have jurisdiction over this matter. Attached you will find documents that your city will need in order to deny the DCRF application filed by CenterPoint Electric on April 5. Please place this item on your next council meeting. Cities with original jurisdiction will need to adopt the resolution no later than June 4. I have attached the following documents for your use: (1) Denial Resolution that your city will need to adopt, (2) a summary memo, and (3) a model staff report.

Brookshire, Hilshire Village, Iowa Colony, Kemah, Mont Belvieu, Morgan's Point, Nassau Bay, Pattison, and Piney Point Village do not have original jurisdiction over this matter so they are not required to act. Because of their membership in GCCC, however, they have previously authorized us to intervene and participate on their behalf. Tomorrow we will file a motion to intervene on behalf of GCCC.

Once your city has adopted the resolution, please provide us with a copy. In the meantime, please feel free to contact me if you have questions or concerns.

Jamie, Thomas & Taylor



JAMIE L. MAULDIN

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512-322-5890 Direct
512-771-5232 Cell
Lloyd Gosselink Rochelle & Townsend, P.C.
816 Congress Ave., Suite 1900, Austin, TX 78701
www.lglawfirm.com | 512-322-5800
OUT NOW! Season Three: Listen In With Lloyd Gosselink Podcast
News | vCard | LinkedIn | Bio

Item 5.C. 66





April 1, 2022

#### Dear Customer:

City Ordinances require certain automatic annual adjustments to the water and wastewater rates based on inflationary indices. The one-year inflationary index for our area is 4.3%. The City of Houston population increased by 1.3%. The inflationary index of 4.3% when combined with the population increase of 1.3% results in an automatic annual water and wastewater rate increase of 5.6% on April 1, 2022.

This year, in addition to the 5.6% automatic annual rate adjustment, Ordinance No. 2021-515 adopted the 2021 Water & Wastewater Cost of Service Rate Study, which allows for new annual rates over a 5-year period. These rate adjustments are necessary to pay increases in the cost of operating, maintaining, and repairing the combined water and wastewater utility system, debt service on the utility system's bonds and other obligations of the utility system, protect the financial integrity of the utility system, and comply with certain bond covenants and all other applicable law. New Rates and Charges specific to Treated and Untreated Water accounts are as follows:

Classification	Rate
Contract – Treated Water	
Airgap	P x \$3.91 plus (P-M) x \$0.95*
Non-Airgap	P x \$4.44 plus (P-M) x \$0.95*
Contract – Untreated Water	\$0.90 per 1,000 gallons
Untreated Water (Non-contract)	
0 - 10,000,000 gallons	\$2.000698 per 1,000 gallons
11,000,000 - 20,000,000 gallons	\$1.797734 per 1,000 gallons
21,000,000 - 50,000,000 gallons	\$1.695514 per 1,000 gallons
51,000,000 -150,000,000 gallons	\$1.593082 per 1,000 gallons
151,000,000 & up gallons	\$1.541971 per 1,000 gallons

### \* Note:

P = Total water delivery during the month in thousand gallons, except if the minimum monthly specified in the customer's contract is greater than P, P shall equal M.

M = Minimum monthly amount of water specified in the customer's contract expressed in units of one thousand gallons.

Additional information may be found in the <u>Rates and Prices</u> or <u>Billing and Payment</u> sections of your contract or you may visit <a href="http://www.houstontx.gov/codes/">http://www.houstontx.gov/codes/</a> (Sections 47-61 and 47-84 et seq.). Please contact Maria Carrillo at Customer Account Services at (832) 395-6220 if you have specific questions about your bill.

PO Box 1562 | Houston, Texas 77251-1562 | HoustonPublicWorks.org
Capital Projects | Customer Account Services | Houston Permitting Center | Houston Water | Transportation & Drainage Operations





April 1, 2022

Dear Customer:

City Ordinances require certain automatic annual adjustments to the water and wastewater rates based on inflationary indices. The one-year inflationary index for our area is 4.3%. The City of Houston population increased by 1.3%. The inflationary index of 4.3% when combined with the population increase of 1.3% results in an automatic annual water and wastewater rate increase of 5.6% on April 1, 2022.

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Classification		Rate
GRP CUSTOMERS	GRP AREA 1 & 2	\$3.13 per 1,000 gallons
	GRP AREA 3	\$1.18 per 1,000 gallons
SEWER CUSTOMERS		
Whole contribution w/o coll	ection system - Metered	\$1.74 per 1,000 gallons
	Not Metered	R * .315 * \$1.74
		(A: calendar days in month, B: residential equivalent Units. R: Constant conversion Factor TG)
Wholesale - contribution with co	ollection system, if metered	
Volume charge, it	f not metered	\$3.29
Wholesale No contribution with	collection system	\$6.60
Wholesale Connection Bas	se	\$26.72

Additional information may be found in the <u>Rates and Prices</u> or <u>Billing and Payment</u> sections of your contract or you may visit <a href="http://www.houstontx.gov/codes/">http://www.houstontx.gov/codes/</a> (Sections 47-61 and 47-84 et seq.). Please contact Maria Carrillo at Customer Account Services at (832) 395-6220 if you have specific questions about your bill.

### CDARS DETAIL ACCOUNT OVERVIEW

ACCOUNT	DATE TERM	I MATURITY DATE	<b>AMOUNT</b>	RATE IN	TEREST	
1025553698	1/6/2022 4 WEEK	2/2/2022	\$1,000,606.29	0.01%		
	1/31/2022				7.12	
	2/3/2022				0.57	
						\$1,000,613.98
		MATURED AND DEPOSITE	D INTO SAVINGS		3	\$ (1,000,613.98)
ACCOUNT	DATE TERM	I MATURITY DATE	AMOUNT	RATE IN	TEREST	
1025628922	2/3/2022 4 WEEK	3/3/2022	\$1,000,613.98	0.01%		
	2/28/2022	5/5/	<i>γ</i> =,000,0=0.00		7.12	
	3/3/2022				0.57	
						\$1,000,621.67
		MATURED AND DEPOSITE	D INTO SAVINGS		_	-\$1,000,621.67
ACCOUNT	DATE TERM	I MATURITY DATE	AMOUNT	RATE IN	TEREST	
1025701182	3/3/2022 4 WEEK	3/31/2022	\$1,700,621.67	0.01%	ILIKESI	
1023701102	3/3/2022 4 WEEK	note* added 700,000 from		0.0170	13.07	
		11012 added 700,000 1101	ingenitaria taxes		23.07	\$1,700,634.74
		MATURED AND DEPOSITE	D INTO SAVINGS		<u> </u>	-\$1,700,634.74
ACCOUNT	DATE TERM	_	AMOUNT	RATE IN	TEREST	
1025781666	3/31/2022 4 WEEK	4/28/2022	\$1,700,634.74	0.01%		
						\$1,700,634.74
						Ψ±,,,ου,υυπ.,, π

Item 5.D.

### CITY OF HILSHIRE VILLAGE

### BUDGET FYE 2020 FUNDS

(Source: Accounting 03-31-22)

31-Mar-22

31-Mar-22	Ge	General Fund		
General Fund				
Amegy Checking	\$	134,359		
Amegy Savings	\$	298,161		
General Fund Immedialtely Available	\$	432,519		
CDARS Matures 4/28/22	\$	1,700,635		
Expenses for rest of the year	\$	(50,000)		
General Fund Projected Balance @9-30-21	\$	2,083,154		
(without out any extra revenue)				

31-Mar-22 Utility Fund	Utility Fund	
Amegy Bank Checking	\$	451,056
Utility Fund Available	\$	-
Amegy Checking - American Rescue Plan Funds	\$	100,106
	\$	551,162

31-Mar-22	
Metro #1	Metro #1
Amegy Savings	\$ 263,353
Tex Pool	\$ 57,097
Metro #1 Fund	\$ 320,450
Metro #1 Fund Availabe	\$ 320,450

31-Mar-22 Anticipation Note	Ta: Not	
Anticipation Note	\$	14,229
Anticipation Note Balance	\$	14,229
		,-

31-Mar-22 Child Safety	Chil	d Safety
Child Safety	\$	7,778
	\$	7,778
Child Safety Fund	\$	7,778

Item 5.D.



### Regular Council Meeting Minutes

Tuesday, March 15, 2022 at 6:30 PM 8301 Westview Drive, Houston, Texas 77055

This meeting was held in person at City Hall with remote attendees present.

- <u>CALL TO ORDER</u> Mayor Pro Tem Maddock called to order the Regular Council Meeting at 6:35 P.M.
  - 1.A. **Invocation** was given by Mayor Pro Tem Maddock.
  - 1.B. Pledge of Allegiance

### 1.C. PRESENT

Mayor Russell Herron\*
Council Member Mike Gordy
Council Member Robert Byrne
Mayor Pro Tem Paul Maddock
Council Member David Schwarz\*

Also Present: Administrator Blevins, City Attorney Bounds, Spring Valley Captain Schulze, City Engineer Him\*, City Engineer Vasquez\*, and Assistant City Secretary Stephens

Absent: Council Member Andy Carey

\*Present and visible remotely

### 2. CITIZEN'S COMMENTS

**Janis Hooker, 5 Pine Creek Lane,** asked if there are plans to add street lights on Pine Creek Lane because the street is very dark at night. Mayor Pro Tem Maddock responded that there is a city-wide street light project that is currently on hold because of logistical planning.

Ms. Hooker asked when construction will begin on the vacant lot to be developed at 12 Pine Creek Lane. Administrator Blevins responded that the drainage plan is still under review.

**Bill Bristow**, **1233 Pine Chase Drive**, stated that he will be speaking on agenda items later in the meeting.

### 3. REPORTS TO COUNCIL

3.A. **Police Report:** Captain Schulze said there were 480 calls for service in the month of February. He stated that five (5) of those were suspicious vehicles, and (1) a

suspicious person, all of which were determined to be legitimate activities. Captain Schulze said there were nine (9) citations issued, including two (2) parking violations. He stated that there were no criminal events in February, however, on March 12<sup>th</sup> four (4) parked vehicles were broken into.

Council Member Gordy said that his vehicle was one that was rummaged through. He asked if there is an established schedule for patrolling Hilshire Village. Captain Schulze responded that the patrols are random but do occur regularly organized by the shift sergeant.

Council Member Schwarz said he has video of the individual entering and exiting through the ravine and also that Archley Drive is not very well lit. He asked Captain Schulze if there were more lighting on the City streets would it help the patrolling officers. Captain Schulze said lighting is a crime prevention technique.

**Janis Hooker, 5 Pine Creek Lane,** asked if lighting aimed toward the ravines would deter people from hiding in the darkness. Council Member Byrne said that motion-sensing lights are effective and easy to install.

Captain Schulze stated that the City of Houston used part of the City as a staging area but did not notify the Spring Valley Police Department. He said that the department received calls from concerned Hilshire Village citizens about the presence of City of Houston officers and vehicles in the City.

- 3.B. **Building Official's Report:** Administrator Blevins said that there were 14 permits issued in the month of February, none being for new construction. She stated that there were 38 inspections and two (2) red tags issued, one for construction without a permit and the other for poor job site conditions.
- 3.C. **Engineer's Report:** Engineer Vasquez said that location markings for the various locations of the **Street Sign Replacement Project** have been done. He stated that he has been coordinating with Batterson, the contractor, on the installations.

Engineer Him said that today he sent the draft version of the Interlocal Agreement for the **Wirt Road Safety Project** to Mayor Herron and Administrator Blevins for content review before sending to Attorney Bounds for legal review.

### 4. DISCUSSION AND POSSIBLE ACTION

4.A. Discussion and Possible Approval of Ordinance Number 820-2022 amending the City's General Budget for Fiscal Year Ending 2021

Motion made by Council Member Gordy, Seconded by Council Member Byrne.

Administrator Blevins said that this is a transfer to correct the actual budget.

Voting Yea: Council Member Gordy, Council Member Byrne, Mayor Pro Tem Maddock, Council Member Schwarz

The motion passed unanimously.

4.B. Discussion and Possible Approval of the City of Hilshire Village's Fiscal Year Ending 2021 Audit

Motion made by Council Member Byrne, Seconded by Council Member Gordy.

Daniel Hebert, Belt Harris Pechacek LLLP, said that the City was issued an unmodified opinion on the financial statements audit, being the highest level of assurance possible. He stated that the City has a very healthy General Fund balance for operating expenditures of 115%, being a little more than 12 months' worth.

Voting Yea: Council Member Gordy, Council Member Byrne, Mayor Pro Tem Maddock, Council Member Schwarz

The motion passed unanimously.

4.C. Discussion and Consideration of improvement to the ditch area at 1122
Ridgeley to allow for construction of a parking pad to allow for daytime and overnight parking for the safety of the residents and drivers along the street curve on Ridgeley Drive
Motion made by Council Member Byrne, Seconded by Council Member Gordy.

Council Member Byrne said at last month's council meeting it was discussed that there are unique circumstances at this address that are negatively impacted by the Overnight Street Parking Ordinance. He stated that he inspected the site with Engineer Vasquez and the owner, Robyn Walker, to observe the conditions. Council Member Byrne said at the south end of the property there is a section of undeveloped land with a culvert that Ms. Walker considered making a second driveway, but the current ordinances will not allow for that.

Mayor Pro Tem Maddock said this property is just north of the Mallie Court intersection. He said that their driveway goes down into the garage below street level and thus impedes visibility when exiting. Council Member Byrne said that the Ridgeley No Parking Zone should be extended further north to allow for two-way traffic. Engineer Vasquez stated that 8201 Mallie Court recently had a parking pad installed which should help with parking on that side of the street. Engineer Him said that there was a parking pad at 1122 Ridgeley Drive but it was not permitted through the City and therefore removed during the Ridgeley Drive Infrastructure Project.

Council Member Gordy asked how the No Parking Zone will be marked and how that will affect the parking pad. City Administrator Blevins said signs will be erected and a red stripe painted on the pavement between them. She confirmed with the council that this parking pad will be allowed to be used during the day and overnight.

Council Member Gordy asked how the parking pad will be constructed, how it will affect the drainage and who is paying for the engineering and plan review. Council Member Byrne said that the culvert would be extended to allow for water flow under the driveway and parking pad, and that the property owner will be responsible for the fees. He said the parking pad would be approximately ten (10) feet wide and 30 feet long. Council Member Gordy said the size of the culvert needs to be big enough to prevent blockage. City Attorney Bounds said that a permit and right-of-

way agreement will be required.

**Bill Bristow**, **1233 Pine Chase Drive**, asked if the sunken garage has ever flooded and if there are cars in the garage. Council Member Byrne said there is one (1) vehicle in the garage, and the owners regularly clean the drainage grate at the low point of the driveway.

Voting Yea: Council Member Gordy, Council Member Byrne, Mayor Pro Tem Maddock, Council Member Schwarz

The motion passed unanimously.

## 4.D. Discussion and Possible direction to staff regarding cleanup of the Right of Way at Pine Chase Grove

Administrator Blevins said this area has been previously addressed for erosion due to flushing of the fire hydrants per TCEQ requirements. She said the owners of the neighboring properties have been maintaining the grass in the area, but there are City assets including two (2) new City of Houston meters at the water vaults. Administrator Blevins said that children play in the area and that safety measures need to be added. She said that there is not a lock on the vault doors and she has requested that the City of Houston install their own for service access. Administrator Blevins said that Council Member Byrne, City Engineer Vasquez and herself met with the property owner to look at the area as a whole. She said that Inframark can install underground pipes to go under the fence to Westview Drive for flushing. Administrator Blevins said that shrubbery or fencing around the area could improve the appearance and keep the children away from the infrastructure equipment. Administrator Blevins also requested for the electrical boxes, which are no longer in use, to be removed. She said the dirt along the side of the road needs reinforcing for street parking. Administrator Blevins asked the Council to discuss to what extent the City should make improvements, considering taking over maintenance of the landscaping, add landscaping and possibly fencing, erosion control measures such as underground drainage for the flushing of the hydrant and roadside reinforcement.

Jessica Ireton, 1327 Pine Chase Grove, said that the adjacent property owners maintain the area, and that the Griffiths family at 1324 Pine Chase Grove and the Simon family at 1323 Pine Chase Grove enjoy allowing their children to play in the area. She said that the way that water flows in the cul-de-sac does cause drainage problems. Mrs. Ireton said the new equipment installed by the City of Houston is dangerous and an eye sore and requested to see a drawing of the plan before it gets approved.

Engineer Him said that he did not anticipate the equipment to be installed as it is; however, it is the same as what was installed at the City Hall meter vault. Because of this, he recommended a security fence around the area. Administrator Blevins asked if shrubbery would suffice or if a fence is needed. Engineer Him said shrubbery can be added to the front of the fence for aesthetics, however a security fence is needed around the entire area to prevent access and injury. He also said

that when gravel was added to help the erosion caused by flushing, Inframark was instructed to use a hose to direct the water under the fence to Westview Drive, but it appears that recently they have not been doing so.

Council Member Gordy said that depending on the size of the fenced in area, landscaping fabric and gravel will require less frequent maintenance. He also stated that the City of Houston will need service access.

Council Member Byrne said a simple survey would determine where the city's property lies. Engineer Him said that a survey might not be needed because there are record drawings that include the location of the meter vaults. Council Member Byrne suggested using that information to temporarily mark the property lines. Council Member Gordy said it is also important to consider the City of Houston access requirements when planning the security fencing. Engineer Him said it is likely that the gate will need to be directly in front, but will attempt to schedule a meeting with the City of Houston.

Council Member Schwarz asked if the meters can be moved. Engineer Him said no, the City of Houston has control over these meters.

**Bill Bristow**, **1233 Pine Chase Drive**, said that the erosion issues in Pine Chase Grove are not a priority over his drainage concerns at 1209 Pine Chase Drive.

#### No Action taken

4.E. Discussion and Possible Approval of Resolution Number 2022-226 of the City Council of the City of Hilshire Village, Texas, requesting Municipalities Waste Disposal Council of Harris County, Texas, appoint Robert Swanson to the Board of Directors of the Gulf Coast Authority.

Motion made by Council Member Gordy, Seconded by Council Member Byrne.

Attorney Bounds said that the Gulf Coast Authority is a Tri-County Special District that is composed of Chambers County, Galveston County and Harris County to clean up the water entering the Galveston Bay including management of wastewater facilities. He stated that the nine (9) member board consists of three (3) appointed positions by the Texas Governor, three (3) appointed positions by the participating county's commissioners' courts, and three (3) that are appointed by the mayors of the cities within the county. Attorney Bounds said the Mayor of Houston is going to appoint Robert Swanson as the municipal representative for Harris County, this resolution would indicate the City's support of that.

Voting Yea: Council Member Gordy, Council Member Byrne, Mayor Pro Tem Maddock, Council Member Schwarz

The motion passed unanimously.

4.F. Discussion on the need for a new coordinator for the Hilshire Village Community Emergency Response Team (HV-CERT)

Administrator Blevins said that the current coordinator, Robert Belt, informed her that his priorities and responsibilities during emergencies has changed and he will not be able to lead the HV-CERT. She said that she has not yet sought volunteers and asked the Council for a recommendation. The Council agreed that the current members of the response team should be contacted first, and if there is no interest then a general message should be sent to all citizens asking for volunteers.

## 4.G. Discussion and Possible Direction to staff regarding parking issues on Pine Creek Lane

Administrator Blevins said that it was unclear what the Council wanted to do about Pine Creek Lane.

Warren Settegast, 7 Pine Creek Lane, said he has spoken with his neighbors about the street congestion due to various active construction projects. He stated that there aren't a lot of options because of the design of the street and neighbors have had to work together. He said you can't make a rule without causing another problem.

Mayor Pro Tem Maddock said that in the cul-de-sac he lives in they communicate through construction activities.

Richard Raines, 9 Pine Creek Lane, said that people park behind private driveways and the ordinance was not very specific. He said that he understood from the last meeting that the language could be changed. He said the police officers are not able to make a determination based on the current language. Captain Schulze said that state law gives officers discretion on these matters. He also stated that there are state laws against blocking driveways. Captain Schulze said unless there is no street parking allowed, the ordinance will be ambiguous to the officers.

Administrator Blevins said that Mr. Raines is proposing that the amendment should pertain only to Pine Creek Lane. Attorney Bounds said the proposed language to make street parking unlawful if "across from a driveway" does not clear up the ordinance. Council Member Gordy said the existing word "impede" is more accurate to the issue at hand.

After discussion, the Council did not make recommendations to alter the existing ordinance given the presented information. Administrator Blevins suggested mediation between the two (2) opposing property owners to consider reasonable accommodations in order to comply with the ordinance.

### 5. REPORTS TO COUNCIL

5.A. Fire Commissioner's Report: Commissioner Byrne said that the department continues to operate within the national standards. He said that the commission is meeting to discuss budget items, including overtime which has taken a big hit on the budget. Commissioner Byrne said that the open house was a success and the department received a lot of support from the citizens it serves.

Commissioner Byrne said that he reached out to the vendor for an update on the delivery of the Storz **fire hydrant adapters** but has not yet received a response. He stated that the hydrant connector currently on the School of the Woods property is the same size as the Storz adapters previously installed, so he will use the extra provided by Inframark at that location.

Commissioner Byrne said that the city-wide tree trimming still needs to be done. Administrator Blevins said that she supplied the contractor with a second copy of the address list and he will be assessing the work this week.

**Richard Raines, 9 Pine Creek Lane,** stated that he had an emergency incident and while in the ambulance was informed by the EMT that the emergency trucks did not fit through the gate at the end of the Pine Creek Lane. Commissioner Byrne said that shouldn't be the case and the he will check on it.

- 5.B. **Mayor Herron's Report:** Mayor Herron said that he does not have additional items to discuss.
- 5.C. City Administrator's Report: Administrator Blevins said that there is an additional invoice on the Consent Agenda for Spring Branch ISD. She also stated that CenterPoint has a new Franchise Agreement for the City's approval. She said that other cities are employing Lloyd Gosselink to review and advise on the agreement changes. Administrator Blevins said that this item will be brought back to the Council at the next regular meeting.

Administrator Blevins said that there is a sales tax receivable issue where \$21,596.64 was paid to the City erroneously by the State Comptroller's office and the City will have to pay it back. She stated that the City is already making a monthly payment for a previous recall case. Administrator Blevins said that she has submitted an open records request to identify the entity responsible for the error.

5.D. City Treasurer's Report: No outstanding items to discuss.

### 6. DISCUSSION AND POSSIBLE ACTION

6.A. Discussion and Possible Approval of an allocation of \$2,400.00 to the Village Fire Department to supplement their fixed meal allowance due to unforeseen cost of living expenses

Motion made by Council Member Byrne, Seconded by Council Member Gordy.

Council Member Byrne said that the cost of living is increasing and the meal allowance has been doubled in the last six (6) months.

Voting Yea: Council Member Gordy, Council Member Byrne, Mayor Pro Tem Maddock, Council Member Schwarz

The motion passed unanimously.

#### 7. CONSENT AGENDA

Motion made by Council Member Gordy, Seconded by Council Member Schwarz.

- 7.A. Disbursements
- 7.B. Resolution 2022-227 approving the City Investment Policy for 2022
- 7.C. Minutes from the Regular Council Meeting of February 15, 2022
- 7.D. Check Registers
- 7.E. Proclamation recognizing the Spring Event to be held on April 3, 2022 on Pine Chase Grove

Voting Yea: Council Member Gordy, Council Member Byrne, Mayor Pro Tem Maddock, Council Member Schwarz

The motion passed unanimously.

- 8. CLOSED EXECUTIVE SESSION: The Council convened into Executive Session as authorized by Texas Government Code, Section 551.071 at 8:20 P.M.
  - 8.A. Deliberate the appointment, employment and duties of a public employee

The Council reconvened the Regular Council Meeting at 9:16 PM.

#### 9. DISCUSSION AND POSSIBLE ACTION

- 9.A. Discussion and Possible Approval of a change in the City's medical benefits for Employees
- 9.B. Discussion and Possible Approval of an offer for employment for a City Clerk/Permit Clerk

No action was taken from the Executive Session

- 10. ADDITIONAL COUNCIL COMMENTS
- 11. FUTURE AGENDA TOPICS
- 12. ANNOUNCEMENTS

<u>13.</u>	<b>ADJOURNMENT</b>	Motion	made by	Council	Member	Byrne,	Seconded	by	Council
	Member Schwarz	Z.	_			_		_	

Voting Yea: Council Member Gordy, Council Member Byrne, Mayor Pro Tem Maddock, Council Member Schwarz

The motion passed unanimously.

Susan Blevins, City Secretary

The meeting was adjourned at 9:18 P.M.	
	Paul Maddock, Mayor Pro Tem
ATTEST:	

## CITY OF HILSHIRE VILLAGE Check Register

Check Register For the Period From Mar 1, 2022 to Mar 31, 2022

Filter Criteria includes: Report order is by Check Number.

Check #	Date	Payee	Cash Account	Amount
8666	3/1/22	GFL Environmental	11114	6,799.59
8667	3/2/22	Sanchez Landscaping	11114	320.00
8668	3/1/22	Village Fire Department	11114	18,633.62
8669	3/1/22	Villages Mutual Insurance	11114	1,750.17
8670	3/2/22	Cary M. Moran	11114	80.00
8671	3/15/22	Spring Branch ISD	11114	1,200.00
8672	3/15/22	Victor O Schinnerer & Co	11114	312.00
8673	3/15/22	Belt Harris Pechacek, LLL	11114	18,950.00
8674	3/15/22	Mark Schulze	11114	200.00
8675	3/15/22	BBG Consulting	11114	2,750.00
8676	3/15/22	Olson & Olson, Attys at L	11114	1,037.00
8677	3/15/22	Petty Cash	11114	15.00
8678	3/15/22	Amegy Bank	11114	457.69
8679	3/15/22	A T & T	11114	116.87
8680	3/15/22	Centerpoint-Energy	11114	60.81
8681	3/15/22	Hudson Energy Services L	11114	541.74
8682	3/15/22	ADT	11114	299.99
8683	3/16/22	Village Fire Department	11114	2,500.00
8683V	3/16/22	Village Fire Department	11114	-2,500.00
8684	3/16/22	Village Fire Department	11114	2,400.00
8684V	3/16/22	Village Fire Department	11114	-2,400.00
8685	3/16/22	Village Fire Department	11114	2,400.00
8686	3/22/22	Cary M. Moran	11114	240.00
8687	3/22/22	ADT	11114	280.79
ACH 03-04-22	3/4/22	Sprg.Valley GenFund- Pol	11114	46,511.84
ACH 03-04-22 1	3/4/22	A T & T	11114	372.01
ACH 03-15-22	3/15/22	Susan N. Blevins	11114	3,161.02
ACH 03-15-22	3/15/22	Internal Revenue Service	11114	1,923.24
ACH 03-31-22	3/31/22	Susan N. Blevins	11114	3,161.02
ACH1 03-15-22	3/15/22	Cassandra L. Stephens	11114	1,771.05
ACH1 03-31-22	3/31/22	Cassandra L. Stephens	11114	1,906.77
Total				115,252.22

## CITY OF HILSHIRE VILLAGE - UTILITY FUND Check Register For the Period From Mar 1, 2022 to Mar 31, 2022

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
4134	3/1/22	Inframark, LLC	11012	2,000.00
4135	3/15/22	Inframark, LLC	11012	3,256.14
4136	3/15/22	USIC Locating Services	11012	954.80
4137	3/15/22	Texas Excavation Safety S	11012	19.00
4138	3/15/22	Hudson Energy Services L	11012	18.81
4139	3/15/22	City of Houston, Public W	11012	7,824.23
4140	3/15/22	DSHS Central Lab MC20	11012	115.70
ELECTRONIC 03-16-22	3/15/22	A T & T	11012	350.94
4141	3/21/22	City of Hilshire Village	11012	15,253.11
Total				29,792.73

Values as of Reporting Period 2nd Quarter FYE 2022 (using actual bank statements) 31-Mar-22

		\$3,126,774.43	\$2,612,618.14	Total investments	-	
Metro # 1	0.01%	\$57,096.86	\$57,084.87	Tex Pool Total Tex Pool	<b></b>	Tex Pool
3/31/2022 General Fund	0.01% 3/31	\$1,700,634.74	\$1,000,598.60	Amegy Bank Total CD's	_	CDARS Interest Accrued
Child Safety	0.00%	\$7,778.27	\$7,778.27	Amegy Bank Total Savings Account	53740293	Savings Account
General Fund	0.00%	\$298,160.75	\$440,570.56	Amegy Bank	2500702787	Savings Account
Savings Metro 1	0.00%	\$363,353.46	\$363,485.90	Amegy Bank	2500702803	Savings Account
				Committee of the control of the cont		
*Includes \$100,105.53 grant funds				Total Chacking Accounts		
Utility Fund*	0.00%	\$551,162.27	\$408,537.71	Amegy Bank	2500702795	Checking Account
Debt Service Account	0.00%	\$14,229,30	\$100,189.96	Amegy Bank	3692515	Checking Account
General Operating Fund	0.00%	\$134,358.78	\$234,372.27	Amegy Bank	2500702761	Checking Account
Operating	0.00%					Perry Cash
urity Account Name	% Int Maturity	Market Value as of 03/31/21	Market Value as of 12/31/21			Investments

These investments are in compliance with the investment policy of the City of Hilshire Village Aud (with the relevant provisions of Chapter 2256 of the Texas Government Code.

Susan Blovins

4/13/2022

man)

## POWER NOW LLC MAINTENANCE AGREEMENT P.O. BOX 1535 CYPRESS, TX 77410-1535

Office: 832-448-0478

#### REMOTE MONITORING and MAINTENANCE AGREEMENT

Agreement Amt. \$850.00 annual initial setup charge for monitor install, 24/7 monitoring, and maintenance after first year \$695.00/year. This agreement includes: battery replacement every 2 years at no additional cost, 24 hour monitoring, priority tech support, 24 hour emergency service and annual maintenance. The purpose of this Agreement is to obtain the best possible operation of the equipment and lessen the necessity of breakdown and emergency service. Upon acceptance of this Agreement, Power now LLC will render the professional services and furnish the products outlined below. The services will be rendered during normal business hours between 8:00 and 5:00 Monday through Friday, excluding holidays. The number of regularly scheduled maintenance trips in a calendar year will be (1) One.

#### I. SERVICES TO BE PERFORMED:

- 1. Visually inspect the site and equipment.
- 2. Inspect spark plugs, change if necessary.
- 3. Inspect cooling system for leaks, verify antifreeze is full (Liquid Cooled).
- 4. Inspect and adjust engine fan belts as necessary (Liquid Cooled).
- 5. Inspect, clean and/or replace air cleaner element
- 6. Inspect engine exhaust system for leaks or corrosion.
- 7. Check oil level, start unit, warm up, and check oil pressure.
- 8. Inspect starting system including batteries, cables, battery charger, and alternator.
- 9. Inspect engine and generator control functions and time delays as applicable.
- 10. Inspect all instruments for proper operation.
- 11. Inspect automatic switch(s) for proper operation, which includes: time delays and exercisers where possible.
- 12. Test run generator at customers request.
- 13. Change all lube oil, and applicable filter elements annually.
- 14. Battery replacement every 24 months (must be in program for 2 consecutive years or more.)
- 15. Provide inspection checklist to customer.

(1)All repair labor, parts and materials included at no additional charge while the generator is under factory warranty, after which time parts and labor will be billed at our normal rate, manufacture parts at list price and \$95.00 service call for first hour, \$95.00 each additional hour (\$147.00 per hour after normal business hours) and \$0.95 per mile over 50 miles round trip. (2)Customers will provide access to the equipment under this Agreement without unnecessary delay. Any waiting time for access to the equipment beyond the scheduled appointment start time will be invoiced at our normal rate. (3)This agreement auto renews at the end of the agreement (1 year after acceptance of this agreement) You can opt out of auto renewal 30 days prior to agreement renewal date by sending an email to om@powernowllc.com. (4) Emergency service is limited to customers experiencing an utility outage and generator outage. All other calls will be performed during normal business hours- Monday- Friday 8:00am- 5:00pm excluding Holidays. (5) Power Now LLC shall have no liability for equipment that is misused. (6) During natural disasters or other events out of Power Now LLC's control. We may have limited ability to access the customers property to service the customers generator. In this case, we will make our technicians available for phone tech support for our customers.

ACCEPTED:		DATED:
	Printed name	_

Item 6.E. 83



## A PROCLAMATION RECOGNIZING THE END OF THE SCHOOL EVENT SUNDAY, MAY 23, 2021 4:00 PM TO 5:30 PM

WHEREAS, the Hilshire Village Civic Club is sponsoring a unique, End of the School Event, Sunday, May 22, 2022

WHEREAS, the end of the school event provides an opportunity for residents to enjoy visiting with one another and enjoy the small city atmosphere

WHEREAS, it is essential that all citizens of Hilshire Village, Texas be aware of the importance of pedestrian safety and social distances

WHEREAS, police-community partnerships and neighborhood safety and awareness and cooperation are important themes, and

**FURTHER, LET IT BE PROCAIMED,** the Hilshire Village Civic Club is sponsoring a Kona ice truck for the End of the School Event in the Pine Chase Grove Circle from 4:00 to 5:30 P.M. Pine Chase Grove Circle will have limited access for this event, during these hours.

ATTEST:	Russell Herron, Mayor
 Susan Blevins, City Secretary	

Item 6.F.



## RESOLUTION

# Public Safety Telecommunicator Week

WHEREAS,

over 1,200 telecommunicators and dispatchers daily serve the residents of Harris and Fort Bend Counties by answering their calls for police, fire or emergency medical services, and by dispatching the appropriate assistance as quickly as possible; and

WHEREAS,

public safety telecommunicators are the vital link between citizens and the emergency service they are in need of, whether it be police, fire, or emergency medical assistance; and

WHEREAS,

telecommunicators are professionals whose multi-tasking, behind-thescenes and often unrecognized actions are responsible for helping protect people and property; and

WHEREAS,

professional telecommunicators work to improve the technology and operational capabilities through their leadership and participation in training programs to improve their skills and prepare for 9-1-1 calls from different devices; and

WHEREAS,

the Greater Harris County 9-1-1 Emergency Network wishes to join with the State of Texas, and the Senate and the House of Representatives of the United States of America and other 9-1-1 Entities across the Country in setting aside the second week in April to recognize Telecommunicators for their crucial role they play in protection of life and property.

**NOW, THEREFORE, BE IT RESOLVED,** by The Greater Harris County 9-1-1 Emergency Network, this 23rd day of February, 2022 that **NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK** be designated the week of April 10 - 16, 2022 in honor and recognition of our community's 9-1-1 professional telecommunicators for the vital contribution that they make to the safety and well-being of those in need of emergency services.

CALL

Russell S. Rau, Chairman

William B. Anders, Secretary

Dennis Storemski, Member

Vergil Ratliff, Member

Mark Denman, Member

Shawn Thompson, Member