

# AGENDA

## CITY OF PEARLAND ♦ CITY COUNCIL

July 27, 2015

6:30 p.m.

**MAYOR**  
**Tom Reid**

**Tony Carbone**  
**Mayor Pro-Tem**  
**Position No. 1**

### COUNCIL MEMBERS

**Derrick Reed**  
**Position No. 2**



**Gary Moore**  
**Position No. 3**

**Keith Ordeneaux**  
**Position No. 4**

**Greg Hill**  
**Position No. 5**

**Jon R. Branson**  
**Deputy City Manager**

**Clay Pearson**  
**City Manager**

**Trent Epperson**  
**Assistant City Manager**

**Darrin Coker**  
**City Attorney**

**Young Lorfing, TRMC**  
**City Secretary**

In accordance with the Texas Open Meeting Act the Agenda is posted for public information, at all times, for at least 72 hours preceding the scheduled time of the meeting on the bulletin board located at the front entrance of the City Hall, 3519 Liberty Drive.



**CITY COUNCIL AGENDA**  
CITY OF PEARLAND  
REGULAR COUNCIL MEETING  
**MONDAY, JULY 27, 2015 | 6:30 P.M.**  
COUNCIL CHAMBERS | PEARLAND CITY HALL | 3519 LIBERTY DRIVE  
281.652.1600

- I. **CALL TO ORDER**
- II. **INVOCATION AND THE PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA FLAG AND TEXAS FLAG**
- III. **ROLL CALL:** Mayor Reid, Mayor Pro-Tem Carbone, Councilmembers Moore, Reed, Ordeneaux, and Hill.
- IV. **CITIZEN COMMENTS:** In order to hear all citizen comments at a reasonable hour, the City Council requests that speakers respect the three-minute time limit for individual comments and the five-minute time limit for an individual speaking on behalf of a group. This is not a question-answer session, however, it is an opportunity to voice your thoughts with City Council.
- V. **PUBLIC HEARING:** None
- VI. **CONSENT AGENDA:**

All items listed under the “Consent Agenda” are considered to be routine and require little or no deliberation by the City Council. These items will be enacted/approved by one motion unless a councilmember requests separate action on an item, in which event the item will be removed from the Consent Agenda and considered by separate action (*VI. matters removed from Consent Agenda*). Approval of the Consent Agenda enacts the items of legislation.

- A. **Consideration and Possible Action – Approval Of Minutes:**
  - 1. Minutes of the July 8, 2015, Special Meeting, held at 6:00 p.m.

- B. Consideration and Possible Action – Second and Final Reading of Ordinance No. CUP 2015-07** – An Ordinance of the City Council of the City of Pearland, Texas, approving a **Conditional Use Permit (CUP) to allow for a Microbrewery Facility**, Being a 1.0699 acre tract of land out of Lot 1, Block 1 of Rice Drier Road Development subdivision as recorded in Plat 2015009262 of Brazoria County Plat Records, Brazoria County, Texas and being situated in the H.T. & B.R.R Co. Survey, Abstract 232, Brazoria County, Texas. **(Located at the 4000 Block of Rice Drier Rd., Pearland, TX)**, Conditional Use Permit Application No 2015-07, within the Light Industrial (M-1) zoning district, at the request of Valle Kauniste, applicant and owner; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.
- C. Consideration and Possible Action – Second and Final Reading of Ordinance No. CUP 2015-08** – An Ordinance of the City Council of the City of Pearland, Texas, approving a **Conditional Use Permit (CUP) to allow for a Wireless Communications Tower**, Being Lot 9 in Block “P” of Allison Richey Gulf Coast Home Co. Survey and part of Suburban Gardens, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 3, Page 40 of the map records of Harris County, Texas, save and except the westerly ten feet (10’) conveyed to the county of Harris for the widening of Hooper Road in instrument recorded in Volume 988, Page 715 of the deed records of Harris County, Texas. **(Located at 15115 Hooper Road, Pearland, TX)**, Conditional Use Permit Application No 2015-08, within the Spectrum -3 (SP3) zoning district, at the request of Christine Lewis, authorized agent for Verizon Wireless, applicant; on behalf of Susie M. Lorance, owner; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.
- D. Consideration and Possible Action – Second and Final Reading of Ordinance No. 1514** – An Ordinance of the City Council of the City of Pearland, Texas, approving a settlement agreement between the Texas Coast Utilities Coalition of Cities and Centerpoint Energy Resources Corp., d/b/a Centerpoint Entex and Centerpoint Energy Texas Gas regarding the company’s statement of intent to change gas utility rates in its Texas coast division; declaring existing rates to be unreasonable; denying Centerpoint’s proposed increase; adopting tariffs that reflect rate adjustments consistent with the settlement agreement and finding the rates to be set by the attached tariffs to be just and reasonable; finding the City’s rate case expenses reasonable; directing Centerpoint to reimburse the City its reasonable rate case expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; repealing any prior resolutions or ordinances inconsistent with this ordinance and requiring delivery of this ordinance to the company and legal counsel.

- E. Consideration and Possible Action – Resolution No. R2015-128 – A Resolution of the City Council of the City of Pearland, Texas, authorizing a Master Services Agreement with Cobb Fendley for Program Management Services.**
- F. Consideration and Possible Action - Resolution No. R2015-131 – A Resolution of the City Council of the City of Pearland, Texas, approving Task Orders 1A and 1B with Cobb Fendley for program management, construction management and construction observation services for the Hooper Road Project in the estimated amount of \$130,350.00.**
- G. Consideration and Possible Action – Resolution No. R2015-126 – A Resolution of the City Council of the City of Pearland, Texas, awarding a contract for Ditch Cleaning Services with Donmar Grading, Inc., in the estimated amount of \$220,000.00 for the period of August 1, 2015 through July 31, 2016.**
- H. Consideration and Possible Action – Resolution No. R2015-125 – A Resolution of the City Council of the City of Pearland, Texas, authorizing a contract with the University of Texas Health Science Center at Houston for the services of Richard Bradley, M.D. to be the EMS Medical Director, in the estimated amount of \$58,547.00 for the period of August 1, 2015 to July 31, 2016.**
- I. Consideration and Possible Action – Resolution No. R2015-129 – A Resolution of the City Council of the City of Pearland supporting Brazoria County’s appointment of the City’s Public Works Director, Eric Wilson, to the Board of Directors of the Gulf Coast Water Authority (“GCWA”).**
- J. Consideration and Possible Action – Regarding the appointment of Michael Wilson to serve on the Parks, Recreation and Beautification Board in Position No. 6 for an unexpired term expiring November 1, 2017.**

**VII. MATTERS REMOVED FROM CONSENT AGENDA**

**VIII. NEW BUSINESS:**

- 1. Council Input and Discussion – City Staff Task Force presentation on implementation of Citizen Perception Survey Recommendations from 2015.**
- 2. Consideration and Possible Action – Second and Final Reading of Ordinance No. 1506-3 – An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 1506-2, the 2014-2015 Annual Budget Ordinance; authorizing the City Manager or his designee to take all actions necessary to facilitate the changes identified herein; providing a savings clause, a severability clause, a repealer clause, and an effective date.**

3. **Consideration and Possible Action – Resolution No. R2015-124 – A** Resolution of the City Council of the City of Pearland, Texas, approving the U. S. Department of Housing and Urban Development Community Development Block Grant Program year 2015/fiscal year 2016 Annual Action Plan.

**IX. MAYOR/COUNCIL ISSUES FOR FUTURE CITY COUNCIL AGENDAS**

**X. ADJOURNMENT**

This site is accessible to disabled individuals. For special assistance, please call Young Lorfing at 281.652.1840 prior to the meeting so that appropriate arrangements can be made.

All agenda supporting documents are available at [pearlandtx.gov](http://pearlandtx.gov)

**MINUTES OF A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, HELD ON MONDAY, JULY 8, 2015 AT 6:00 P.M., IN THE COUNCIL CHAMBERS, CITY HALL, 3519 LIBERTY DRIVE, PEARLAND, TEXAS.**

Mayor Reid called the meeting to order at 6:00 p.m. with the following present:

|                |                 |
|----------------|-----------------|
| Mayor          | Tom Reid        |
| Mayor Pro-Tem  | Tony Carbone    |
| Councilmember  | Derrick Reed    |
| Councilmember  | Gary Moore      |
| Councilmember  | Keith Ordeneaux |
| Councilmember  | Greg Hill       |
| City Manager   | Clay Pearson    |
| City Attorney  | Darrin Coker    |
| City Secretary | Young Lorfing   |

Others in attendance: Trent Epperson Assistant City Manager; Lawrence Provins Deputy City Attorney.

**Executive Session under Texas Government Code**

Council adjourned into Executive Session under Texas Government Code at 6:04 p.m. to discuss the following:

- 1. Section 551.074 – Personnel Matters** – Regarding appointments to the Boards and Commissions.

**New Business Continued:**

Council returned from Executive Session at 8:07 p.m.

**Council Action** – Regarding appointments to the Boards and Commissions.

No Council action taken.

**ADJOURNMENT**

Meeting was adjourned at 8:08 p.m.

Minutes approved as submitted and/or corrected this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2015.

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Tom Reid  
Mayor

ATTEST:

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Young Lorfing, TRMC  
City Secretary

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

|   |  |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
|---|--|----------------------------------|-----------------------------|------------------------------|-------------------------|-------------------------|--|---|--|-------------------------|--|-------------------------|--|
| <b>AGENDA OF: July 27, 2015</b>   | <b>ITEM NO.:</b> Ordinance No. CUP 2015-07 |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
| <b>DATE SUBMITTED: July 1, 2015</b>   | <b>DEPT. OF ORIGIN: Planning</b>           |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
| <b>PREPARED BY: Ian Clowes</b>  | <b>PRESENTOR: Lata Krishnarao</b>          |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
| <b>REVIEWED BY: Matt Buchanan</b>   | <b>REVIEW DATE: July 7, 2015</b>           |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
| <p><b>SUBJECT: Ordinance No. CUP 2015-07</b> - An ordinance of the City Council of the City of Pearland, Texas, approving a <b>Conditional Use Permit (CUP) to allow for a Microbrewery Facility</b>, Being a 1.0699 acres tract of land out of Lot 1, Block 1 of Rice Drier Road Development subdivision as recorded in Plat 2015009262 of Brazoria County Plat Records, Brazoria County, Texas and being situated in the H.T. &amp; B.R.R Co. Survey, Abstract 232, Brazoria County, Texas. <b>(Located at the 4000 Block of Rice Drier Rd., Pearland, TX)</b>, Conditional Use Permit Application No 2015-07, within the Light Industrial (M-1) zoning district, at the request of Valle Kauniste, applicant and owner; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.</p> |  |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
| <p><b>ATTACHMENTS:</b> Ordinance No. CUP 2015-07 and Exhibits (Exhibit A – Legal Description; Exhibit B – Location Map; Exhibit C - Legal Ad; Exhibit D- Planning and Zoning Commission Recommendation Letter; Exhibit E – Site Plan)<br/>Joint Public Hearing Packet (6.15.15)</p>   |  |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
| <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><b>EXPENDITURE REQUIRED: N/A</b></td> <td style="width: 50%;"><b>AMOUNT BUDGETED: N/A</b></td> </tr> <tr> <td><b>AMOUNT AVAILABLE: N/A</b></td> <td><b>PROJECT NO.: N/A</b></td> </tr> <tr> <td colspan="2"><b>ACCOUNT NO.: N/A</b></td> </tr> <tr> <td colspan="2"><b>ADDITIONAL APPROPRIATION REQUIRED: N/A</b></td> </tr> <tr> <td colspan="2"><b>ACCOUNT NO.: N/A</b></td> </tr> <tr> <td colspan="2"><b>PROJECT NO.: N/A</b></td> </tr> </table>   |  | <b>EXPENDITURE REQUIRED: N/A</b> | <b>AMOUNT BUDGETED: N/A</b> | <b>AMOUNT AVAILABLE: N/A</b> | <b>PROJECT NO.: N/A</b> | <b>ACCOUNT NO.: N/A</b> |  | <b>ADDITIONAL APPROPRIATION REQUIRED: N/A</b> |  | <b>ACCOUNT NO.: N/A</b> |  | <b>PROJECT NO.: N/A</b> |  |
| <b>EXPENDITURE REQUIRED: N/A</b>  | <b>AMOUNT BUDGETED: N/A</b>                |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
| <b>AMOUNT AVAILABLE: N/A</b>  | <b>PROJECT NO.: N/A</b>                    |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
| <b>ACCOUNT NO.: N/A</b>   |  |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
| <b>ADDITIONAL APPROPRIATION REQUIRED: N/A</b>   |  |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
| <b>ACCOUNT NO.: N/A</b>   |  |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
| <b>PROJECT NO.: N/A</b>   |  |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
| <p><b>To be completed by Department:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%; text-align: center;">Finance</td> <td style="width: 25%; text-align: center;">Legal</td> <td style="width: 25%; text-align: center;">Ordinance</td> <td style="width: 25%; text-align: center;">Resolution</td> </tr> </table>  |  | Finance                          | Legal                       | Ordinance                    | Resolution              |                         |  |   |  |                         |  |                         |  |
| Finance   | Legal                                      | Ordinance                        | Resolution                  |                              |                         |                         |  |   |  |                         |  |                         |  |

## **EXECUTIVE SUMMARY**

The applicant is requesting approval of a Conditional Use Permit (CUP) to allow for a Microbrewery Facility located in the Light Industrial (M-1) district on approximately 1.069 acres located at approximately 4111 Rice Drier Road. The property is undeveloped, and it is located north of Rice Drier Road, west of Main Street. The applicant proposes to construct a 2,000 square foot building that will be used as a facility to brew and self-distribute beer. Ancillary uses to the brewery include rental of the facility for special events such as birthdays and wedding receptions. A parking area will be constructed as part of the site improvements, which will include landscaping and tree plantings along Rice Drier Road.

### **Recommendation**

Staff recommends approval of the request to allow for a Microbrewery on the 1.069-acre site in the M-1 zoning district for the following reasons:

1. The proposed CUP for Microbrewery use is compatible with other existing and proposed land uses within the surrounding area, which includes land zoned for commercial and light industrial uses.
2. The proposed facility meets the specified conditions of a Microbrewery as described in the Unified Development Code (UDC). The proposed facility is less than 15,000 square feet, and it includes an associated tasting room and retail operation that will be open to the public.
3. The Microbrewery facility will not significantly impact surrounding properties.
4. The Microbrewery use, along with an approved CUP, will be in conformance with both the UDS and the Comprehensive Plan.

### **Staff Recommended Conditions**

1. A detailed site plan is required that shows parking, outdoor areas, fencing, landscaping, and other site improvements. For this use, one parking space is required for every 200 square feet of gross floor area. A minimum of 10 parking spaces is required.
2. As a condition for approval, all proposed buildings shall have a portion of the façade constructed with masonry materials. Masonry is defined as brick, stone, brick veneer, custom treated tilt wall, decorative or textured concrete block, split face block, and stucco. *(This item will be addressed by the applicant prior to 2<sup>nd</sup> reading)*

### **Public Notification**

Staff sent public notices, comment forms and a vicinity map to the applicant, the owner of the property and to property owners within 200 feet of the subject property under consideration for the CUP. Additionally, a legal notice of the public hearing was published in the local newspaper, and a notification sign was placed on the property by the applicant.

### **PLANNING AND ZONING COMMISSION DISCUSSION**

At the regular meeting of the Planning and Zoning Commission on June 15, 2015, P&Z Commissioner Mary Starr made a motion to recommend approval of the CUP request with staff's conditions. The motion was seconded by P&Z Commissioner Derrick Reed. The vote was 6-0 and the motion was approved. Commissioners Reed, Starr, Tunstall, McFadden, Fuentes, and Duncan all voted in favor of the requested CUP.

## **Ordinance No. CUP 2015-07**

An ordinance of the City Council of the City of Pearland, Texas, approving a **Conditional Use Permit (CUP) to allow for a Microbrewery Facility**, Being a 1.0699 acre tract of land out of Lot 1, Block 1 of Rice Drier Road Development subdivision as recorded in Plat 2015009262 of Brazoria County Plat Records, Brazoria County, Texas and being situated in the H.T. & B.R.R Co. Survey, Abstract 232, Brazoria County, Texas. **(Located at the 4000 Block of Rice Drier Rd., Pearland, TX)**, Conditional Use Permit Application No 2015-07, within the Light Industrial (M-1) zoning district, at the request of Valle Kauniste, applicant and owner; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

**WHEREAS**, Valle Kauniste, applicant and owner; is requesting approval of a Conditional Use Permit (CUP) to allow for an Microbrewery Facility on approximately 1.0699 acres of land on the following described property; said property being legally described in the legal description attached hereto and made a part hereof for all purposes as Exhibit "A," and more graphically depicted in the vicinity map attached hereto and made a part hereof for all purposes as Exhibit "B"; and

**WHEREAS**, on the 15th day of June 2015, a Joint Public Hearing was held before the Planning and Zoning Commission and the City Council of the City of Pearland, Texas, notice being given by publication in the official newspaper of the City, the affidavit of publication being attached hereto and made a part hereof for all purposes as Exhibit "C," said call and notice being in strict conformity with provisions of Section 1.2.2.2 of Ordinance No. 2000T; and

**WHEREAS**, on the 15th day of June 2015, the Planning and Zoning Commission submitted its report and recommendation to the City Council regarding the proposed Conditional Use Permit to allow for a Microbrewery Facility on approximately 1.0699 acres of land, said recommendation attached hereto and made a part hereof for all purposes as Exhibit "D"; and

**WHEREAS**, upon receipt of the report from the Planning and Zoning Commission, City Council considered this application and the recommendation of the Planning and Zoning Commission at regular meetings on the 13th day of July 2015 and the 27th day of July 2015; and

**WHEREAS**, the City Council having fully heard the testimony and argument of all interested parties, and having been fully advised in the premises, finds that in the case of the application of Valle Kauniste, applicant and owner; for approval of a Conditional Use Permit on approximately 1.0699 acres of land to allow for a Microbrewery Facility; presented which, in the judgment of the City Council, would justify the approval of said application; now, therefore,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section I.** The following described property located within the corporate City Limits of the City of Pearland, Texas, and presently being located within the Light Industrial (M-1) zoning district, is hereby granted a Conditional Use Permit to allow for the construction of a Microbrewery Facility, subject to all requirements of the M-1 zoning district and the site plan attached hereto and made a part hereof for all purposes as Exhibit "E", in accordance with all conditions and requirements of the current Unified Development Code and the following conditions approved by the City Council and incorporated for all purposes, such property being more particularly described as:

**Legal Description:** Being a 1.0699 acres tract of land out of Lot 1, Block 1 of Rice Drier Road Development subdivision as recorded in Plat 2015009262 of Brazoria County Plat Records, Brazoria County, Texas and being situated in the H.T. & B.R.R Co. Survey, Abstract 232, Brazoria County, Texas.

**General Location:** 4000 Block of Rice Drier Road, Pearland, TX

Conditions of Approval:

1. A detailed site plan is required that shows parking, outdoor areas, fencing, landscaping, and other site improvements. For this use, one parking space is required for every 200 square feet of gross floor area. A minimum of 10 parking

spaces is required.

2. As a condition for approval, all proposed buildings shall have a portion of the façade constructed with masonry materials. Masonry is defined as brick, stone, brick veneer, custom treated tilt wall, decorative or textured concrete block, split face block, and stucco.

**Section II.** The City Council of the City of Pearland finds and determines that the recitations in the preamble hereof are true and that all necessary prerequisites of law have been accomplished and that no valid protest of the proposed change has been made. The City Council further finds and determines that there has been compliance with the mandates of law in the posting and presentation of this matter to the Planning and Zoning Commission for consideration and decision.

**Section III.** The City Council of the City of Pearland finds and determines that the amendment adopted herein promotes the health, safety, and general welfare of the public and is a proper valid exercise of the City's police powers.

**Section IV.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section V.** All rights and remedies, which have accrued in the favor of the City under this Ordinance and its amendments thereto, shall be and are preserved for the benefit of the City.

**Section VI.** This Ordinance shall become effective after its passage and approval on second and final reading.

PASSED, APPROVED, and ADOPTED on First Reading this 13th day of July, 2015.

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TOM REID  
MAYOR

ATTEST:

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YOUNG LORFING, TRMC  
CITY SECRETARY

PASSED, APPROVED, and ADOPTED on Second and Final Reading this 27th  
day of July, 2015.

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TOM REID  
MAYOR

ATTEST:

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YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

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DARRIN M. COKER  
CITY ATTORNEY

**Exhibit A**  
**Legal Description**

Being a 1.0699 acres tract of land out of Lot 1, Block 1 of Rice Drier Road Development subdivision as recorded in Plat 2015009262 of Brazoria County Plat Records, Brazoria County, Texas and being situated in the H.T. & B.R.R Co. Survey, Abstract 232, Brazoria County, Texas.

**Exhibit B  
Vicinity Map**



**Exhibit C  
Legal Ad**

**NOTICE OF A JOINT PUBLIC HEARING OF THE CITY COUNCIL  
AND  
THE PLANNING AND ZONING COMMISSION  
OF THE CITY OF PEARLAND, TEXAS**

**CONDITIONAL USE PERMIT APPLICATION NO: CUP 2015-07**

Notice is hereby given that on June 15, 2015 at 6:30 p.m., the City Council and Planning and Zoning Commission of the City of Pearland, in Brazoria, Harris and Fort Bend Counties, Texas, will conduct a joint public hearing in the Council Chambers of City Hall, located at 3519 Liberty Drive, Pearland, Texas, at the request of Valle Kauniste, applicant and owner; for approval of a Conditional Use Permit (CUP) to allow for a Micro-Brewery use in the Light Industrial (M-1) zoning district on approximately 1.07 acres of land, to wit:

Being a 1.0699 acres tract of land out of Lot 1, Block 1 of Rice Drier Road Development subdivision as recorded in Plat 2015009262 of Brazoria County Plat Records, Brazoria County, Texas and being situated in the H.T. & B.R.R Co. Survey, Abstract 232, Brazoria County, Texas.  
General Location: 4000 Block of Rice Drier Road, Pearland, TX

At said hearing, all interested parties shall have the right and opportunity to appear and be heard on the subject. For additional information, please contact the Planning Department at 281-652-1765.

Ian Clowes  
Interim City Planner

**Exhibit D**  
**Planning and Zoning Commission Recommendation Letter**



# Planning & Zoning Commission

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**Recommendation Letter**

June 16, 2015

Honorable Mayor and City Council Members  
3519 Liberty Drive  
Pearland, TX 77581

Re: Recommendation on CUP Application 2015-07

Honorable Mayor and City Council Members:

At their regular meeting on June 15, 2015, the Planning and Zoning Commission considered the following:

A request of Valle Kauniste, applicant and owner; for approval of a Conditional Use Permit (CUP) to allow for a Micro-Brewery use in the Light Industrial (M-1) zoning district on approximately 1.07 acres of land, to wit:

**Legal Description:** Being a 1.0699 acres tract of land out of Lot 1, Block 1 of Rice Drier Road Development subdivision as recorded in Plat 2015009262 of Brazoria County Plat Records, Brazoria County, Texas and being situated in the H.T. & B.R.R Co. Survey, Abstract 232, Brazoria County, Texas.

**General Location:** 4000 Block of Rice Drier Road, Pearland, TX

P&Z Commissioner Mary Starr made a motion to recommend approval of the CUP request with staff's conditions. The motion was seconded by P&Z Commissioner Derrick Reed. The vote was 6-0 and the motion was approved. Commissioners Reed, Starr, Tunstall, McFadden, Fuertes, and Duncan all voted in favor of the requested CUP.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ian Clowes', with a stylized flourish at the end.

Ian Clowes  
Interim City Planner  
On behalf of the Planning and Zoning Commission





**JOINT PUBLIC HEARING**  
THE CITY COUNCIL CITY AND THE PLANNING AND ZONING COMMISSION OF  
THE CITY OF PEARLAND, TEXAS,  
**MONDAY, JUNE 15, 2015 AT 6:30 P.M.**  
COUNCIL CHAMBERS - CITY HALL-3519 LIBERTY DRIVE

**I. CALL TO ORDER**

**II. PURPOSE OF HEARING**

**Conditional Use Permit Application No. 2015-07**

A request of Valle Kauniste, applicant and owner; for approval of a Conditional Use Permit (CUP) to allow for a Micro-Brewery use in the Light Industrial (M-1) zoning district on approximately 1.07 acres of land, to wit:

**Legal Description:** Being a 1.0699 acres tract of land out of Lot 1, Block 1 of Rice Drier Road Development subdivision as recorded in Plat 2015009262 of Brazoria County Plat Records, Brazoria County, Texas and being situated in the H.T. & B.R.R Co. Survey, Abstract 232, Brazoria County, Texas.

**General Location:** 4000 Block of Rice Drier Road, Pearland, TX

**III. APPLICATION INFORMATION AND CASE SUMMARY**

- A. STAFF REPORT
- B. APPLICANT PRESENTATION
- C. STAFF WRAP UP

**IV. PERSONS WISHING TO SPEAK FOR OR AGAINST THE PROPOSED REQUEST**

**V. COUNCIL/PLANNING COMMISSION/STAFF DISCUSSION**

**VI. ADJOURNMENT**

**This site is accessible to disabled individuals. For special assistance, please call Young Lorfing, City Secretary, at 281-652-1655 prior to the meeting so that appropriate arrangements can be made.**



## Staff Report

To: City Council and Planning and Zoning Commission

From: Planning Department (KW)

Date: June 2, 2015

Re: Conditional Use Permit Application Number 2015-07

A request of Valle Kauniste, applicant and owner; for approval of a Conditional Use Permit (CUP) to allow for a Microbrewery Use located within the Light Industrial (M-1) zoning district on approximately 1.069 acres of land, located at the 4000 Block of Rice Drier Road, Pearland, TX.

### Summary of Request

The applicant is requesting approval of a Conditional Use Permit (CUP) to allow for a Microbrewery located in the Light Industrial (M-1) district on approximately 1.069 acres located at approximately 4111 Rice Drier Road. The property is undeveloped, and it is located north of Rice Drier Road, west of Main Street. The applicant proposes to construct a 2,000 square foot building that will be used as a facility to brew and self-distribute beer and will include a tasting room with an area for retail sale of the product produced on site. Ancillary uses to the brewery include rental of the facility for special events such as birthdays and wedding receptions. A parking area will be constructed as part of the site improvements, which will include landscaping and tree plantings along Rice Drier Road.

The use is classified as Microbrewery in the land use matrix and is defined as a facility in which beer, wine, or other alcoholic beverages are brewed, fermented, or distilled for distribution and consumption, and which possess the appropriate licenses from the state of Texas. These are typically much smaller establishments and independently owned. To be classified as a microbrewery, the facility must include a restaurant, bar, lounge, or tasting room as a complementary use to the production facility.

This use was introduced in February of 2015 to the UDC, to address a newly popular use that the previous version of the UDC did not adequately address.

### **Recommendation**

Staff recommends approval of the request to allow for a Microbrewery on the 1.069-acre site in the M-1 zoning district for the following reasons:

1. The proposed CUP for Microbrewery use is compatible with other existing and proposed land uses within the surrounding area, which includes land zoned for commercial and light industrial uses.
2. The proposed facility meets the specified conditions of a Microbrewery as described in the Unified Development Code (UDC). The proposed facility is less than 15,000 square feet, and it includes an associated tasting room and retail operation that will be open to the public.
3. The Microbrewery facility will not significantly impact surrounding properties.
4. The Microbrewery use, along with an approved CUP, will be in conformance with both the UDC and the Comprehensive Plan.

### **Staff Recommended Conditions**

1. A detailed site plan is required that shows parking, outdoor areas, fencing, landscaping, and other site improvements, prior to the first reading of the ordinance. For this use, one parking space is required for every 200 square feet of gross floor area. A minimum of 10 parking spaces is required.
2. As a condition for approval, all proposed buildings shall have a masonry façade where visible from any public street (east, south, and west facing facades). Masonry is defined as brick, stone, brick veneer, custom treated tilt wall, decorative or textured concrete block, split face block, and stucco.

### **Public Notification**

Staff sent public notices, comment forms and a vicinity map to the applicant, the owner of the property and to property owners within 200 feet of the subject property under consideration for the CUP. Additionally, a legal notice of the public hearing was published in the local newspaper, and a notification sign was placed on the property by the applicant.

### **Opposition to or Support of Proposed Request**

Staff has not received any returned notices in opposition to or in support of the proposed Conditional Use Permit request.

### **Site History**

The subject property is undeveloped. The property was annexed into the City of Pearland in 1959. The following table identifies surrounding uses and zoning districts.

|              | <b>Zoning</b>           | <b>Land Use</b>               |
|--------------|-------------------------|-------------------------------|
| <b>North</b> | General Commercial (GC) | Hotel                         |
| <b>South</b> | Light Industrial (M-1)  | Warehouse                     |
| <b>East</b>  | Light Industrial (M-1)  | Restaurant (With Drive-Thru)  |
| <b>West</b>  | Light Industrial (M-1)  | Multi-tenant Office Warehouse |

### **Conformance with the Thoroughfare Plan**

The subject property has street frontage on Rice Drier Road, which is classified as a local street with a required right-of-way width of 70 feet. The right-of-way is of sufficient width.

### **Conformance with the Unified Development Code**

At the time of development, all requirements of the Unified Development Code will have been met or exceeded per the requirements of this CUP application.

| <b>Light Industrial (M-1) Area Regulations</b> |                 |                                |
|--|-----------------|--------------------------------|
| <b>Size of Lots</b>                            | <b>Required</b> | <b>Existing Lot Dimensions</b> |
| Minimum Lot Size                               | 40,000 sf.      | 46,606 sf.                     |
| Minimum Lot Width                              | 150 ft.         | 180 ft.                        |
| Minimum Lot Depth                              | 150 ft.         | 282.5 ft.                      |

### **Platting Status**

The subject property is platted as a portion of Rice Drier Road Development. The plat was recorded with Brazoria County on March 4, 2015.

### **Availability of Utilities**

According to GIS, the subject property is served by an 8-inch water line located along the southern property line and an 8-inch gravity main located across Rice Drier Road.

### **Impact on Existing and Future Development**

The proposed CUP will not significantly impact surrounding properties or developments, as the property is surrounded by mostly commercial and light industrial uses or undeveloped tracts proposed for light industrial uses on the City of Pearland Future Land Use Map and Zoning Map. The proposed tree plantings and masonry façade will enhance the visual impact of the facility compared to surrounding properties. The applicant also is proposing to preserve an old growth oak tree which currently exists near the center of the property.

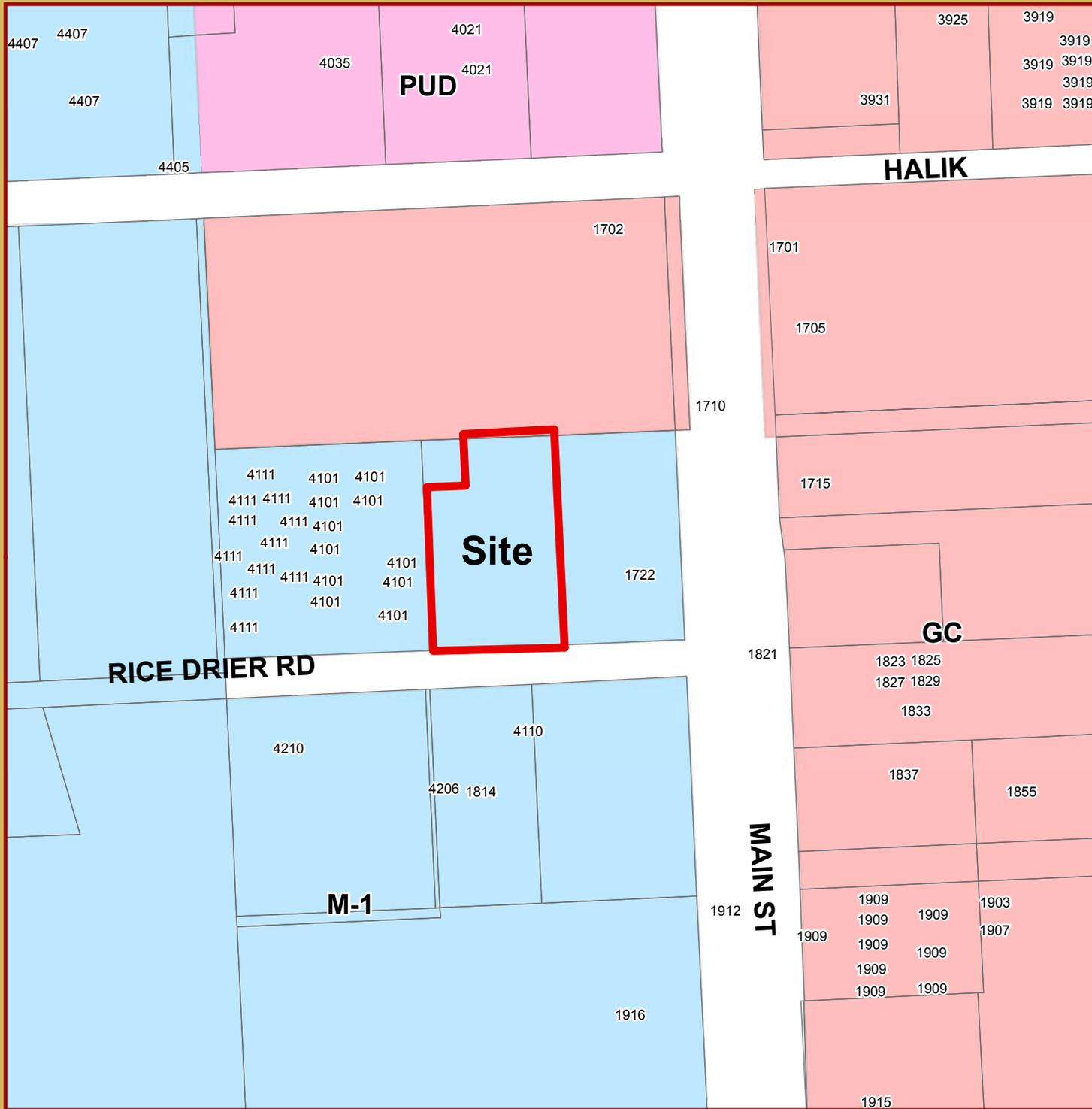
### **Additional Comments**

The City's Development Review Committee (DRC) has reviewed the request, and there were no additional comments from other departments at the time of this report.

### **Exhibits**

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Notification Map
5. Notification List
6. Applicant Packet





# Exhibit 2

## ZONING MAP

### CUP 2015-07

### 4000 Block of Rice Drier Rd.



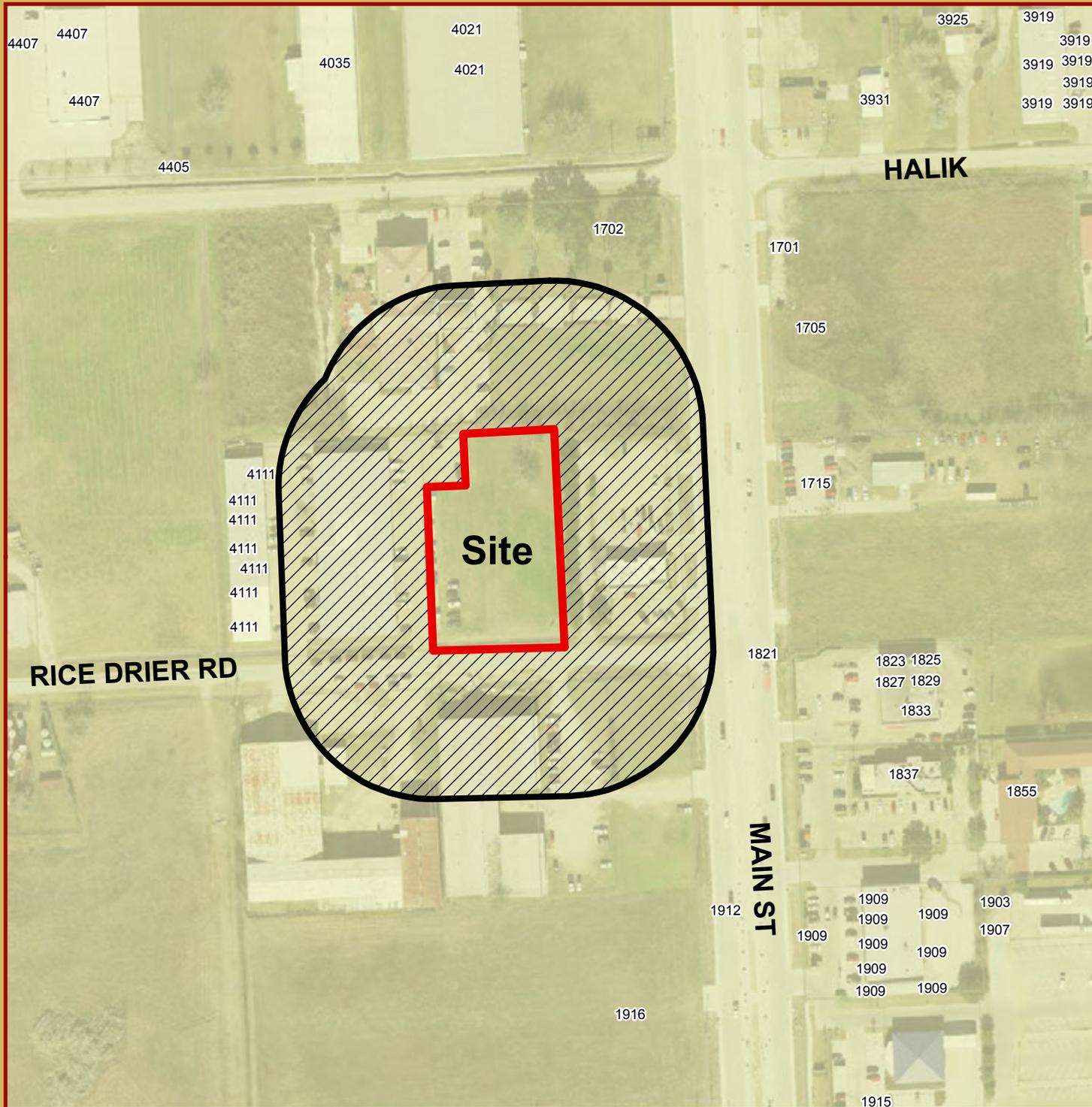
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

1 inch = 193 feet

JUNE 2015  
PLANNING DEPARTMENT







# Exhibit 4

## NOTIFICATION MAP

CUP 2015-07

4000 Block of  
Rice Drier Rd.



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

1 inch = 193 feet

JUNE 2015  
PLANNING DEPARTMENT



**Exhibit 5**

**CUP 2015-07** Microbrewery at 4000 Block of Rice Drier Rd.

| <b>Owner</b>                   | <b>Address</b>      | <b>City</b> | <b>State</b> | <b>Zip</b> |
|--------------------------------|---------------------|-------------|--------------|------------|
| BAYOU PROPERTIES CO            | 6002 OSBORN ST      | HOUSTON     | TX           | 77033      |
| PEARL HOSPITALITY INC          | 1702 N MAIN ST      | PEARLAND    | TX           | 77581      |
| RICE DRYER ROAD PROPERTIES LLC | 1021 N MAIN ST      | PEARLAND    | TX           | 77581      |
| VALLE KAUNISTE                 | 3004 SUMMIT SPRINGS | PEARLAND    | TX           | 77581      |

# EXHIBIT 6



## APPLICATION FOR A CONDITIONAL USE PERMIT (CUP)

City of Pearland  
Community Development  
3523 Liberty Drive  
(Community Center)  
Pearland, Texas 77581  
281-652-1765  
281-652-1702 fax  
www.cityofpearland.com

Conditional Use Permit Request for: Microbrewery in M1-Light Industrial  
Zone  
(list proposed use from the Table of Uses of the UDC)

Current Zoning District: M1-light Industrial

### Property Information:

Address or General Location of Property: 0 Rice Drier Road Pearland TX  
77581 → This is 1.069 Acres behind Wendys on Rice Drier R  
Tax Account No. 32056333910  
Subdivision: Rice Drier Road Development Lot: 1 Block: 1

**A complete application must include all information shown on the Application Checklist attached to this application.**

### PROPERTY OWNER INFORMATION:

NAME Valle Kavniste  
ADDRESS 3004 Summit Springs  
CITY Pearland STATE TX ZIP 77581  
PHONE (281) 705-4063  
FAX ( )  
E-MAIL ADDRESS Brewed@vallensons.com

### APPLICANT/AGENT INFORMATION:

NAME Valle Kavniste  
ADDRESS 3004 Summit Springs  
CITY Pearland STATE TX ZIP 77581  
PHONE (281) 705-4063  
FAX ( )  
E-MAIL ADDRESS Brewed@vallensons.com

\*Property owner must be the current owner of the property at the time of submittal of the application, and not the party that has the property under contract.

As owner and applicant, I hereby request approval of the above described request as provided for by the Unified Development Code of the City of Pearland.

Owner's Signature: Valle Kavniste Date: 5/10/15

Agent's/  
Applicant's Signature: Valle Kavniste Date: 5/10/15

### OFFICE USE ONLY:

|                          |                           |                          |                               |
|--------------------------|---------------------------|--------------------------|-------------------------------|
| FEES PAID: <u>\$1025</u> | DATE PAID: <u>5/14/15</u> | RECEIVED BY: <u>V.K.</u> | RECEIPT NUMBER: <u>228842</u> |
|--------------------------|---------------------------|--------------------------|-------------------------------|

Application No. 2015-07

CITY OF PEARLAND  
\*\*\* CUSTOMER RECEIPT \*\*\*

Oper: JMATA      Type: OC      Drawer: 1  
Date: 5/15/15 01      Receipt no: 228842

| Description             | Quantity | Amount    |
|-------------------------|----------|-----------|
| BA BOARD OF ADJUSTMENTS | 1.00     | \$1025.00 |

Trans number: 4848975

VALLE JAMES KAUNISTE DBA  
0 RICE DRIER RD  
VALLE KAUNISTE

Tender detail

|                |     |           |
|----------------|-----|-----------|
| CK CHECK       | 306 | \$1025.00 |
| Total tendered |     | \$1025.00 |
| Total payment  |     | \$1025.00 |

Trans date: 5/14/15      Time: 15:01:19

**ZONE CHANGE/ VARIANCE/PLAT/RECORDATION**

(circle one)  
\$ 1025      **BA** or **PF** or **FE**

Description: Input who the check is from

**COMMENTS/DESCRIPTION (F10):**

Location or Address 0 Rice Drier Road

Applicant Valle kauniste

Owner Valle kauniste



## Letter of Intent

May, 5, 2015

Ian Clowes

Senior Planner, Planning and Zoning

3519 Liberty Drive

Pearland, Texas 77581

Dear Mr. Clowes,

This Letter of Intent is part of the Conditional Use Permit to request approval from the Planning and Zoning department for the City of Pearland, Texas to open Vallensons' Brewing Company a Microbrewery/Nanobrewery. This request will allow Vallensons' Brewing Company LLC to brew and self-distribute beer as well as provide a tasting room and retail operation open to the public. We also propose to rent the brewery to the public for special events, such as birthdays and wedding receptions.

The address for Vallensons' Brewing Company will be at 4111 Rice Drier Pearland Texas. This location is within the M-1 (Light Industrial) zone which was recently (2/26/15) expanded to allow microbrewery's in the M-1 Light Industrial Zone in Pearland Texas.

Vallensons' Brewing Company LLC, plans to build approximately a 2000 square foot warehouse which will house the brewery area, bathrooms, and taproom. We also plan to build a parking lot and will provide landscaping improvements which entail tree planning along rice drier road. We plan to keep as much of the open space untouched for outdoor activities. The hours open to the public are TBD.

Thanks in advance,

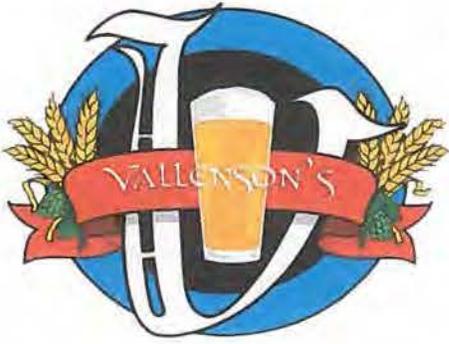
Valle Kauniste

Founder/CEO

Vallensons' Brewing Company

[Brewed@Vallensons.com](mailto:Brewed@Vallensons.com)

281-705-4063



5/10/15

Vallensons' Brewing Company Site Plan

- Proposed layout of subject property-See attached maps
- Proposed building-Approximately a 2000 square foot metal warehouse
- Parking-Parking will run along the side of the warehouse-See attached picture
- Landscape plan- Trees along Rice Drier and open grass
  - Details of landscaping requirements are called out in pre development plan
- Detention/Retention pond/swales- This is being designed by engineering firm. Once completed it will be provided
- Fences- This is being designed by engineering firm. Once completed it will be provided.

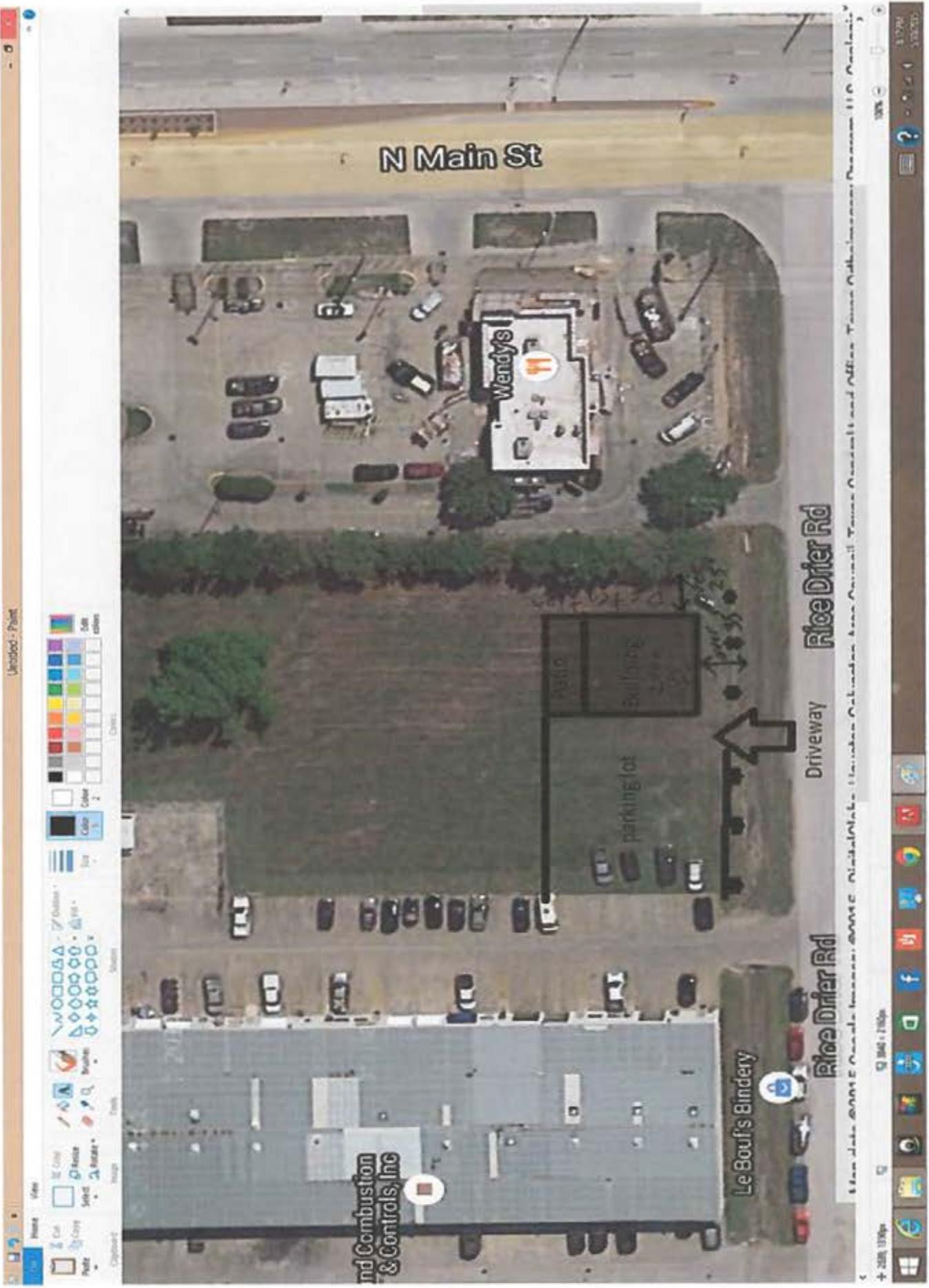
→ Buildings will be placed over 35' from front of property line and over 25' from side of property line.

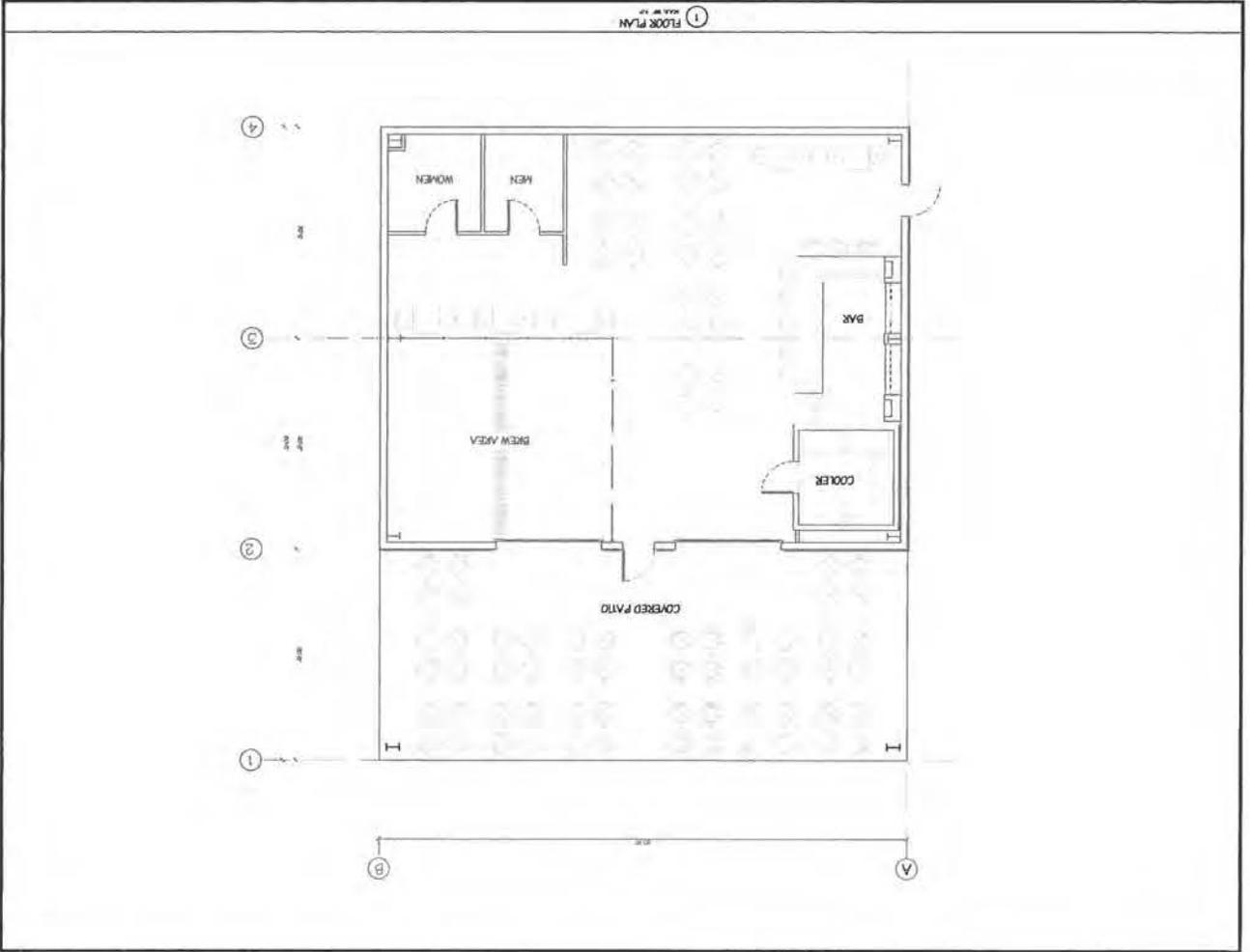
A handwritten signature in black ink, appearing to read "Valle Kauristo". The signature is stylized and includes a long horizontal line extending to the right.

Valle Kauristo  
281-705-4063

5/10/15

# Vallensons, Brewing Site Plan



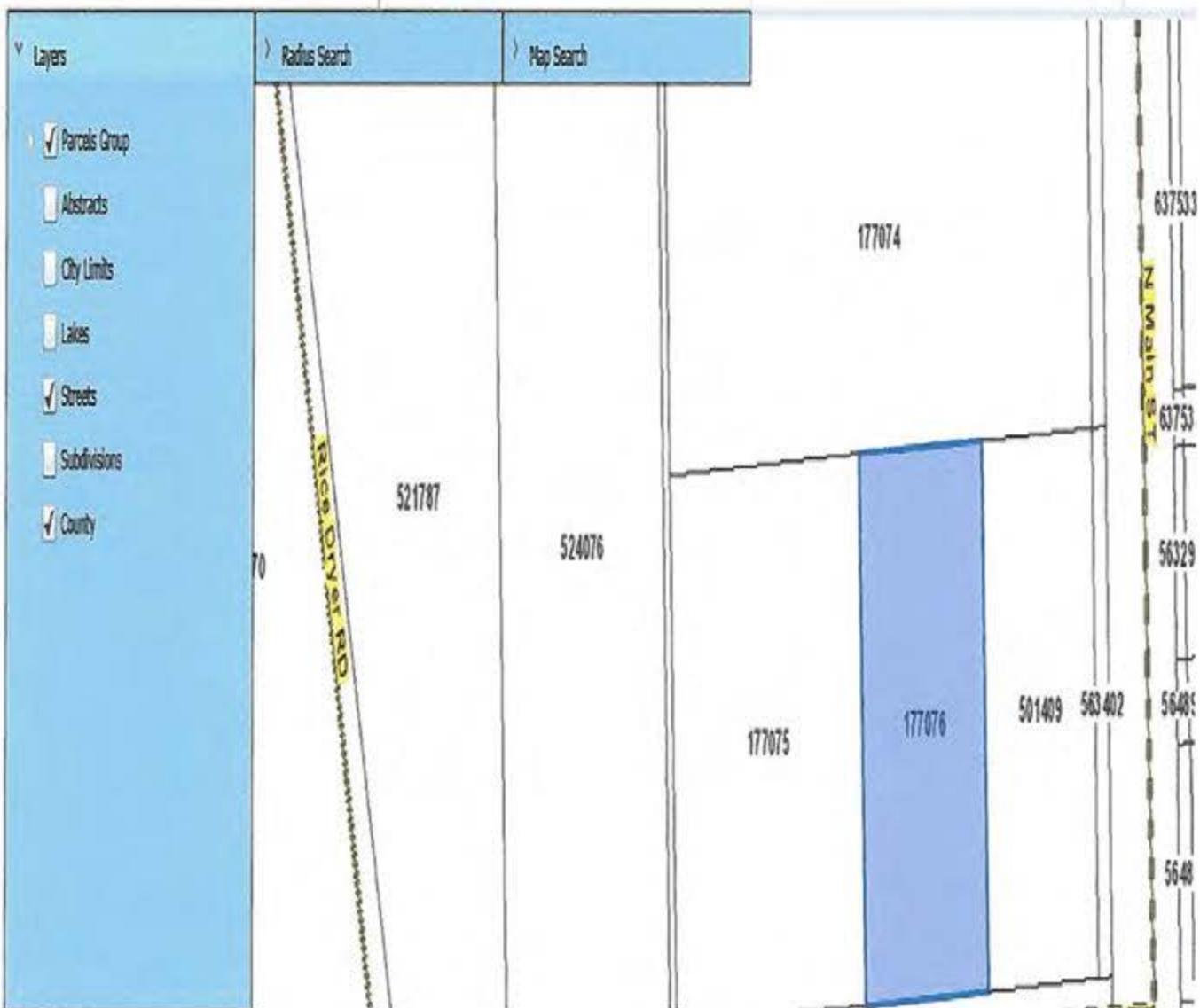


|   |              |
|---|--------------|
| DATE  | 03 2008      |
| SHEET NO.   | A1.0         |
| PROJECT   | PROPERTY     |
| DESIGNER  | TKW          |
| SCALE   | 1/4" = 1'-0" |
| <b>TKW<br/>DESIGNS</b><br>3233 WASHINGTON BLVD<br>PHOENIX, AZ 85018 |              |
| <b>BREWERY BUILDING</b>   |              |
| NO.   | 1            |
| DATE  | 03/20/08     |

[Property Search Results](#) > Property ID 177076 BAYOU PROPERTIES CO for Year 2015

[Details](#) [Map](#)

|  |  |  |                                 |
|--|--|--|---------------------------------|
| <b>Account</b><br>Property ID: 177076<br>Geo. ID: 0542-0027-110<br>Type: Real<br>Legal Description: A0542 H T & B R R, TRACT 38A1, ACRES 1.166 | <b>Location</b><br>Situs Address: RICE DRYER RD PEARLAND,<br><br>Neighborhood: ABSTRACT 1990 AND NEWER<br>Maps:<br>Jurisdictions: DRH, GBC, SPL, ROB, CAD, CPL | <b>Owner</b><br>Owner Name: BAYOU PROPERTIES CO<br>Mailing Address: , 6002 OSBORN ST, HOUSTON, TX 77033-1016 | <b>Property</b><br>Appraised Vi |
|--|--|--|---------------------------------|



**DISCLAIMER**

© N. Harris Computer Corporation



[Home](#)

[Map Gallery](#)

[City Map Book](#)

[GIS Data](#)

[Capital Improvements](#)

### 4111 RICE DRIER RD



#### Location

4111 RICE DRIER RD  
PEARLAND, TX 77581

Key Map® Location: 615 E  
Neighborhood:  
County: Brazoria



#### City Limit Information

Within city limits: Yes  
Annexation Number: 0  
Annexation Date: Fri May 12, 1905



#### Trash, Recycle, Green Day

Trash Pickup: WEDNESDAY & SATURDAY  
Recycle Pickup: SATURDAY  
Green Day: WEDNESDAY



#### Voting Information

Voting Precinct: 12



#### Boundary Area

Subdivision:  
School District: Pearland ISD  
Drainage District: Brazoria Drainage Dist. 4  
(Pearland)  
Municipal Utility District: n/a  
Plat:

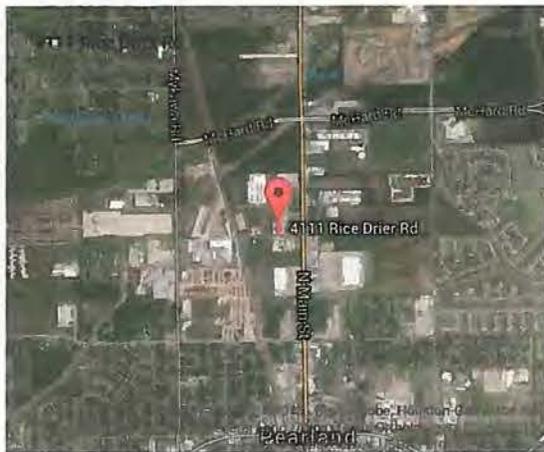


#### Landuse

Land use : Industrial  
Zone: M-1

#### External Map Services

#### Appraisal Districts



- [Brazoria County Appraisal District](#)
- [Harris County Appraisal District](#)
- [Fort Bend Appraisal District](#)

[View Larger Map on Google Maps](#)

[View on Yahoo! Maps](#)

[View on MSN Maps](#)

[View on Mapquest](#)



○ ~~5111~~ Rice Prier, Pearland TX  
1.069 Acres



- (h) **Access.** Access shall be provided in accordance with the City's Engineering Design Criteria Manual (EDCM).
- (i) **Refuse Containers.** All refuse and refuse containers shall be screened from the view of adjacent public streets and from the view of any adjacent single-family, patio home, townhouse, and/or multiple-family development(s). Such containers shall not be located within the front yard area, and shall be to the side or rear of the lot.
- (j) **Adjacent to a Single-Family Use or Zoning District.** When a nonresidential development is established on a tract of land that is adjacent to a single-family development or to property zoned for single-family use, there shall be a twenty-five-foot (25') wide landscaped buffer along the property line that is adjacent to such use or district. The landscaped buffer shall remain open and unobstructed (i.e., no parking, driveways, or other use of the buffer area), and shall be planted with ground cover, such as grass or ivy. This landscaped buffer may be located with the required yard/setback area.

Ord. No. 2000T-2, Section 2.4.4.6, February 26, 2007.

Ord. No. 2000T-3, Section 2.4.4.6, July 9, 2007.

Ord. No. 2000T-13, Section 2.4.4.6, October 24, 2011.

**Section 2.4.4.7 M-1, Light Industrial District**

(a) **Purpose.** The Light Industrial District (M-1) is intended to permit a wide variety of light industrial, manufacturing, wholesale and service type uses.

(b) **Authorized Uses.** The following are authorized uses under the regulations established in this chapter:

- (1) Permitted and conditional uses as authorized in the Land Use Matrix in Article 5, Division 2 of this Chapter 2;
- (2) Accessory uses as authorized in Article 5, Division 3 of this Chapter 2.

(c) **Area Regulations.**

(1) Size of Lots:

- a. Minimum Lot Size - Forty thousand (40,000) square feet in area.
- b. Minimum Lot Width - One hundred and fifty feet (150').
- c. Minimum Lot Depth - One hundred and fifty feet (150').

(2) Size of Yards:

- a. Minimum Front Yard - Thirty-five feet (35')
- b. Minimum Side Yard - Twenty-five feet (25')
- c. Minimum Rear Yard - Twenty-five feet (25')

(d) **Height Restrictions.** No building shall exceed forty-five feet (45') in height. → less than 30'

(e) **Fences & Screening.** Fences and screening shall be provided and maintained as set forth in Chapter 4, Article 2, Division 4 of this UDC.

*Proposed Rice Drier Side*  
  
 Actual  
 46,606.5 sq ft  
 180'  
 282.5'

**Brazoria CAD**

Property Search Results > 177076 BAYOU PROPERTIES CO for Year 2015

**Property**

**Account**

Property ID: 177076      Legal Description: A0542 H T & B R R, TRACT 38A1, ACRES 1.166  
 Geographic ID: 0542-0027-110      Agent Code: ID:216  
 Type: Real  
 Property Use Code:  
 Property Use Description:

**Location**

Address: RICE DRYER RD      Mapsco:  
 PEARLAND,  
 Neighborhood: ABSTRACT 1990 AND NEWER      Map ID:  
 Neighborhood CD: SPL.N

**Owner**

Name: BAYOU PROPERTIES CO      Owner ID: 41125  
 Mailing Address: 6002 OSBORN ST      % Ownership: 100.0000000000%  
 HOUSTON, TX 77033-1016  
 Exemptions:

**Values**

|                                       |   |           |                       |
|---------------------------------------|---|-----------|-----------------------|
| (+) Improvement Homesite Value:       | + | \$0       |                       |
| (+) Improvement Non-Homesite Value:   | + | \$0       |                       |
| (+) Land Homesite Value:              | + | \$0       |                       |
| (+) Land Non-Homesite Value:          | + | \$101,580 | Ag / Timber Use Value |
| (+) Agricultural Market Valuation:    | + | \$0       | \$0                   |
| (+) Timber Market Valuation:          | + | \$0       | \$0                   |
| <hr/>                                 |   |           |                       |
| (=) Market Value:                     | = | \$101,580 |                       |
| (-) Ag or Timber Use Value Reduction: | - | \$0       |                       |
| <hr/>                                 |   |           |                       |
| (=) Appraised Value:                  | = | \$101,580 |                       |
| (-) HS Cap:                           | - | \$0       |                       |
| <hr/>                                 |   |           |                       |
| (=) Assessed Value:                   | = | \$101,580 |                       |

**Taxing Jurisdiction**

Owner: BAYOU PROPERTIES CO  
 % Ownership: 100.0000000000%  
 Total Value: \$101,580

| Entity          | Description                                     | Tax Rate | Appraised Value | Taxable Value | Estimated Tax               |            |
|-----------------|---|----------|-----------------|---------------|-----------------------------|------------|
| CAD             | BRAZORIA COUNTY APPRAISAL DISTRICT              | 0.000000 | \$101,580       | \$101,580     | \$0.00                      |            |
| CPL             | CITY OF PEARLAND                                | 0.712100 | \$101,580       | \$101,580     | \$723.35                    |            |
| DR4             | BRAZORIA COUNTY DRAINAGE DISTRICT #4 (PEARLAND) | 0.156000 | \$101,580       | \$101,580     | \$158.46                    |            |
| GBC             | BRAZORIA COUNTY                                 | 0.438500 | \$101,580       | \$101,580     | \$445.43                    |            |
| RDB             | ROAD & BRIDGE FUND                              | 0.060000 | \$101,580       | \$101,580     | \$60.95                     |            |
| SPL             | PEARLAND INDEPENDENT SCHOOL DISTRICT            | 1.415700 | \$101,580       | \$101,580     | \$1,438.07                  |            |
| Total Tax Rate: |   | 2.782300 |                 |               |                             |            |
|                 |   |          |                 |               | Taxes w/Current Exemptions: | \$2,826.26 |
|                 |   |          |                 |               | Taxes w/o Exemptions:       | \$2,826.26 |

**Improvement / Building**

No improvements exist for this property.

Land

| # | Type | Description  | Acres  | Sqft     | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|------|--------------|--------|----------|-----------|-----------|--------------|-------------|
| 1 | S1   | PRIMARY SITE | 1.1660 | 50791.00 | 0.00      | 0.00      | \$101,580    | \$0         |

Roll Value History

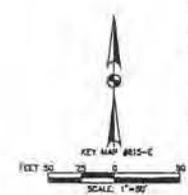
| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap | Assessed  |
|------|--------------|-------------|--------------|-----------|--------|-----------|
| 2015 | \$0          | \$101,580   | 0            | 101,580   | \$0    | \$101,580 |
| 2014 | \$0          | \$101,580   | 0            | 101,580   | \$0    | \$101,580 |
| 2013 | \$0          | \$101,580   | 0            | 101,580   | \$0    | \$101,580 |
| 2012 | \$0          | \$101,580   | 0            | 101,580   | \$0    | \$101,580 |
| 2011 | \$0          | \$101,580   | 0            | 101,580   | \$0    | \$101,580 |
| 2010 | \$0          | \$101,580   | 0            | 101,580   | \$0    | \$101,580 |
| 2009 | \$0          | \$101,580   | 0            | 101,580   | \$0    | \$101,580 |
| 2008 | \$0          | \$101,580   | 0            | 101,580   | \$0    | \$101,580 |
| 2007 | \$0          | \$101,580   | 0            | 101,580   | \$0    | \$101,580 |
| 2006 | \$0          | \$101,580   | 0            | 101,580   | \$0    | \$101,580 |
| 2005 | \$0          | \$101,580   | 0            | 101,580   | \$0    | \$101,580 |
| 2004 | \$0          | \$101,580   | 0            | 101,580   | \$0    | \$101,580 |
| 2003 | \$0          | \$76,190    | 0            | 76,190    | \$0    | \$76,190  |
| 2002 | \$0          | \$76,190    | 0            | 76,190    | \$0    | \$76,190  |
| 2001 | \$0          | \$76,190    | 0            | 76,190    | \$0    | \$76,190  |

Deed History - (Last 3 Deed Transactions)

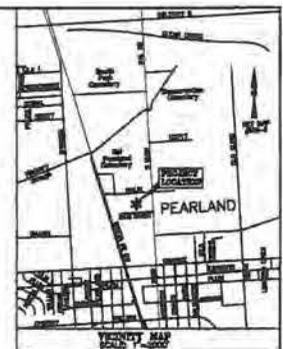
| # | Deed Date  | Type | Description   | Grantor              | Grantee             | Volume | Page   | Deed Number |
|---|------------|------|---------------|----------------------|---------------------|--------|--------|-------------|
| 1 | 11/13/2008 | WD   | WARRANTY DEED | SOURCE INVESTMENT CO | BAYOU PROPERTIES CO | 08     | 054031 |             |

Questions Please Call (979) 849-7792

H.T. & B.R.R. CO. SURVEY SECTION 3, A 232



**REMARKS:**  
 THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED UPON TEXAS SOUTH ZONING ZONE 83. COORDINATE VALUES ARE DISTANCES AND SURFACE VALUES. ALL COORDINATES ARE USED VALUES. MAY BE SUBJECT TO SURFACE VALUES BY DIVIDING BY A SCALE FACTOR OF 0.9999972028.  
**TEMPORARY MONUMENTS:**  
 TRAIL: SET BALLBEAM SPIKE IN POWER POLE WITH DOWN OUT LOCATED ALONG THE SOUTH SIDE OF RICE DRIVE. ELEV=47.74'  
 FROM:  
 THIS PROPERTY LIES PARTIALLY IN LIGHTLY SHADDED ZONE "2" AREA ACCORDING TO BE OUTSIDE 100-YEAR FLOODPLAIN AND ZONING "2" LIGHTLY SHADDED AREA. DETERMINED TO BE WITHIN THE 100-YEAR FLOOD WITH AVERAGE DEPTH OF LESS THAN 1 FOOT OR WITH DAMAGE AREA LESS THAN 1 SQUARE YARD. AS PER FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO. 483000000 L, EFFECTIVE DATE SEPTEMBER 23, 1988.  
 SUGGESTED TOP OF FINISH FLOOR ELEVATION = 48.07'



| TAG | BEARING      | DISTANCE |
|-----|--------------|----------|
| L1  | R00°48'21" W | 81.00'   |
| L2  | S07°11'36" E | 58.00'   |

| LEGEND |                                      |
|--------|--------------------------------------|
| ---    | EASEMENT LINE                        |
| ---    | ADJACENT LOT/ROW LINE                |
| ---    | RIGHT-OF-WAY                         |
| ---    | B.C.D.R. BRAZORIA COUNTY DEED RECORD |
| ---    | PROPOSED STREET LIGHT                |

**METES AND BOUNDS DESCRIPTION OF RICE DRIER ROAD DEVELOPMENT - TRACT "A"**  
 Being a 1.0899 acres (46,606 Sq. Ft.) tract of land out Lot 1, Block 1 of Rice Drier Road Development subdivision as recorded in Plat 201500252 of Brazoria County Plat Records, Brazoria County, Texas and being situated in the H. T. & B. R. Co. Survey, Abstract 232, Brazoria County, Texas and being more particularly described as follows:

COMMENCING at the 5/8-inch iron rod found in the westerly right-of-way line of Main Street, also known as Texas State Highway No. 35, having right-of-way width of 125 feet and the intersection of the North right-of-way line of Rice Drier Road, having 70 feet width. Same being the Southeast corner of the Lot 1 of WENDYS @ STATE HIGHWAY 35, Plat No. P-615E-2010-0025;

THENCE South 87 degree 11' 39" West along North right-of-way line of Rice Drier Road, a distance of 170.00 feet, to N" iron rod found for the POINT OF BEGINNING of herein described tract;

THENCE South 87 degree 11' 39" West 180.00 feet along the North right-of-way line of Rice Drier Road, as a 5/8-inch iron rod found for the southwest corner of the herein described tract;

THENCE North 02 degree 48' 21" West, 201.32 feet departing from the said North right-of-way line to a 3/4-inch iron rod set for a corner;

THENCE North 87 degree 11' 39" East 52.00 feet along to a 3/4-inch iron rod set for a corner;

THENCE North 02 degree 48' 21" East, 81.00 feet to a 3/4-inch iron rod set for a corner;

THENCE North 87 degree 11' 39" East a distance of 128.00 feet along the south property line of the Pearlman Hospitality, Inc., and along the North line of 30 feet utility easement to a 1/4-inch iron pipe found for a corner and across being a Northwest corner of lot 1 of WENDYS @ STATE HIGHWAY 35;

THENCE South 02 degree 48' 21" East 282.50 feet along the west line of said WENDYS @ STATE HIGHWAY 35, to the POINT OF BEGINNING and containing 1.0899 acres (46,606 Sq. Ft.) tract of land, more or less.

*J. H. Doshi*  
 H. H. Doshi, P.E., R.P.L.S.

THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAILS REQUIREMENTS FOR ALTA/MACHIN LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, INCLUDES ITEM 2.1.4, 604, 704, 700(1), 704, 8, 9, 1104, 12, 16, 17, 18, 19, AND 21 OF TABLE A THEREOF, THE FIELD WORK WAS COMPLETED ON 4-13-2015.

Also, certifies to Yellowknife Surveying Company, LLC and Survey Title Company, and Survey Properties Company.

DATE OF MAP: April 13, 2015

*J. H. Doshi*  
 H. H. Doshi, P.E., R.P.L.S.  
 License No. 2660

| NO. | REVISION | BY | DATE | CHKD. | DATE |
|-----|----------|----|------|-------|------|
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G.F. NO. 1583948102

**TRACT "A"**  
 1.0899 ACRES  
 OUT OF RICE DRIER ROAD DEVELOPMENT SUBDIVISION PLAT 2015 00252  
 BRAZORIA COUNTY, TEXAS

**DOSHI ENGINEERING & SURVEYING COMPANY**  
 CONSULTING ENGINEERS & SURVEYORS  
 KATY, TEXAS.

OFFICE: (281) 365-2908      REGISTRATION NO. F-0873

DRAWN BY: SD      DATE: 04/13/15  
 CHECKED BY: MD      DATE: 04/13/15      PROJ. NO.:

SCALE: 1"=50'      DWG. NO.:

CAD NO.: 2015-008-BOUNDARY 1      0

## A. Settlement Statement

U.S. Department of Housing  
and Urban Development

OMB Approval No. 2502-0265

## B. Type of Loan

|                                 |  |  |                               |                 |                                    |
|---------------------------------|--|--|-------------------------------|-----------------|------------------------------------|
| 1. <input type="checkbox"/> FHA | 2. <input type="checkbox"/> FmHA       | 3. <input type="checkbox"/> Conv. Unins. | 6. File Number:<br>1503940102 | 7. Loan Number: | 8. Mortgage Insurance Case Number: |
| 4. <input type="checkbox"/> VA  | 5. <input type="checkbox"/> Conv. Ins. | <input type="checkbox"/> Other           |                               |                 |                                    |

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower: VALLENSONS BREWING COMPANY, LLC, 3004 Summit Springs, Pearland, TX 77581

E. Name & Address of Seller: BAYOU PROPERTIES COMPANY, 6002 Osborn Street, Houston, TX 77033

F. Name & Address of Lender: Cash

G. Property Location: Property Address  
0 Rice Dryer Road Pearland, Texas 77584

Metes & Bounds  
Being a 1.0699 acre tract of land out of Lot 1, Block 1 of Rice Drier Road Development more fully described by metes and bounds, Brazoria County, Texas

H. Settlement Agent: Stewart Title Company, 2625 Bay Area Blvd., Suite 100, Houston, TX 77058, (281)488-6683  
Place of Settlement: 2625 Bay Area Blvd., Suite 100, Houston, TX 77058

I. Settlement Date: 5/8/2015 Proration Date: 5/8/2015 Disbursement Date: 5/8/2015

| J. Summary of Borrower's Transaction   |                     | K. Summary of Seller's Transaction   |                     |
|--|---------------------|--|---------------------|
| <b>100. Gross Amount Due from Borrower</b>   |                     | <b>400. Gross Amount Due to Seller</b>   |                     |
| 101. Contract sales price  | \$140,000.00        | 401. Contract sales price  | \$140,000.00        |
| 102. Personal property   |                     | 402. Personal property   |                     |
| 103. Settlement charges to borrower (line 1400)  | \$220.55            | 403.   |                     |
| 104.   |                     | 404.   |                     |
| 105.   |                     | 405.   |                     |
| <b>Adjustments for items paid by seller in advance</b>   |                     | <b>Adjustments for items paid by seller in advance</b>                                       |                     |
| 106. City/town taxes   |                     | 406. City/town taxes   |                     |
| 107. County taxes  |                     | 407. County taxes  |                     |
| 108. Assessments   |                     | 408. Assessments   |                     |
| 109.   |                     | 409.   |                     |
| 110.   |                     | 410.   |                     |
| 111.   |                     | 411.   |                     |
| 112.   |                     | 412.   |                     |
| <b>120. Gross Amount Due from Borrower</b>   | <b>\$140,220.55</b> | <b>420. Gross Amount Due to Seller</b>   | <b>\$140,000.00</b> |
| <b>200. Amounts Paid by or in Behalf of Borrower</b>   |                     | <b>500. Reductions in Amount Due to Seller</b>   |                     |
| 201. Deposit or earnest money  | \$1,400.00          | 501. Excess deposit (see instructions)   |                     |
| 202. Principal amount of new loan(s)   |                     | 502. Settlement charges to seller (line 1400)  | \$5,476.95          |
| 203. Existing loan(s) taken subject to   |                     | 503. Existing loan(s) taken subject to   |                     |
| 204.   |                     | 504. Payoff of first mortgage loan   |                     |
| 205.   |                     | 505. Payoff of second mortgage loan  |                     |
| 206.   |                     | 506.   |                     |
| 207.   |                     | 507.   |                     |
| 208.   |                     | 508.   |                     |
| 209.   |                     | 509.   |                     |
| <b>Adjustments for items unpaid by seller</b>  |                     | <b>Adjustments for items unpaid by seller</b>  |                     |
| 210. City/town taxes   |                     | 510. City/town taxes   |                     |
| 211. County taxes  |                     | 511. County taxes  |                     |
| 212. Assessments   |                     | 512. Assessments   |                     |
| 213.   |                     | 513.   |                     |
| 214.   |                     | 514.   |                     |
| 215.   |                     | 515.   |                     |
| 216.   |                     | 516.   |                     |
| 217.   |                     | 517.   |                     |
| 218.   |                     | 518.   |                     |
| 219.   |                     | 519.   |                     |
| <b>220. Total Paid by/for Borrower</b>   | <b>\$1,400.00</b>   | <b>520. Total Reduction Amount Due Seller</b>  | <b>\$5,476.95</b>   |
| <b>300. Cash at Settlement from/to Borrower</b>  |                     | <b>600. Cash at Settlement to/from Seller</b>  |                     |
| 301. Gross amount due from borrower (line 120)   | \$140,220.55        | 601. Gross amount due to seller (line 420)   | \$140,000.00        |
| 302. Less amounts paid by/for borrower (line 220)  | (\$1,400.00)        | 602. Less reductions in amount due seller (line 520)   | (\$5,476.95)        |
| <b>303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower</b> | <b>\$138,820.55</b> | <b>603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller</b> | <b>\$134,523.05</b> |

**SUBSTITUTE FORM 1099 SELLER STATEMENT** - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

**SELLER INSTRUCTION** - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 8252 and/or Schedule D (Form 1040).

You are required to provide the Settlement Agent with your correct taxpayer identification number.

If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

BAYOU PROPERTIES COMPANY

By: \_\_\_\_\_  
JOHN BRAUN  
VICE PRESIDENT

| <b>L. Settlement Charges</b>                               |  |  |                 |                   |
|--|--|--|-----------------|-------------------|
| 700.   | Total Sales/Broker's Commission based on price \$140,000.00 @ 3.000000% = \$4,200.00 |  | Paid From       | Paid From         |
|  | Division of commission (line 700) as follows:  |  | Borrower's      | Seller's          |
| 701.   |  |  | Funds at        | Funds at          |
| 702.   | \$4,200.00 to Simien Properties  |  | Settlement      | Settlement        |
| 703.   | Commission paid at settlement \$4,200.00   |  |                 | \$4,200.00        |
| 704.   |  |  |                 |                   |
| <b>800. Items Payable in Connection with Loan</b>          |  |  |                 |                   |
| 801.   | Loan origination fee   |  |                 |                   |
| 802.   | Loan discount  |  |                 |                   |
| 803.   | Appraisal fee  |  |                 |                   |
| 804.   | Credit report  |  |                 |                   |
| 805.   | Lender's inspection fee  |  |                 |                   |
| 806.   | Mortgage insurance application fee   |  |                 |                   |
| 807.   | Assumption fee   |  |                 |                   |
| 808.   |  |  |                 |                   |
| 809.   |  |  |                 |                   |
| 810.   |  |  |                 |                   |
| 811.   |  |  |                 |                   |
| 812.   |  |  |                 |                   |
| 813.   |  |  |                 |                   |
| <b>900. Items Required by Lender to Be Paid In Advance</b> |  |  |                 |                   |
| 901.   | Interest from  |  |                 |                   |
| 902.   | Mortgage insurance premium for   |  |                 |                   |
| 903.   | Hazard insurance premium for   |  |                 |                   |
| 904.   |  |  |                 |                   |
| 905.   |  |  |                 |                   |
| <b>1000. Reserves Deposited with Lender</b>                |  |  |                 |                   |
| 1001.  | Hazard insurance   |  |                 |                   |
| 1002.  | Mortgage insurance   |  |                 |                   |
| 1003.  | City property taxes  |  |                 |                   |
| 1004.  | County property taxes  |  |                 |                   |
| 1005.  | Annual assessments   |  |                 |                   |
| 1006.  |  |  |                 |                   |
| 1007.  |  |  |                 |                   |
| 1008.  |  |  |                 |                   |
| 1009.  |  |  |                 |                   |
| <b>1100. Title Charges</b>                                 |  |  |                 |                   |
| 1101.  | Settlement or closing fee  |  |                 |                   |
| 1102.  | Abstract or title search   |  |                 |                   |
| 1103.  | Title examination  |  |                 |                   |
| 1104.  | Title insurance binder   |  |                 |                   |
| 1105.  | Document preparation to Gregory G. Bess  |  |                 | \$100.00          |
| 1106.  | Notary fees  |  |                 |                   |
| 1107.  | Attorney's fees to   |  |                 |                   |
|  | Includes above item numbers:   |  |                 |                   |
| 1108.  | Title Insurance to Stewart Title Company   |  | \$164.55        | \$1,097.00        |
|  | Includes above item numbers:   |  |                 |                   |
| 1109.  | Lender's coverage  |  |                 |                   |
| 1110.  | Owner's coverage \$140,000.00 \$1,097.00<br>T1 Survey Amend Charge Only STG \$164.55 |  |                 |                   |
| 1111.  |  |  |                 |                   |
| 1112.  | Tax Certificate to Stewart Title Company   |  |                 | \$64.95           |
| 1113.  | Messenger Fee to Stewart Title Company   |  | \$15.00         | \$15.00           |
| 1114.  |  |  |                 |                   |
| 1115.  |  |  |                 |                   |
| 1116.  |  |  |                 |                   |
| 1117.  | E-Recording Fee to Stewart Title Company   |  | \$3.00          |                   |
| <b>1200. Government Recording and Transfer Charges</b>     |  |  |                 |                   |
| 1201.  | Recording fees: Deed \$38.00   |  | \$38.00         |                   |
| 1202.  | City/county tax/stamps:  |  |                 |                   |
| 1203.  | State tax/stamps:  |  |                 |                   |
| 1204.  |  |  |                 |                   |
| 1205.  |  |  |                 |                   |
| 1206.  |  |  |                 |                   |
| <b>1300. Additional Settlement Charges</b>                 |  |  |                 |                   |
| 1301.  | Survey   |  |                 |                   |
| 1302.  | Pest inspection  |  |                 |                   |
| 1303.  |  |  |                 |                   |
| 1304.  |  |  |                 |                   |
| 1305.  |  |  |                 |                   |
| 1306.  |  |  |                 |                   |
| 1307.  |  |  |                 |                   |
| 1400.  | <b>Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>   |  | <b>\$220.55</b> | <b>\$5,476.95</b> |

Items marked "POC" were paid outside the closing by: Borrower (POCB), Lender (POCL), Mortgage Broker (POCM), Other (POCO), Real Estate Agent (POCR), or Seller (POCS).

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

|  |  |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
|--|--|----------------------------------|-----------------------------|------------------------------|-------------------------|-------------------------|--|---|--|-------------------------|--|-------------------------|--|
| <b>AGENDA OF:</b> July 27, 2015  | <b>ITEM NO.:</b> Ordinance No. CUP 2015-08 |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
| <b>DATE SUBMITTED:</b> July 1, 2015  | <b>DEPT. OF ORIGIN:</b> Planning           |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
| <b>PREPARED BY:</b> Ian Clowes   | <b>PRESENTOR:</b> Lata Krishnarao          |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
| <b>REVIEWED BY:</b> Matt Buchanan  | <b>REVIEW DATE:</b> July 7, 2015           |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
| <p><b>SUBJECT: Ordinance No. CUP 2015-08</b> - An ordinance of the City Council of the City of Pearland, Texas, approving a <b>Conditional Use Permit (CUP) to allow for a Wireless Communications Tower</b>, Being Lot 9 in Block "P" of Allison Richey Gulf Coast Home Co. Survey and part of Suburban Gardens, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 3, Page 40 of the map records of Harris County, Texas, save and except the westerly ten feet (10') conveyed to the county of Harris for the widening of Hooper Road in instrument recorded in Volume 988, Page 715 of the deed records of Harris County, Texas. <b>(Located at 15115 Hooper Road, Pearland, TX)</b>, Conditional Use Permit Application No 2015-08, within the Spectrum - 3 (SP3) zoning district, at the request of Christine Lewis, authorized agent for Verizon Wireless, applicant; on behalf of Susie M. Lorange, owner; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.</p> |  |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
| <p><b>ATTACHMENTS:</b> Ordinance No. CUP 2015-08 and Exhibits (Exhibit A – Legal Description; Exhibit B – Location Map; Exhibit C - Legal Ad; Exhibit D- Planning and Zoning Commission Recommendation Letter; Exhibit E – Site Plan) Joint Public Hearing Packet (6.15.15)</p>  |  |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
| <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><b>EXPENDITURE REQUIRED:</b> N/A</td> <td style="width: 50%;"><b>AMOUNT BUDGETED:</b> N/A</td> </tr> <tr> <td><b>AMOUNT AVAILABLE:</b> N/A</td> <td><b>PROJECT NO.:</b> N/A</td> </tr> <tr> <td><b>ACCOUNT NO.:</b> N/A</td> <td></td> </tr> <tr> <td colspan="2" style="padding-top: 10px;"><b>ADDITIONAL APPROPRIATION REQUIRED:</b> N/A</td> </tr> <tr> <td colspan="2"><b>ACCOUNT NO.:</b> N/A</td> </tr> <tr> <td colspan="2"><b>PROJECT NO.:</b> N/A</td> </tr> </table>   |  | <b>EXPENDITURE REQUIRED:</b> N/A | <b>AMOUNT BUDGETED:</b> N/A | <b>AMOUNT AVAILABLE:</b> N/A | <b>PROJECT NO.:</b> N/A | <b>ACCOUNT NO.:</b> N/A |  | <b>ADDITIONAL APPROPRIATION REQUIRED:</b> N/A |  | <b>ACCOUNT NO.:</b> N/A |  | <b>PROJECT NO.:</b> N/A |  |
| <b>EXPENDITURE REQUIRED:</b> N/A   | <b>AMOUNT BUDGETED:</b> N/A                |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
| <b>AMOUNT AVAILABLE:</b> N/A   | <b>PROJECT NO.:</b> N/A                    |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
| <b>ACCOUNT NO.:</b> N/A  |  |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
| <b>ADDITIONAL APPROPRIATION REQUIRED:</b> N/A  |  |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
| <b>ACCOUNT NO.:</b> N/A  |  |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
| <b>PROJECT NO.:</b> N/A  |  |                                  |                             |                              |                         |                         |  |   |  |                         |  |                         |  |
| <p><b>To be completed by Department:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%; text-align: center;">Finance</td> <td style="width: 25%; text-align: center;">Legal</td> <td style="width: 25%; text-align: center;">Ordinance</td> <td style="width: 25%; text-align: center;">Resolution</td> </tr> </table>   |  | Finance                          | Legal                       | Ordinance                    | Resolution              |                         |  |   |  |                         |  |                         |  |
| Finance  | Legal                                      | Ordinance                        | Resolution                  |                              |                         |                         |  |   |  |                         |  |                         |  |

## **EXECUTIVE SUMMARY**

The applicant is requesting approval of a Conditional Use Permit (CUP) to allow for a new Cellular Telecommunications Tower located in the Spectrum District - 3: The Mixed Use-High Density Residential District (SP3) on an approximately 11.67 acre tract. The proposed cell tower site will encompass close to 3,600 square feet located east of Hooper Road, south of Fruge Road. The property is currently undeveloped. Verizon Wireless proposes to construct a 117-foot tall monopole tower and a pre-manufactured equipment cabinet skid with generator, antennas, and cabling. The proposed tower would occupy 60-foot by 60-foot area at the southwest corner tract. The proposed site is located within the 100-year floodplain.

### **Recommendation**

Staff recommends approval of the request to allow for a Cellular Telecommunications Tower on the 3,600 square foot site in the SP3 zoning district for the following reasons:

1. The proposed tower will address a coverage gap that currently exists within the area of the McHard Road and Kirby Drive intersection.
2. The applicant provided the specified additional information required to evaluate the appropriateness of the CUP request including an inventory of Verizon's existing towers, a site plan, a report from a structural engineer that documents the design and capacity of the tower, and documentation of the applicant's effort to co-locate on an existing wireless telecommunications tower. Construction of a new tower appears to be the best alternative for addressing the service needs of Verizon customers in this area.
3. The applicant has provided a letter of intent to lease excess space on the tower if structurally and technically feasible.
4. The proposed CUP for a Cellular Telecommunications Tower is compatible with other existing and proposed land uses within the surrounding area.
5. The proposed facility meets the specified conditions of a Cellular Telecommunications Tower as described in the Unified Development Code (UDC) and is in conformance with the Comprehensive Plan with an approved CUP.
6. The proposed Cellular Telecommunications Tower will not significantly impact surrounding properties.

### **Staff Recommended Conditions**

1. As a condition for approval, ground equipment shall be screened with a chain-link fence and landscaping.
2. The access drive to the facility shall be paved with either concrete or asphalt.

### **Public Notification**

Staff sent public notices, comment forms and a vicinity map to the applicant, the owner of the property and to property owners within 200 feet of the subject property under consideration for the CUP. Additionally, a legal notice of the public hearing was published in the local newspaper, and a notification sign was placed on the property by the applicant.

### **PLANNING AND ZONING COMMISSION DISCUSSION**

At the regular meeting of the Planning and Zoning Commission on June 15, 2015, P&Z Vice Chairperson Daniel Tunstall made a motion to recommend approval of the CUP request with staff's conditions. The motion was seconded by P&Z Commissioner Derrick Reed. The vote was 6-0 and the motion was approved. Commissioners Reed, Starr, Tunstall, McFadden, Fuertes, and Duncan all voted in favor of the requested CUP.

## **Ordinance No. CUP 2015-08**

An ordinance of the City Council of the City of Pearland, Texas, approving a **Conditional Use Permit (CUP) to allow for a Wireless Communications Tower**, Being Lot 9 in Block "P" of Allison Richey Gulf Coast Home Co. Survey and part of Suburban Gardens, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 3, Page 40 of the map records of Harris County, Texas, save and except the westerly ten feet (10') conveyed to the county of Harris for the widening of Hooper Road in instrument recorded in Volume 988, Page 715 of the deed records of Harris County, Texas. **(Located at 15115 Hooper Road, Pearland, TX)**, Conditional Use Permit Application No 2015-08, within the Spectrum -3 (SP3) zoning district, at the request of Christine Lewis, authorized agent for Verizon Wireless, applicant; on behalf of Susie M. Lorange, owner; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

**WHEREAS**, Christine Lewis, authorized agent for Verizon Wireless, applicant; on behalf of Susie M. Lorange, owner; is requesting approval of a Conditional Use Permit (CUP) to allow for a Wireless Communications Tower on approximately 11.67 acres of land on the following described property; said property being legally described in the legal description attached hereto and made a part hereof for all purposes as Exhibit "A," and more graphically depicted in the vicinity map attached hereto and made a part hereof for all purposes as Exhibit "B"; and

**WHEREAS**, on the 15th day of June 2015, a Joint Public Hearing was held before the Planning and Zoning Commission and the City Council of the City of Pearland, Texas, notice being given by publication in the official newspaper of the City, the affidavit of publication being attached hereto and made a part hereof for all purposes as Exhibit "C," said call and notice being in strict conformity with provisions of Section 1.2.2.2 of Ordinance No. 2000T; and

**WHEREAS**, on the 15th day of June 2015, the Planning and Zoning Commission submitted its report and recommendation to the City Council regarding the proposed

Conditional Use Permit to allow for a Wireless Communications Tower on approximately 11.67 acres of land, said recommendation attached hereto and made a part hereof for all purposes as Exhibit “D”; and

**WHEREAS**, upon receipt of the report from the Planning and Zoning Commission, City Council considered this application and the recommendation of the Planning and Zoning Commission at regular meetings on the 13th day of July 2015 and the 27th day of July 2015; and

**WHEREAS**, the City Council having fully heard the testimony and argument of all interested parties, and having been fully advised in the premises, finds that in the case of the application of Christine Lewis, authorized agent for Verizon Wireless, applicant; on behalf of Susie M. Lorance, owner; for approval of a Conditional Use Permit on approximately 11.67 acres of land to allow for a wireless Communications Tower; presented which, in the judgment of the City Council, would justify the approval of said application; now, therefore,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section I.** The following described property located within the corporate City Limits of the City of Pearland, Texas, and presently being located within the Spectrum – 3 (SP3) zoning district, is hereby granted a Conditional Use Permit to allow for the construction of a Wireless Communications Tower, subject to all requirements of the SP3 zoning district and the site plan attached hereto and made a part hereof for all purposes as Exhibit “E”, in accordance with all conditions and requirements of the current Unified Development Code and the following conditions approved by the City Council and incorporated for all purposes, such property being more particularly described as:

**Legal Description:** Being Lot 9 in Block “P” of Allison Richey Gulf Coast Home Co. Survey and part of Suburban Gardens, a subdivision in Harris County, Texas

according to the map or plat thereof recorded in Volume 3, Page 40 of the map records of Harris County, Texas, save and except the westerly ten feet (10') conveyed to the county of Harris for the widening of Hooper Road in instrument recorded in Volume 988, Page 715 of the deed records of Harris County, Texas.

**General Location:** 15115 Hooper Road, Pearland, TX

Conditions of Approval:

1. As a condition for approval, ground equipment shall be screened with a chain-link fence and landscaping.
2. The access drive to the facility shall be paved with either concrete or asphalt.

**Section II.** The City Council of the City of Pearland finds and determines that the recitations in the preamble hereof are true and that all necessary prerequisites of law have been accomplished and that no valid protest of the proposed change has been made. The City Council further finds and determines that there has been compliance with the mandates of law in the posting and presentation of this matter to the Planning and Zoning Commission for consideration and decision.

**Section III.** The City Council of the City of Pearland finds and determines that the amendment adopted herein promotes the health, safety, and general welfare of the public and is a proper valid exercise of the City's police powers.

**Section IV.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section V.** All rights and remedies, which have accrued in the favor of the City under this Ordinance and its amendments thereto, shall be and are preserved for the benefit of the City.

**Section VI.** This Ordinance shall become effective after its passage and approval on second and final reading.

PASSED, APPROVED, and ADOPTED on First Reading this 13th day of July,  
2015.

---

TOM REID  
MAYOR

ATTEST:

---

YOUNG LORFING, TRMC  
CITY SECRETARY

PASSED, APPROVED, and ADOPTED on Second and Final Reading this 27th  
day of July, 2015.

---

TOM REID  
MAYOR

ATTEST:

---

YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

---

DARRIN M. COKER  
CITY ATTORNEY

**Exhibit A**  
**Legal Description**

Being Lot 9 in Block "P" of Allison Richey Gulf Coast Home Co. Survey and part of Suburban Gardens, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 3, Page 40 of the map records of Harris County, Texas, save and except the westerly ten feet (10') conveyed to the county of Harris for the widening of Hooper Road in instrument recorded in Volume 988, Page 715 of the deed records of Harris County, Texas.

**Exhibit B  
Vicinity Map**



**Exhibit C  
Legal Ad**

**NOTICE OF A JOINT PUBLIC HEARING OF THE CITY COUNCIL  
AND  
THE PLANNING AND ZONING COMMISSION  
OF THE CITY OF PEARLAND, TEXAS**

**CONDITIONAL USE PERMIT APPLICATION NO: CUP 2015-08**

Notice is hereby given that on June 15, 2015 at 6:30 p.m., the City Council and Planning and Zoning Commission of the City of Pearland, in Brazoria, Harris and Fort Bend Counties, Texas, will conduct a joint public hearing in the Council Chambers of City Hall, located at 3519 Liberty Drive, Pearland, Texas, at the request of Christine Lewis, authorized agent for Verizon Wireless, applicant; on behalf of Susie M. Lorance, owner; for approval of a Conditional Use Permit (CUP) to allow for the construction of a Wireless Communications Tower in the Spectrum - 3 (S3) zoning district on approximately 11.67 acres of land, to wit:

Being Lot 9 in Block "P" of Allison Richey Gulf Coast Home Co. Survey and part of Suburban Gardens, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 3, Page 40 of the map records of Harris County, Texas, save and except the westerly ten feet (10') conveyed to the county of Harris for the widening of Hooper Road in instrument recorded in Volume 988, Page 715 of the deed records of Harris County, Texas.

General Location: 15115 Hooper Road, Pearland, TX

At said hearing, all interested parties shall have the right and opportunity to appear and be heard on the subject. For additional information, please contact the Planning Department at 281-652-1765.

Ian Clowes  
Interim City Planner

**Exhibit D**  
**Planning and Zoning Commission Recommendation Letter**



# Planning & Zoning Commission

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**Recommendation Letter**

June 16, 2015

Honorable Mayor and City Council Members  
3519 Liberty Drive  
Pearland, TX 77581

Re: Recommendation on CUP Application 2015-08

Honorable Mayor and City Council Members:

At their regular meeting on June 15, 2015, the Planning and Zoning Commission considered the following:

A request of Christine Lewis, authorized agent for Verizon Wireless, applicant; on behalf of Susie M. Lorance, owner; for approval of a Conditional Use Permit (CUP) to allow for the construction of a Wireless Communications Tower in the Spectrum - 3 (S3) zoning district on approximately 11.67 acres of land, to wit:

**Legal Description:** Being Lot 9 in Block "P" of Allison Richey Gulf Coast Home Co. Survey and part of Suburban Gardens, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 3, Page 40 of the map records of Harris County, Texas, save and except the westerly ten feet (10') conveyed to the county of Harris for the widening of Hooper Road in instrument recorded in Volume 988, Page 715 of the deed records of Harris County, Texas.

**General Location:** 15115 Hooper Road, Pearland, TX

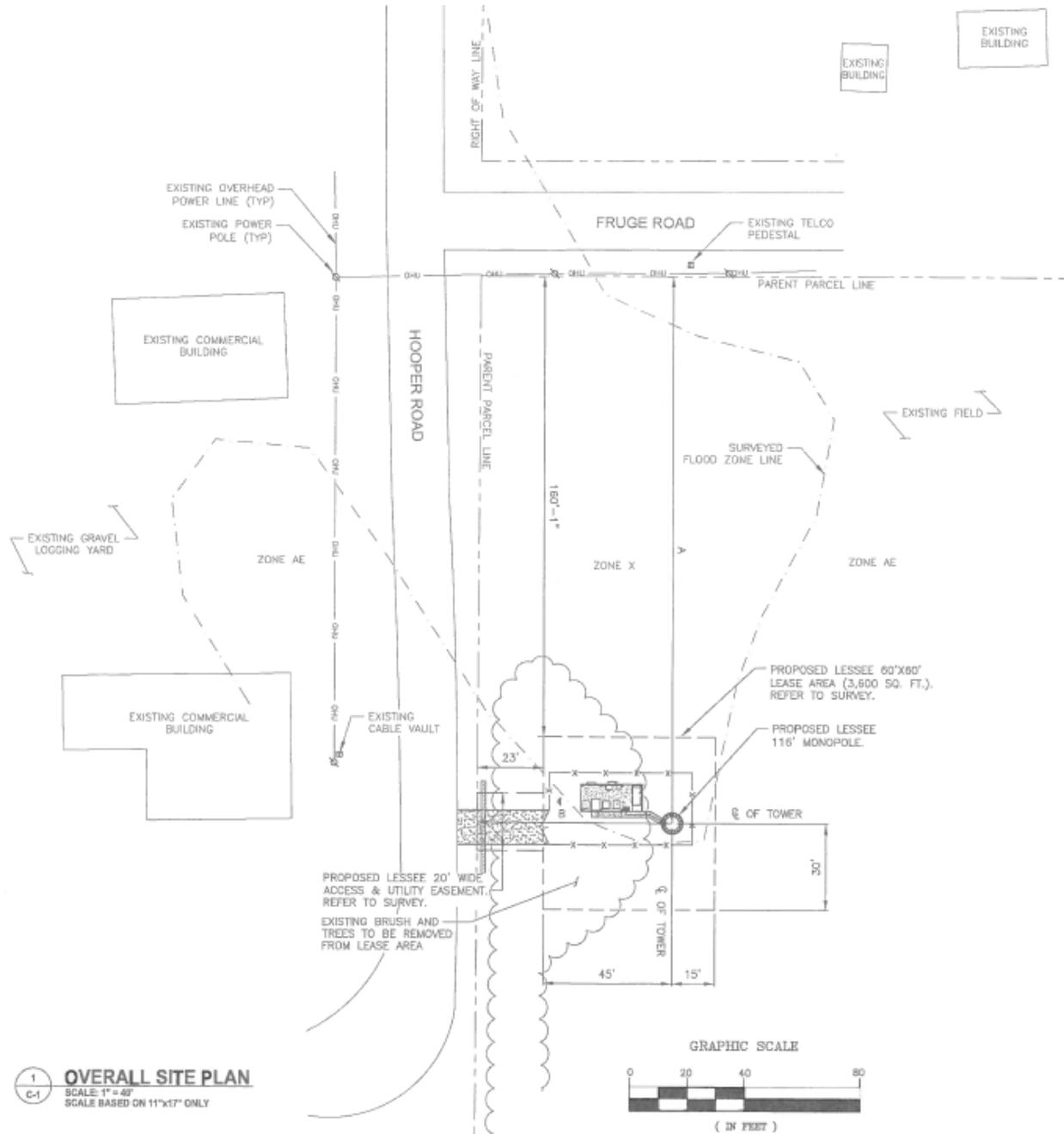
P&Z Vice Chairperson Daniel Tunstall made a motion to recommend approval of the CUP request with staff's conditions. The motion was seconded by P&Z Commissioner Derrick Reed. The vote was 6-0 and the motion was approved. Commissioners Reed, Starr, Tunstall, McFadden, Fuyentes, and Duncan all voted in favor of the requested CUP.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ian Clowes', is positioned above the typed name.

Ian Clowes  
Interim City Planner  
On behalf of the Planning and Zoning Commission

# Exhibit E Site Plan





**JOINT PUBLIC HEARING**  
THE CITY COUNCIL CITY AND THE PLANNING AND ZONING COMMISSION OF  
THE CITY OF PEARLAND, TEXAS,  
**MONDAY, JUNE 15, 2015 AT 6:30 P.M.**  
COUNCIL CHAMBERS - CITY HALL-3519 LIBERTY DRIVE

**I. CALL TO ORDER**

**II. PURPOSE OF HEARING**

**Conditional Use Permit Application No. 2015-08**

A request of Christine Lewis, authorized agent for Verizon Wireless, applicant; on behalf of Susie M. Lorance, owner; for approval of a Conditional Use Permit (CUP) to allow for the construction of a Wireless Communications Tower in the Spectrum - 3 (S3) zoning district on approximately 11.67 acres of land, to wit:

**Legal Description:** Being Lot 9 in Block "P" of Allison Richey Gulf Coast Home Co. Survey and part of Suburban Gardens, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 3, Page 40 of the map records of Harris County, Texas, save and except the westerly ten feet (10') conveyed to the county of Harris for the widening of Hooper Road in instrument recorded in Volume 988, Page 715 of the deed records of Harris County, Texas.

**General Location:** 15115 Hooper Road, Pearland, TX

**III. APPLICATION INFORMATION AND CASE SUMMARY**

- A. STAFF REPORT
- B. APPLICANT PRESENTATION
- C. STAFF WRAP UP

**IV. PERSONS WISHING TO SPEAK FOR OR AGAINST THE PROPOSED REQUEST**

**V. COUNCIL/PLANNING COMMISSION/STAFF DISCUSSION**

**VI. ADJOURNMENT**

**This site is accessible to disabled individuals. For special assistance, please call Young Lorfing, City Secretary, at 281-652-1655 prior to the meeting so that appropriate arrangements can be made.**



# Staff Report

To: City Council and Planning and Zoning Commission

From: Planning Department

Date: June 2, 2015

Re: Conditional Use Permit Application Number 2015-08

A request of Christine Lewis, authorized agent for Verizon Wireless, applicant; on behalf of Susie M. Lorance, owner; for approval of a Conditional Use Permit (CUP) to allow for the construction of a Wireless Communications Tower in the Spectrum - 3 (S3) zoning district on approximately 11.67 acres of land, located at 15115 Hooper Road, Pearland, TX.

## Summary of Request

The applicant is requesting approval of a Conditional Use Permit (CUP) to allow for a new Cellular Telecommunications Tower located in the Spectrum District S3: The Mixed Use-High Density Residential District (SP3), on an approximately 11.67 acre tract. The proposed cell tower site will encompass close to 3,600 square feet located east of Hooper Road, south of Fruge Road. The property is currently undeveloped. Verizon Wireless proposes to construct a 117-foot tall monopole tower and a pre-manufactured equipment cabinet skid with generator, antennas, and cabling. The proposed tower would occupy 60-foot by 60-foot area at the southwest corner tract. The proposed site is located within the 100-year floodplain.

## Recommendation

Staff recommends approval of the request to allow for a Cellular Telecommunications Tower on the 3,600 square foot site in the SP3 zoning district for the following reasons:

1. The proposed tower will address a coverage gap that currently exists within the area of the McHard Road and Kirby Drive intersection.
2. The applicant provided the specified additional information required to evaluate the appropriateness of the CUP request including an inventory of Verizon's

existing towers, a site plan, a report from a structural engineer that documents the design and capacity of the tower, and documentation of the applicant's effort to co-locate on an existing wireless telecommunications tower. Construction of a new tower appears to be the best alternative for addressing the service needs of Verizon customers in this area.

3. The applicant has provided a letter of intent to lease excess space on the tower if structurally and technically feasible.
4. The proposed facility meets the specified conditions of a Cellular Telecommunications Tower as described in the Unified Development Code (UDC) and is in conformance with the Comprehensive Plan with an approved CUP.

### **Staff Recommended Conditions**

1. As a condition for approval, screening shall meet the requirements of the UDC.
2. The access drive to the facility shall be paved with either concrete or asphalt.

### **Public Notification**

Staff sent public notices, comment forms and a vicinity map to the applicant, the owner of the property and to property owners within 200 feet of the subject property under consideration for the CUP. Additionally, a legal notice of the public hearing was published in the local newspaper, and a notification sign was placed on the property by the applicant.

### **Opposition to or Support of Proposed Request**

Staff has not received any returned notices in opposition to or in support of the proposed Conditional Use Permit request.

### **Site History**

The subject property is undeveloped. The property was annexed into the City of Pearland in 2005. The following table identifies surrounding uses and zoning districts.

|              | <b>Zoning</b>                                   | <b>Land Use</b>                                  |
|--------------|---|--|
| <b>North</b> | Mixed Use-High Density Residential (SP3)        | Undeveloped, Rural Residential across Fruge Road |
| <b>South</b> | Planned Unit Development (PUD)                  | Undeveloped                                      |
| <b>East</b>  | Mixed Use-High Density Residential (SP3)        | Undeveloped                                      |
| <b>West</b>  | Light Industrial and Science & Technology (SP4) | Pipe Processing or Storage Yard                  |

### **Conformance with the Thoroughfare Plan**

The subject property will have access via a 12-foot driveway within a 20-foot utility easement that connects to Hooper Road. The adjacent portion of Hooper Road is not included on the Thoroughfare Plan. However, Hooper Road north of Fruge Road is classified as a Major Collector Street – To Be Widened, and Fruge Road is also classified as a Major Collector Street – To Be Widened. Both streets require a total right-of-way of 80-feet.

### **Conformance with the Unified Development Code**

At the time of development, all requirements of the Unified Development Code will have been met or exceeded per the requirements of this CUP application. The following table summarizes the lot requirements within the zoning district. However, the subject property does not include the entire tract.

| <b>Spectrum District S3 (SP3) Area Regulations</b> |                 |                                |
|--|-----------------|--------------------------------|
| <b>Size of Lots</b>                                | <b>Required</b> | <b>Existing Lot Dimensions</b> |
| Minimum Lot Size                                   | 43,560 sf.      | 508,345 sf.                    |
| Minimum Lot Width                                  | 100 ft.         | 630 ft.                        |
| Minimum Lot Depth                                  | 200 ft.         | 808 ft.                        |

### **Platting Status**

The subject property is not platted. A plat will need to be approved by the city and recorded with Harris County prior to the release of any building permits.

### **Availability of Utilities**

According to GIS, the subject property does not have direct access to the City of Pearland sanitary sewer system or water distribution system. The proposed development is not anticipated to require these services at this time.

### **Impact on Existing and Future Development**

The proposed CUP will not significantly impact surrounding properties or developments. The property is surrounded by undeveloped and under-developed properties that are proposed for a visually cohesive district that allows for diverse land uses on the Future Land Use Plan. By locating the telecommunication tower at the edge of the tract, the remainder of the tract is preserved for development of a more comprehensively planned, mixed-use project in the future. The end users of the mixed-use, high density residential, commercial, and light industrial science and technology related uses within a business park or corporate campus as proposed for this area may benefit from the improved service that the cellular tower will provide. Appropriate screening of the equipment and a paved access drive will enhance aesthetic standards and help mitigate incompatibility with future development projects.

### **Additional Comments**

The City's Development Review Committee (DRC) has reviewed the request, and there were no additional comments from other departments at the time of this report.

### **Exhibits**

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Notification Map

5. Notification List
6. Applicant Packet



# Exhibit 1

**AERIAL MAP**

**CUP 2015-08**

**15115 Hooper Rd.**



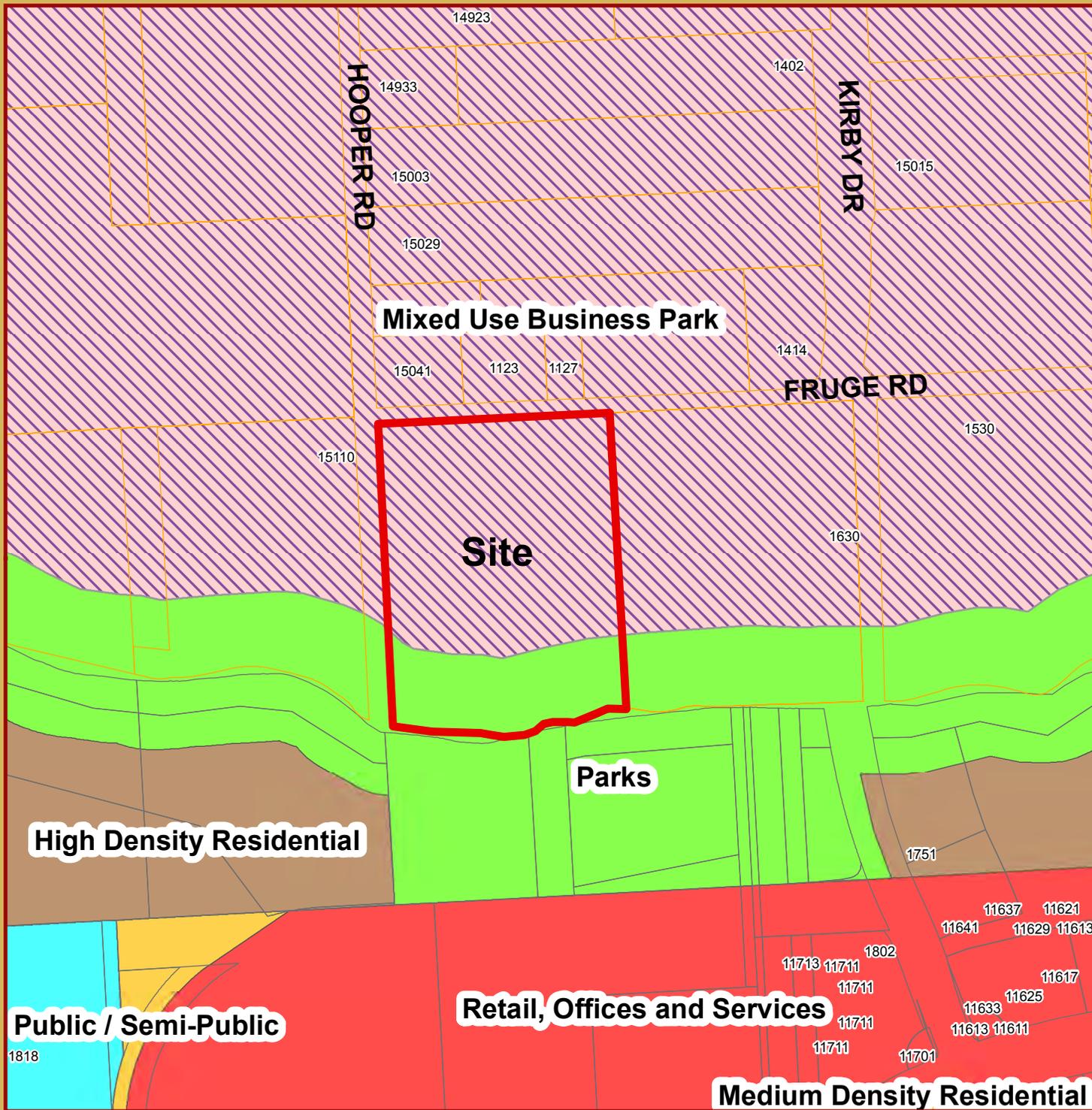
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

1 inch = 386 feet

JUNE 2015  
PLANNING DEPARTMENT







# Exhibit 3

**FLUP MAP**

**CUP 2015-08**

**15115 Hooper Rd.**

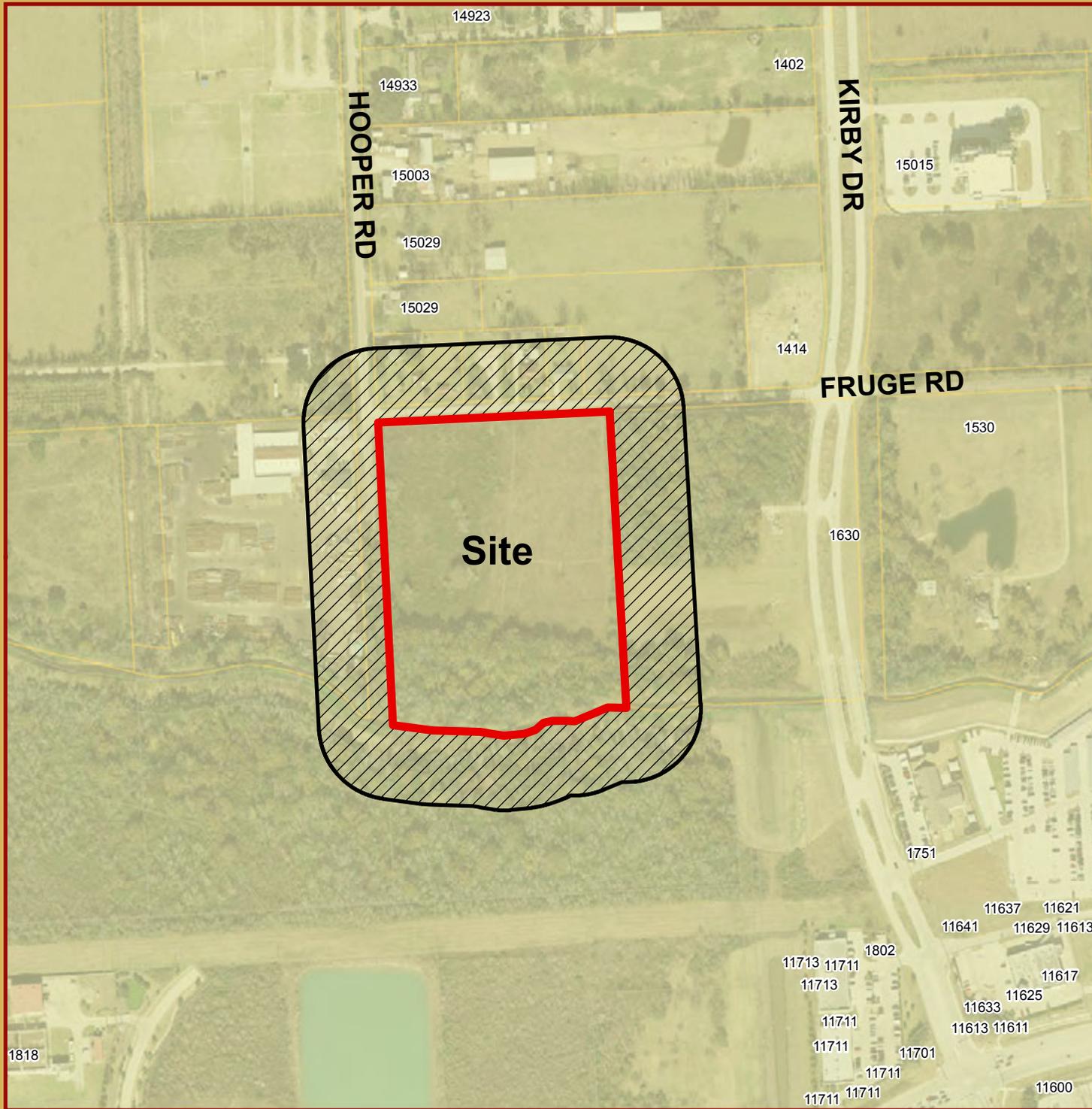


This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

1 inch = 386 feet

JUNE 2015  
PLANNING DEPARTMENT





# Exhibit 4

## NOTIFICATION MAP

CUP 2015-08

15115 Hooper Rd.



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1 inch = 386 feet

JUNE 2015  
PLANNING DEPARTMENT



**Exhibit 5****CUP 2015-08** Cell tower at 15115 Hooper Rd.

| <b>Owner</b>                  | <b>Address</b>              | <b>City</b> | <b>State</b> |
|-------------------------------|-----------------------------|-------------|--------------|
| BETTY M MARTINI BY-PASS TRUST | 1306 E ANDERSON RD          | HOUSTON     | TX           |
| BOCKEL EARL                   | 15041 HOOPER RD             | HOUSTON     | TX           |
| BOCKEL EVELYNN                | 15029 HOOPER RD             | HOUSTON     | TX           |
| BOCKEL JAMES R                | 1127 FRUGE RD               | HOUSTON     | TX           |
| LORANCE SUSIE M               | 2618 S PEACH HOLLOW CIR     | PEARLAND    | TX           |
| MARTINI R H                   | 1303 E ANDERSON RD          | HOUSTON     | TX           |
| MAYOR JAMES                   | 2006 ELM CRST               | SAN ANTONIO | TX           |
| MAYOR RICHARD                 | 2121 KIRBY DR UNIT 13NW     | HOUSTON     | TX           |
| MAYOR THOMAS                  | 5555 DEL MONTE DR UNIT 1306 | HOUSTON     | TX           |
| RAY & RAYMOND HOLDINGS LLC    | 15110 HOOPER RD             | HOUSTON     | TX           |
| TRUSTY BELINDA KAY BOCKEL     | 1123 FRUGE RD               | HOUSTON     | TX           |
| CHRISTINE LEWIS               | 3511 PINEMONT A6            | HOUSTON     | TX           |

**Zip**

77047-5226

77047-7320

77047-7320

77047-7303

77584-2091

77047-5225

78230-2714

77019-6070

77056-4184

77047-7321

77047-7303

77018



# City of Pearland Planning Department Universal Application

City of Pearland  
Community Development  
3523 Liberty Drive  
(Community Center)  
Pearland, Texas 77581  
281.652.1768  
281.652.1702 (fax)  
pearlandtx.gov

Please complete each field - incomplete applications will **not** be accepted.  
Include the applicable checklist for each project type with this application.  
Refer to the schedule on the City's website and/or within the Planning Department  
for deadlines and anticipated meeting dates for each project type.

### TYPE OF APPLICATION:

- |   |  |
|---|--|
| <input type="checkbox"/> Zoning Change                | <input type="checkbox"/> ZBA Variance                      |
| <input type="checkbox"/> Cluster Development Plan     | <input type="checkbox"/> P&Z Variance                      |
| <input type="checkbox"/> Planned Development Workshop | <input type="checkbox"/> Special Exception                 |
| <input type="checkbox"/> Plat (list type): _____      | <input checked="" type="checkbox"/> Conditional Use Permit |

### PROJECT INFORMATION:

- Residential       Commercial       Property Platted       Property Not Platted

Project Name: 297774 MCHARD Tax ID: 0440520000020

Project Address/Location: 15115 1/2 HOOPER RD

Subdivision: Block P Allison Richey No. of Lots: 9 Total Acres: \_\_\_\_\_

Brief Description of Project: Installation of a new 117' monopole, Fibrebond pre-fab equip cabinet skid w/generator

**\*\*When a completed application packet has been accepted and reviewed, additional information may be required by staff as a result of the review, therefore it may be necessary to postpone the proposed project and remove it from the scheduled agenda and place it on a future agenda according to Section 1.2.1.2 of the Unified Development Code.\*\***

### PROPERTY OWNER INFORMATION:

### APPLICANT/AGENT INFORMATION: Verizon wire

|  |  |
|--|--|
| Name: <u>Susie M Lorange</u>                             | Name: <u>Christine Lewis, Agent</u>  |
| Address: <u>2618 S Peach Hollow</u>                      | Address: <u>3511 Pinemont Dr. AL6</u>                                      |
| City: <u>Pearland</u> State: <u>TX</u> Zip: <u>77584</u> | City: <u>Houston</u> State: <u>TX</u> Zip: <u>77018</u>                    |
| Phone: <u>713-436-8876</u>                               | Phone: <u>713-254-6979</u>   |
| Fax: _____   | Fax: _____   |
| Email Address: <u>melba@lorance.com</u>                  | Email Address: <u>clewis@vinculumms.com</u><br><u>clewis@vinculumms.co</u> |

\*Property owner must be the current owner of the property at the time of submittal of the application, and not the party that has the property under contract.  
As owner and applicant, I hereby request approval of the above described request as provided for by the Unified Development Code of the City of Pearland.

Owner's Signature: Susie M. Lorange Date: 5-6-15

Agent's/  
Applicant's Signature: Christine Lewis Date: 5/4/15

### OFFICE USE ONLY:

|                                       |                           |                           |                                    |
|---------------------------------------|---------------------------|---------------------------|------------------------------------|
| FEES PAID: <u>\$250.<sup>00</sup></u> | DATE PAID: <u>5/12/15</u> | RECEIVED BY: <u>Vince</u> | RECEIPT NUMBER: <u>225226</u>      |
|                                       |                           |                           | APPLICATION NUMBER: <u>2015-08</u> |

CITY OF PEARLAND  
\*\*\* CUSTOMER RECEIPT \*\*\*  
Oper: BDEROSA Type: OC Drawer: 1  
Date: 5/12/15 02 Receipt no: 225226

| Description             | Quantity | Amount   |
|-------------------------|----------|----------|
| BA BOARD OF ADJUSTMENTS | 1.00     | \$250.00 |
| Trans number:           |          | 4845176  |

VERIZON -15115 1/5 HOOPER RD

| Tender detail  |       |          |
|----------------|-------|----------|
| CK CHECK       | 14785 | \$250.00 |
| Total tendered |       | \$250.00 |
| Total payment  |       | \$250.00 |

Trans date: 5/11/15 Time: 17:05:10

**ZONE CHANGE/ VARIANCE/ PLAT/ RECORDATION**

(circle one)  
\$250.  BA or  PF or  FE

Description: Input who the check is from

**COMMENTS/DESCRIPTION (F10):**

Location or  
Address 15115 1/5 Hooper Rd.

Applicant Verizon

Owner Susie M. Lorange



Verizon Wireless  
14123 Cicero Rd.  
Houston, TX 77095  
Phone 713 507-1908

May 8, 2015

Ian Clowes  
Interim Director of Planning  
City of Pearland  
3519 Liberty Drive  
Pearland, TX 77581

Dear Mr. Clowes:

This is to certify to you that Christine Lewis, Real Estate Specialist for Vinculum Services Inc., is an authorized agent and representative for Verizon Wireless, Houston/Gulf Coast Region, and is authorized to sign all documents submitted by Verizon Wireless to the Department of Community Development at the City of Pearland, in Pearland, TX.

Sincerely,

A handwritten signature in black ink that reads "Angie Hatcher".

**Angie Hatcher**  
Verizon Wireless  
Engineer III Specialist – RE/Regulatory  
Network Real Estate  
14123 Cicero Rd.  
Houston, TX. 77095  
Direct: 713-507-1955



**LETTER OF AUTHORIZATION**

I, Susie M. Lorange, hereby authorize Vinculums Services, Inc. and their employees, agents and contractors, to act as *Authorized Agent* to arrange meetings, file all entitlement, land use and building permit applications necessary to establish the proposed Verizon Wireless installation to be located on the property. It is agreed that the proposed installation's entitlements, land use and/or building permit applications will be submitted to the City of Pearland.

It is agreed that this Letter of Authorization is not the binding agreement among Susie M. Lorange and Verizon Wireless, and a contract has been completed among the parties and their representatives.

Signature: Susie M Lorange

Name: SUSIE M. LORANCE

Title: OWNER

Date: 5-6-2015

Tel #: 713-436-8876



**VERIZON WIRELESS LETTER OF INTENT**

**PROJECT NAME: 297774 MCHARD**

**TAX ID: 0440520000020**

Verizon Wireless is seeking the approval for a Conditional Use Permit to allow the construction of a new wireless telecommunication tower. Verizon has leased a 60' X 60' (3600 Sq. Ft.) area in the SW corner of lot 60 ½, Lot 9 Block P, Allison Richey Gulf Coast Home Company's part of Suburban Gardens (at the corner of Fruge and Hooper), for the purpose of installing a 117' monopole, a pre-manufactured equipment cabinet skid with generator, antennas and cabling.

This site is an undeveloped, partially wooded parcel that is zoned SP3; Mixed use Business Park, and located in the 100 Year Floodplain; see Elevation Certificate.

The proposed new tower will provide much needed coverage in the area of the intersection at McHard and Kirby; see coverage comparison maps.

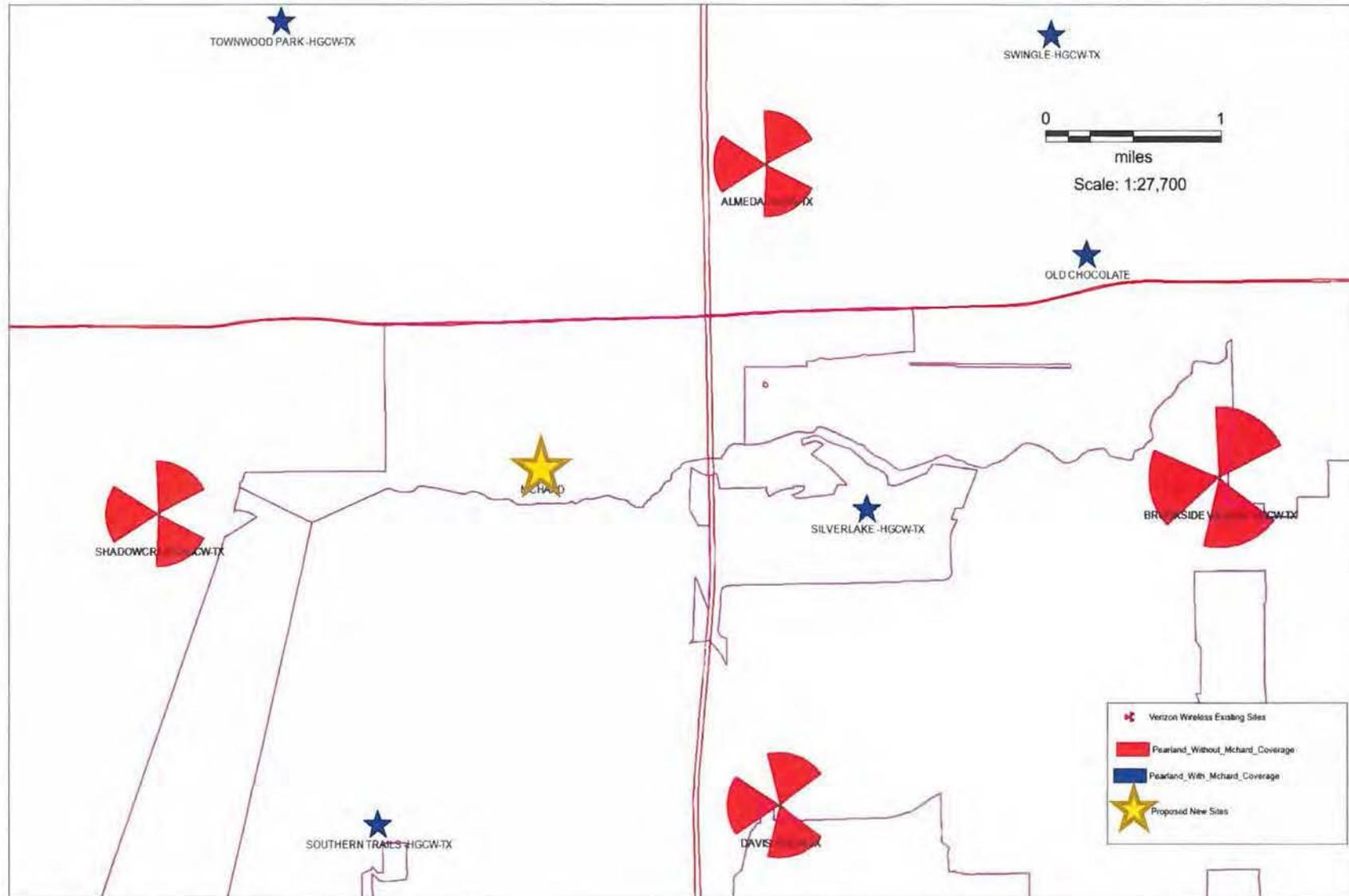
- From Pearland's existing coverage (without the new site McHard), it is easy to see that there are coverage holes in the area of intersection of McHard and Kirby. Most likely the customers in that area will experience less than desired services.
- From the Pre\_Post comparison plots, we can see that McHard's coverage will fill the coverage hole in the area mentioned above; hence customers in the area can expect much better services.

This site is not irrigated and no water is available. A waiver from any vegetative landscape requirement is requested.

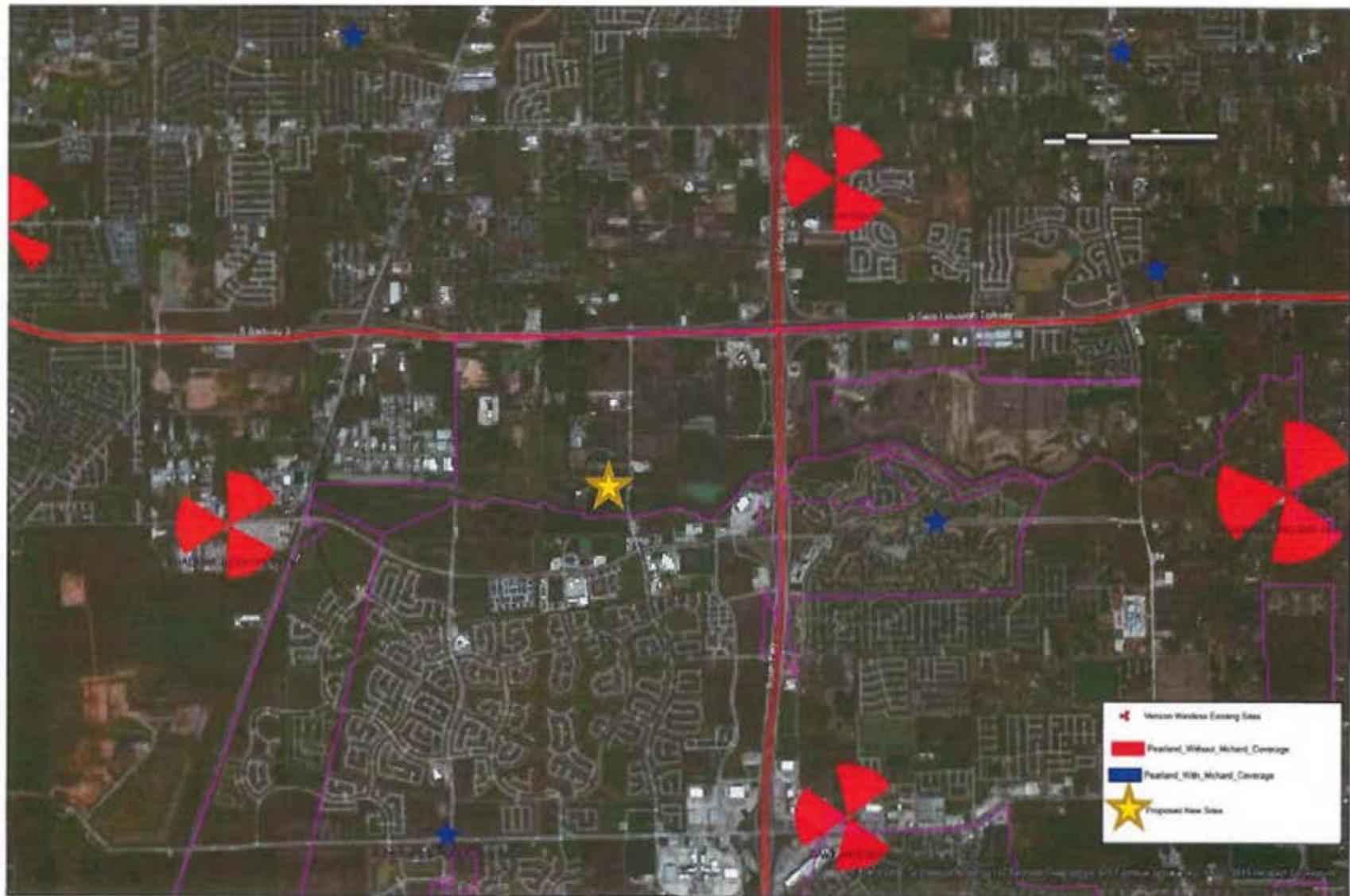
x *Christine Lewis*

**Christine Lewis, Agent**  
Real Estate Specialist  
Vinculum Services, Inc.  
3511 Pinemont Dr., #A6  
Houston, TX 77018  
Cell (713) 254-6979  
[clewis@vinculum.com](mailto:clewis@vinculum.com)

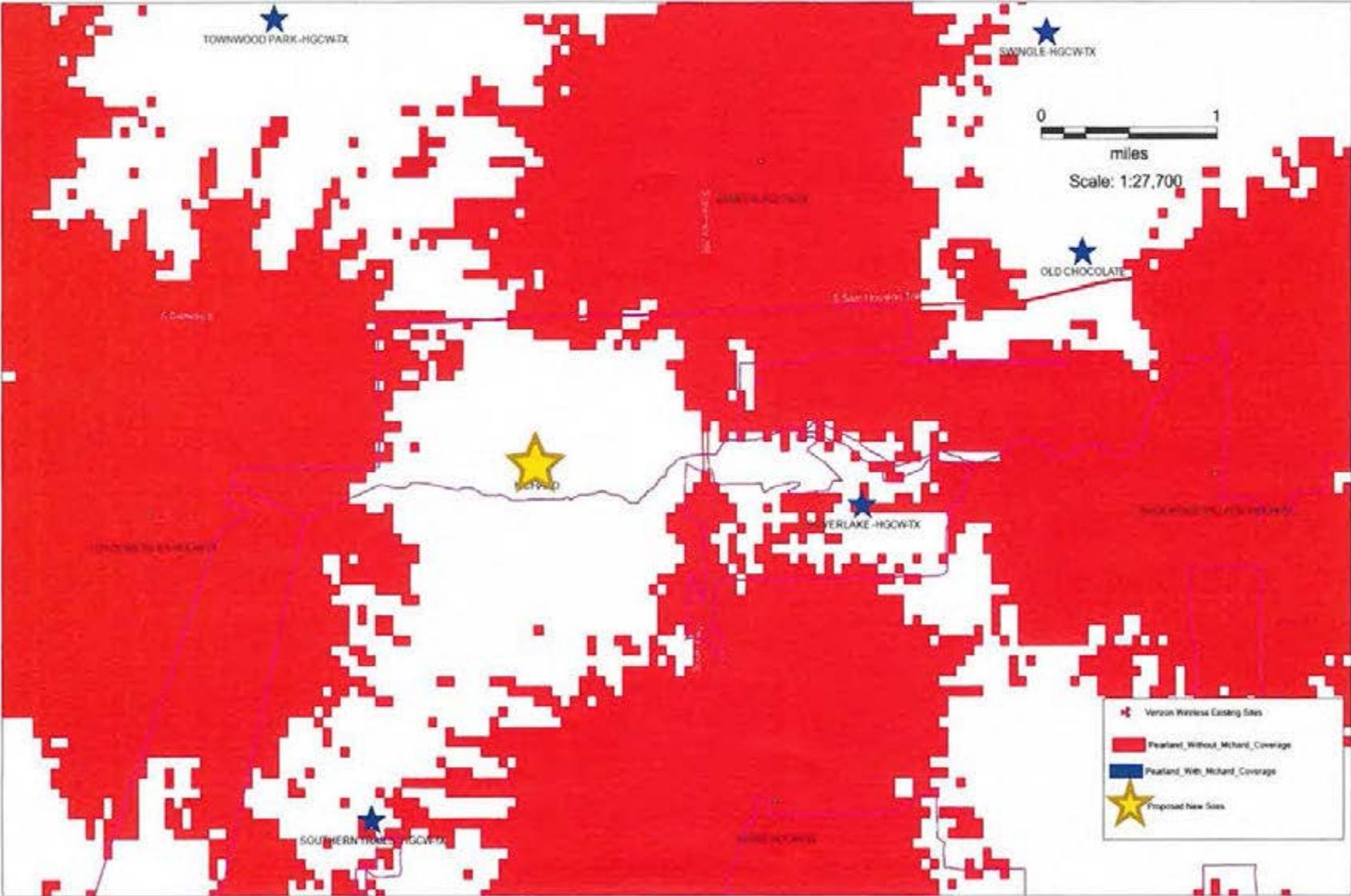
# Mchard site surrounding area



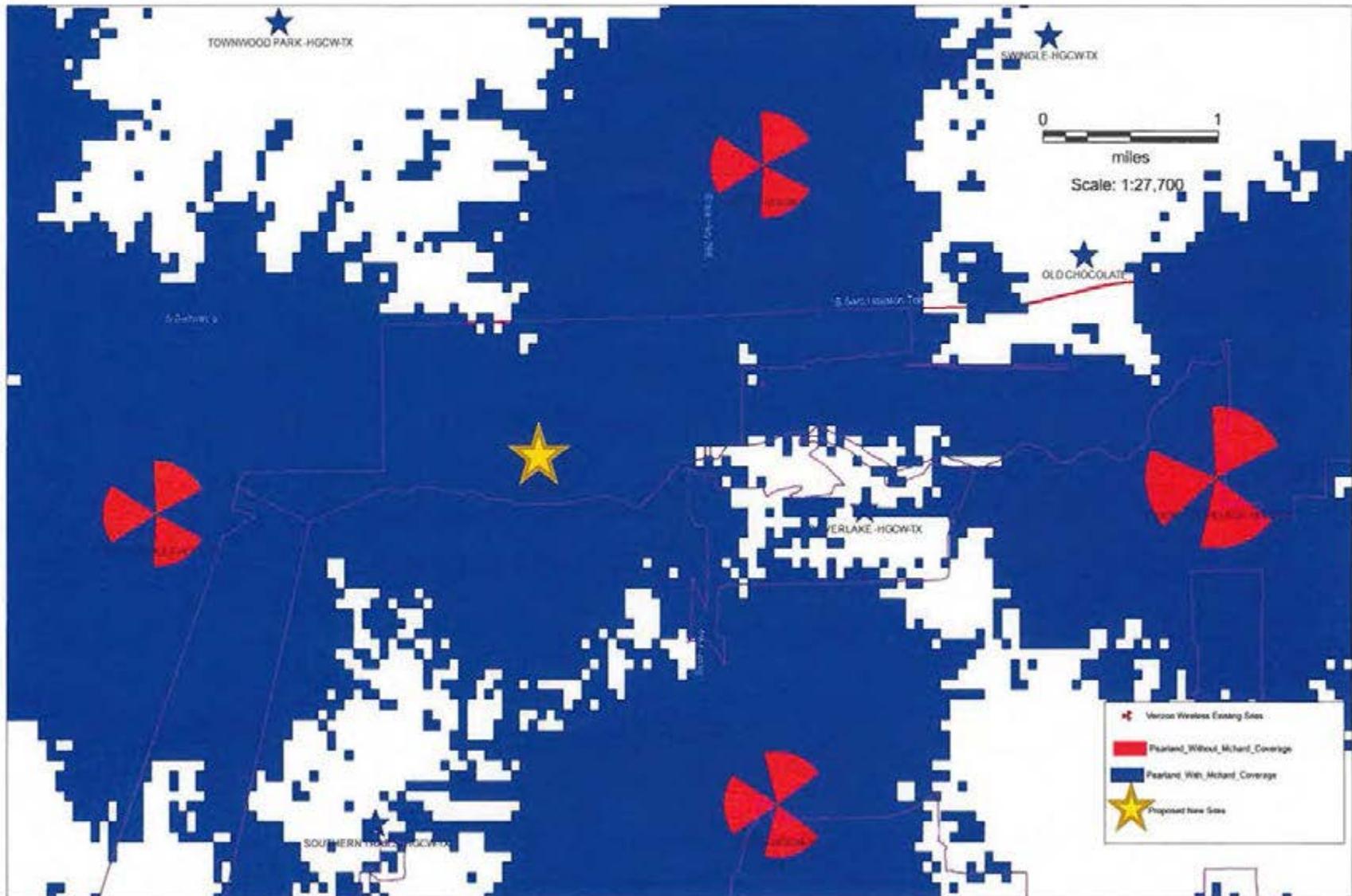
## Mchard site surrounding area with street image



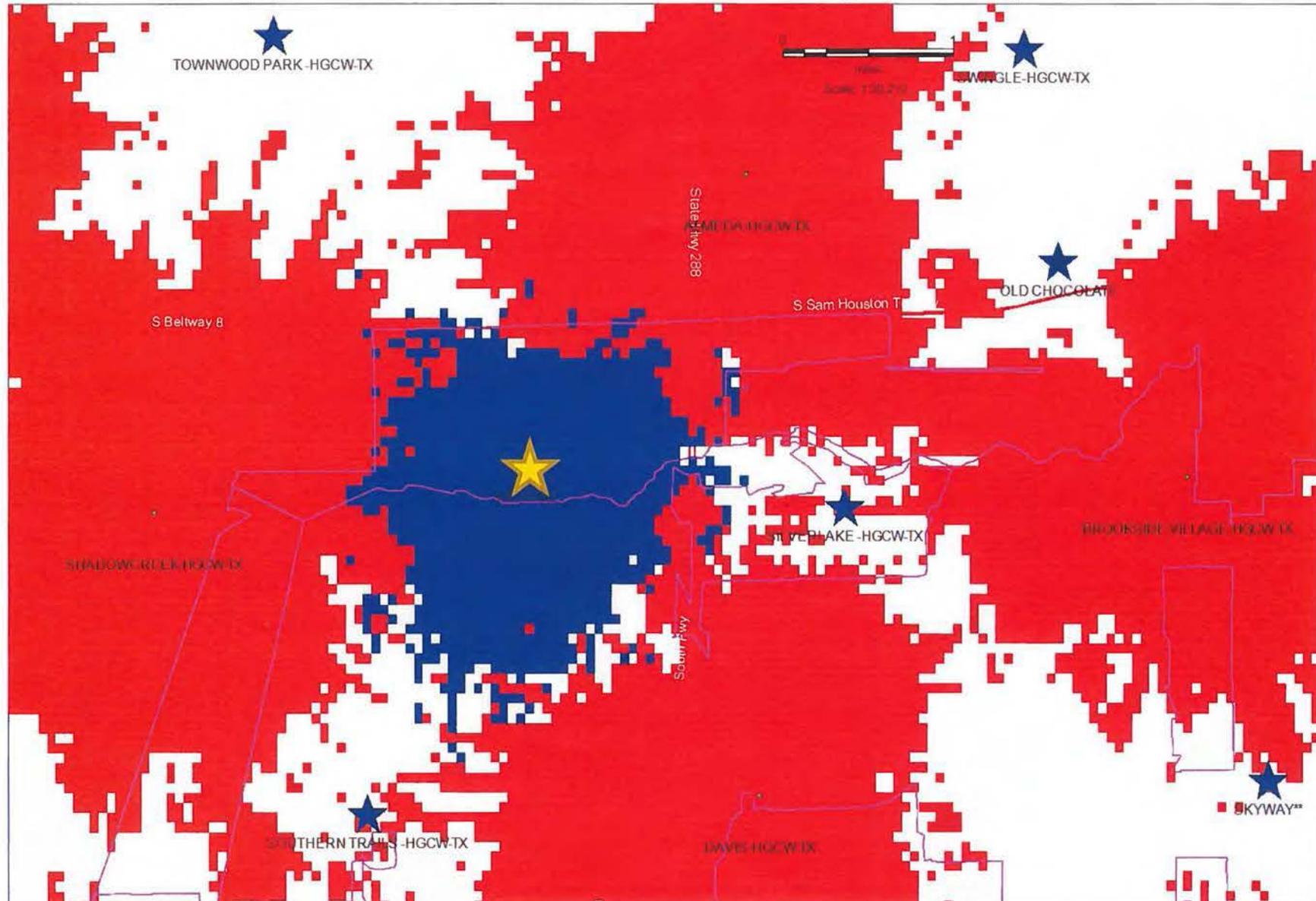
# Mchard area coverage without site Mchard



# Mchard area coverage with site Mchard



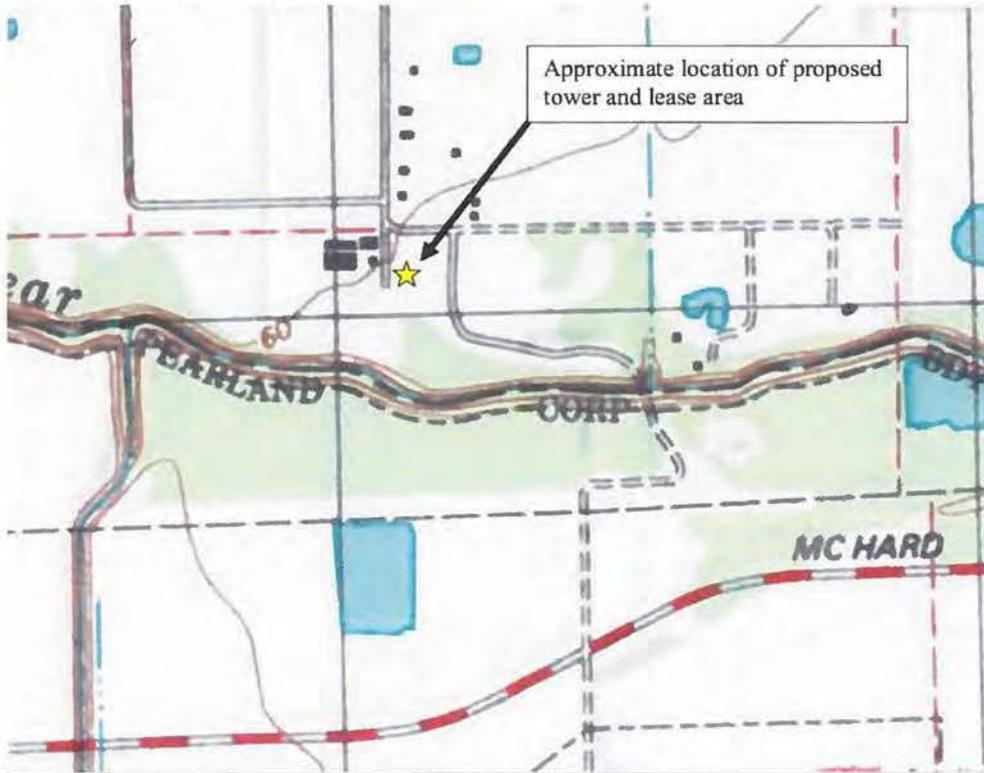
# Pre\_Post Site Mchard Coverage Comparison



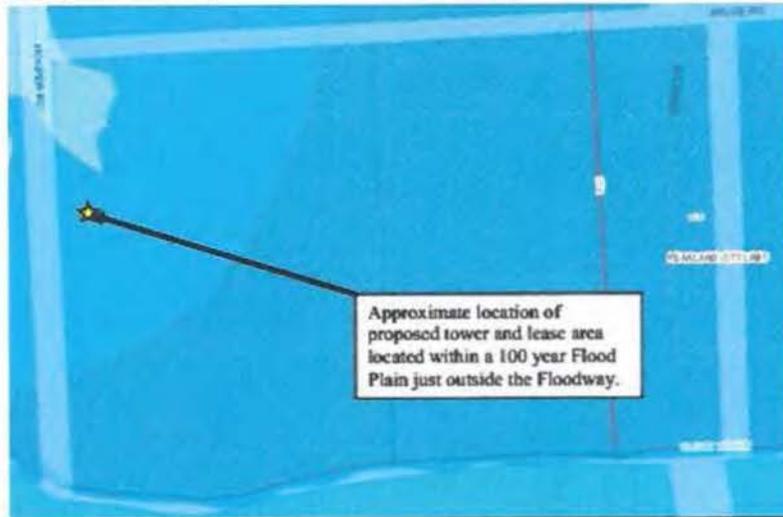
**Street Map with Site Marked:**



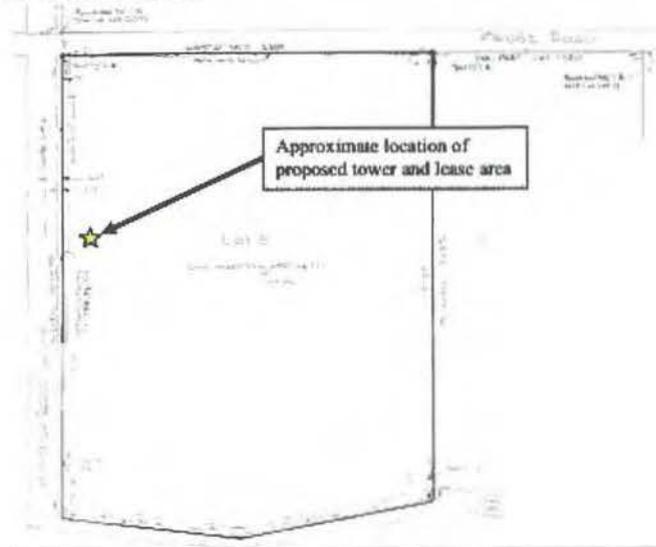
**Topographical Map with Site Marked:**



**100 Year Flood Plain Map:**



**Existing Survey/Plat of Property:**



## VZW existing site list in Pearland

| Cell Name                 | Cell Number | Longitude Degrees (NAD83) | Latitude Degrees (NAD83) | Structure Type         | Support Structure Ht (feet) | Overall Structure Ht (feet) |
|---------------------------|-------------|---------------------------|--------------------------|------------------------|-----------------------------|-----------------------------|
| PEARLAND-HGCW-TX          | 686         | -95.299542                | 29.502767                | Monopole               | 170                         | 176                         |
| SHADOWCREEK-HGCW-TX       | 17          | -95.438786                | 29.581153                | Monopole               | 119.8                       | 129.5                       |
| BEAMER-HGCW-TX            | 602         | -95.237619                | 29.571236                | Utility Pole/Tower     | 108                         | 108                         |
| FRIENDSWOOD-HGCW-TX       | 616         | -95.199717                | 29.529733                | Self Support Tower     | 170                         | 178                         |
| DAVIS-HGCW-TX             | 623         | -95.37975                 | 29.55725                 | Self-support Structure | 190                         | 195                         |
| GARRY-HGCW-TX             | 643         | -95.247856                | 29.599781                | Utility Pole/Tower     | 100                         | 105                         |
| ALMEDA-HGCW-TX            | 663         | -95.38105                 | 29.609675                | Self Support Tower     | 150                         | 165                         |
| BROOKSIDE VILLAGE-HGCW-TX | 664         | -95.338014                | 29.584142                | Monopole               | 151                         | 161                         |
| HOBBY-HGCW-TX             | 665         | -95.275767                | 29.611897                | Self-support Structure | 110                         | 120                         |
| WEST FUQUA-HGCW-TX        | 676         | -95.460483                | 29.605633                | Monopole               | 121                         | 126                         |
| ARCOLA-HGCW-TX            | 689         | -95.474942                | 29.477181                | Self Support Tower     | 150                         | 158                         |
| FM518-HGCW-TX             | 690         | -95.288364                | 29.558525                | Self Support Tower     | 180                         | 193                         |
| ARCOLA_II-HGCW-TX         | 691         | -95.416883                | 29.529122                | Self Support Tower     | 180                         | 185                         |
| DIXIE-HGCW-TX             | 705         | -95.236111                | 29.532444                | Monopole               | 150                         | 155                         |
| SOUTH FORK-HGCW-TX        | 713         | -95.336819                | 29.531238                | Monopole               | 160                         | 165                         |
| FRESNO-HGCW-TX            | 734         | -95.457194                | 29.513456                | Monopole               | 140                         | 150                         |

MIKE SULLIVAN  
 TAX ASSESSOR-COLLECTOR  
 P.O. BOX 3547  
 HOUSTON, TEXAS 77253-3547  
 TEL: 713-274-8000



2014 Property Tax Statement  
 Web Statement

|                 |                  |
|-----------------|------------------|
| Statement Date: | May 8, 2015      |
| Account Number  | 044-052-000-0020 |



LORANCE SUSIE M  
 2618 S PEACH HOLLOW CIR  
 PEARLAND TX 77584-2091

| Taxing Jurisdiction              | Exemptions | Taxable Value | Rate per \$100 | Taxes   |
|----------------------------------|------------|---------------|----------------|---------|
| Houston ISD                      | 0          | 1,097         | 1.196700       | \$13.13 |
| Harris County                    | 0          | 1,097         | 0.417310       | \$4.58  |
| Harris County Flood Control Dist | 0          | 1,097         | 0.027360       | \$0.30  |
| Port of Houston Authority        | 0          | 1,097         | 0.015310       | \$0.17  |
| Harris County Hospital District  | 0          | 1,097         | 0.170000       | \$1.86  |
| Harris County Dept. of Education | 0          | 1,097         | 0.005999       | \$0.07  |
| Houston Community College System | 0          | 1,097         | 0.106890       | \$1.17  |

| Property Description   |        |
|--|--------|
| FRUGE ST 77047<br>TR 9 ALLISON RICHEY GULF COAST<br>HOMES SEC P ABST 626 O PITTS 11.6700<br>AC |        |
| Appraised Values   |        |
| Land - Market Value  | 76,251 |
| Impr - Market Value  | 0      |
| Total Market Value   | 76,251 |
| Less Capped Mkt Value  | 0      |
| Appraised Value  | 76,251 |
| Exemptions/Deferrals   |        |
| Farm Productivity  |        |

Page: 1 of 1

|   |               |
|---|---------------|
| Total 2014 Taxes Due By January 31, 2015:     | \$21.28       |
| Payments Applied To 2014 Taxes                | \$21.28       |
| Total Current Taxes Due (Including Penalties) | \$0.00        |
| Prior Year(s) Delinquent Taxes Due (If Any)   | \$0.00        |
| <b>Total Amount Due For May 2015</b>          | <b>\$0.00</b> |



| Penalties for Paying Late | Rate | Current Taxes | Delinquent Taxes | Total  |
|---------------------------|------|---------------|------------------|--------|
| By February 28, 2015      | 7%   | \$0.00        | \$0.00           | \$0.00 |
| By March 31, 2015         | 9%   | \$0.00        | \$0.00           | \$0.00 |
| By April 30, 2015         | 11%  | \$0.00        | \$0.00           | \$0.00 |
| By May 31, 2015           | 13%  | \$0.00        | \$0.00           | \$0.00 |
| By June 30, 2015          | 15%  | \$0.00        | \$0.00           | \$0.00 |

Tax Bill Increase (Decrease) from 2009 to 2014: Appraised Value -44%, Taxable Value -4%, Tax Rate 3%, Tax Bill -1%.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.



PAYMENT COUPON

LORANCE SUSIE M  
 2618 S PEACH HOLLOW CIR  
 PEARLAND TX 77584-2091

Make check payable to:

MIKE SULLIVAN  
 TAX ASSESSOR-COLLECTOR  
 P.O. BOX 4622  
 HOUSTON, TEXAS 77210-4622

|                 |                  |
|-----------------|------------------|
| Account Number  | 044-052-000-0020 |
| Amount Enclosed | \$ _____         |

Web Statement - Date Printed: 05-08-2015

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

Scan the QR code to pay online or visit [www.hctax.net](http://www.hctax.net)



04405200000203 2014 000000000 000000000 000000000 000000000

**ELEVATION CERTIFICATE**

Form No. 1000-0000  
Expires July 31, 2015

Important: Follow the instructions on pages 1-9.

**SECTION A - PROPERTY INFORMATION**

|  |  |   |
|--|--|---|
| A1. Building Owner's Name <u>VERIZON</u>   |  | For Insurance Company Use:  |
| A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.<br><u>15115 HOOPER RD 1/5</u>  |  | Policy Number   |
| City <u>PEARLAND</u> State <u>TX</u> ZIP Code <u>77584</u>   |  | Company NAIC Number   |
| A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)<br><u>PROPOSED VERIZON EQUIPMENT AT PROPOSED TOWER ON HARRIS COUNTY PARCEL: 0440520000020</u> |  |   |
| A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) <u>NON-RESIDENTIAL</u>  |  |   |
| A5. Latitude/Longitude; Lat <u>N29° 35' 01.10"</u> Long. <u>W95° 24' 15.83"</u>  |  | Horizontal Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983                |
| A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.  |  |   |
| A7. Building Diagram Number <u>5</u>   |  |   |
| A8. For a building with a crawl space or enclosure(s), provide   |  | A9. For a building with an attached garage, provide:  |
| a) Square footage of crawl space or enclosure(s) <u>N/A</u> sq ft  |  | a) Square footage of attached garage <u>N/A</u> sq ft   |
| b) No. of permanent flood openings in the crawl space or enclosure(s) walls within 1.0 foot above adjacent grade <u>N/A</u>  |  | b) No. of permanent flood openings in the attached garage walls within 1.0 foot above adjacent grade <u>N/A</u> |
| c) Total net area of flood openings in A8.b <u>N/A</u> sq in   |  | c) Total net area of flood openings in A9.b <u>N/A</u> sq in  |
| d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |  | d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No               |

**SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION**

|  |                        |  |  |  |   |
|--|------------------------|--|--|--|---|
| B1. NFIP Community Name & Community Number<br><u>HARRIS COUNTY UNINCORPORATED AREAS 480287</u>   |                        | B2. County Name<br><u>HARRIS</u>         |  | B3. State<br><u>TX</u>                   |   |
| B4. Map/Panel Number<br><u>48201C1010</u>  | B5. Suffix<br><u>L</u> | B6. FIRM Index Date<br><u>06/18/2007</u> | B7. FIRM Panel Effective/Revised Date<br><u>06/18/2007</u> | B8. Flood Zone(s)<br><u>AE,X(SHADED)</u> | B9. Base Flood Elevation(s) (Zone AO, use base flood depth)<br><u>57.3'</u> |
| B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9.<br><input type="checkbox"/> FIS Profile <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other (Describe) _____ |                        |  |  |  |   |
| B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other (Describe) _____  |                        |  |  |  |   |
| B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Designation Date _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA             |                        |  |  |  |   |

**SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)**

C1. Building elevations are based on:  Construction Drawings\*  Building Under Construction\*  Finished Construction  
\*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete Items C2.a-h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.  
Benchmark Utilized NGS PID DF8773 Vertical Datum NAVD 1988  
Indicate elevation datum used for the elevations in items a) through h) below.  NGVD 1929  NAVD 1988  Other/Source: \_\_\_\_\_  
Datum used for building elevations must be the same as that used for BFE.

Check the measurement used.

|   |             |  |  |
|---|-------------|--|--|
| a) Top of bottom floor (including basement, crawl space, or enclosure floor)                                  | <u>58.6</u> | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters (Puerto Rico only) |
| b) Top of the next higher floor   | <u>N/A</u>  | <input type="checkbox"/> feet            | <input type="checkbox"/> meters (Puerto Rico only) |
| c) Bottom of the lowest horizontal structural member (V Zones only)   | <u>N/A</u>  | <input type="checkbox"/> feet            | <input type="checkbox"/> meters (Puerto Rico only) |
| d) Attached garage (top of slab)  | <u>N/A</u>  | <input type="checkbox"/> feet            | <input type="checkbox"/> meters (Puerto Rico only) |
| e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment in Comments) | <u>N/A</u>  | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters (Puerto Rico only) |
| f) Lowest adjacent (finished) grade (LAG)   | <u>56.6</u> | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters (Puerto Rico only) |
| g) Highest adjacent (finished) grade (HAG)  | <u>56.6</u> | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters (Puerto Rico only) |
| h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support                  | <u>N/A</u>  | <input type="checkbox"/> feet            | <input type="checkbox"/> meters (Puerto Rico only) |

**SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION**

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.  
 Check here if comments are provided on back of form. Were latitude and longitude in Section A provided by a licensed land surveyor?  Yes  No

Certifier's Name WILLIAM H. SOMMERVILLE License Number 6094  
Title PROFESSIONAL LAND SURVEYOR Company Name SMW ENGINEERING GROUP INC.  
Address 158 BUSINESS CENTER DRIVE City BIRMINGHAM State AL ZIP Code 35244  
Signature [Signature] Date 12/11/2014 Telephone 205-252-6985



|  |                            |
|--|----------------------------|
| <b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>                                    | For Insurance Company Use: |
| Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.<br>15115 HOOVER RD 1/5 | Policy Number              |
| City PEARLAND State TX ZIP Code 77584  | Company NAIC Number        |

**SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)**

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments SECTION "A" LATITUDE AND LONGITUDE WERE DERIVED BY A STATIC GPS OBSERVATION USING SURVEY GRADE GPS RECEIVERS. THE ENTIRE FOOTPRINT OF THE PROPOSED VERIZON EQUIPMENT IS OUTSIDE OF THE AE ZONE BY GRAPHIC PLOTTING. A PORTION OF THE PROPOSED TOWER COMPOUND IS INSIDE THE AE ZONE. ZONE AE WAS PLACED IN BOX "B8" DUE TO ITS CLOSE PROXIMITY OF THE VERIZON EQUIPMENT AND ALSO BEING INSIDE THE TOWER COMPOUND.

|           |                 |
|-----------|-----------------|
| Signature | Date 12/11/2014 |
|-----------|-----------------|

**SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)**

For Zones AO and A (without BFE), complete Items E1-E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1-E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
  - a) Top of bottom floor (including basement, crawl space, or enclosure) is \_\_\_\_\_  feet  meters  above or  below the HAG.
  - b) Top of bottom floor (including basement, crawl space, or enclosure) is \_\_\_\_\_  feet  meters  above or  below the LAG.
- E2. For Building Diagrams 6-9 with permanent flood openings provided in Section A Items 8 and/or 9 (see page 8-9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is \_\_\_\_\_  feet  meters  above or  below the HAG.
- E3. Attached garage (top of slab) is \_\_\_\_\_  feet  meters  above or  below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is \_\_\_\_\_  feet  meters  above or  below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance?  Yes  No  Unknown. The local official must certify this information in Section G.

**SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION**

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge.*

Property Owner's or Owner's Authorized Representative's Name \_\_\_\_\_

|                 |            |                 |                |
|-----------------|------------|-----------------|----------------|
| Address _____   | City _____ | State _____     | ZIP Code _____ |
| Signature _____ | Date _____ | Telephone _____ |                |
| Comments _____  |            |                 |                |

Check here if attachments

**SECTION G - COMMUNITY INFORMATION (OPTIONAL)**

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8. and G9.

- G1.  The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2.  A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3.  The following information (Items G4.-G9.) is provided for community floodplain management purposes.

|                         |                              |   |
|-------------------------|------------------------------|---|
| G4. Permit Number _____ | G5. Date Permit Issued _____ | G6. Date Certificate Of Compliance/Occupancy Issued _____ |
|-------------------------|------------------------------|---|

- G7. This permit has been issued for:  New Construction  Substantial Improvement
- G8. Elevation of as-built lowest floor (including basement) of the building: \_\_\_\_\_  feet  meters (PR) Datum \_\_\_\_\_
- G9. BFE or (in Zone AO) depth of flooding at the building site: \_\_\_\_\_  feet  meters (PR) Datum \_\_\_\_\_

|                             |                 |
|-----------------------------|-----------------|
| Local Official's Name _____ | Title _____     |
| Community Name _____        | Telephone _____ |
| Signature _____             | Date _____      |
| Comments _____              |                 |

Check here if attachments

# Building Photographs

See Instructions for Item A6.

|   |   |
|---|---|
| Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.<br>15115 HOOPER RD 1/5  | For Insurance Company Use:<br>Policy Number |
| City PEARLAND State TX ZIP Code 77584   | Company NAIC Number                         |
| If using the Elevation Certificate to obtain NFIP flood insurance, affix at least two building photographs below according to the instructions for Item A6. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page. |   |

FRONT VIEW  
09/04/2014



# Building Photographs

Continuation Page

|   |   |
|---|---|
| Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.<br>15115 HOOPER RD 1/5  | For Insurance Company Use:<br>Policy Number |
| City PEARLAND State TX ZIP Code 77584   | Company NAIC Number                         |
| If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. |   |

GOOGLE IMAGE  
04/08/2014





**DALEY TOWER SERVICE, INC.**

1223 W. Gloria Switch Rd.  
Carencro, LA 70502  
337.896.6719 - www.daleytower.com

|   |                        |
|---|------------------------|
| Page 1 of 2   | Job Number: 23515-0175 |
| Eng: MFP  | Customer Ref: TP-13343 |
|   | Date: 4/2/2015         |
| Structure: 117-FT MONOPOLE                          |                        |
| Site: 297774 MCHARD                                 |                        |
| Location: HARRIS CO., TX / 29°35'1.1", -95°24'15.8" |                        |
| Owner: DALEY TOWER                                  |                        |
| Revision No.:                                       | Revision Date:         |

**DESIGN**

|  |
|--|
| Building Code: 2006-2015 INTERNATIONAL BUILDING CODE       |
| Design Standard: ANSI/TIA-222-G-2                          |
| Wind Speed Load Cases: 3-SEC. GUSTED WIND SPEED            |
| Load Case #1: 110 MPH Design Wind Speed                    |
| Load Case #2: 30 MPH Wind with 0.5" Ice Accumulation       |
| Load Case #3: 60 MPH Service Wind Speed                    |
| Structure Class Exposure Cat. Topography Cat. Crest Height |
| II C I   |

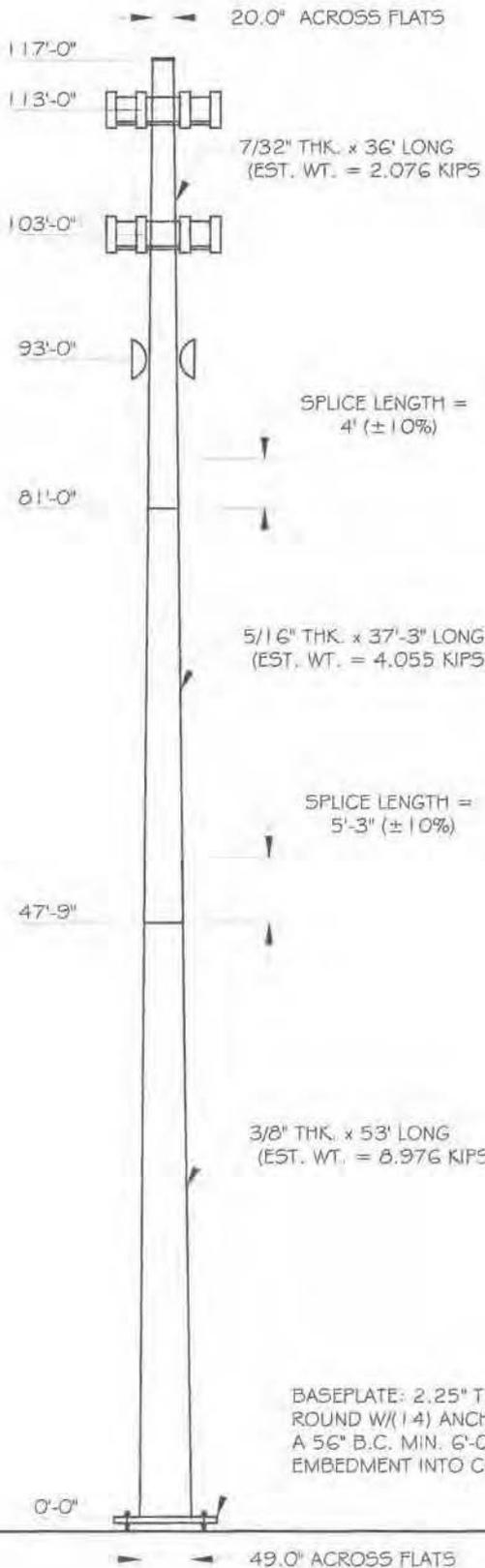
**EQUIPMENT LIST**

| Elev. | Description  |
|-------|--|
| 113   | (12) X7C-FRO-840 + (24) DIPLEXER + (12) RRH + (4) RAYCAP |
| 113   | 12-FT PLATFORM WITH HANDRAIL                             |
| 103   | (12) X7C-FRO-840 + (24) DIPLEXER + (12) RRH + (4) RAYCAP |
| 103   | 12-FT PLATFORM WITH HANDRAIL                             |
| 93    | (2) 6-FT MICROWAVE DISH                                  |
| 93    | DUAL MICROWAVE MOUNT                                     |

ANTENNA FEED LINES ROUTED ON THE INSIDE OF THE POLE

**STRUCTURE PROPERTIES**

| Cross-Section: 18-SIDED                        | Taper: 0.25694 in/ft             |                |             |               |               |
|--|----------------------------------|----------------|-------------|---------------|---------------|
| Shaft Steel: ASTM A572 GR 65                   | Baseplate Steel: ASTM A572 GR 55 |                |             |               |               |
| Anchor Rods: 2.25 in. A615 GR. 75 X 7'-0" LONG |                                  |                |             |               |               |
| Sect.  | Length (ft)                      | Thickness (in) | Splice (ft) | Top Dia. (in) | Bot Dia. (in) |
| 1  | 36.00                            | 0.2188         | 4.00        | 20.00         | 29.25         |
| 2  | 37.25                            | 0.3125         | 5.25        | 27.78         | 37.36         |
| 3  | 53.00                            | 0.3750         | 0.00        | 35.38         | 49.00         |



**BASE REACTIONS FOR FOUNDATION DESIGN**

|         |             |
|---------|-------------|
| Moment: | 4000 ft-kip |
| Shear:  | 43 kip      |
| Axial:  | 33 kip      |



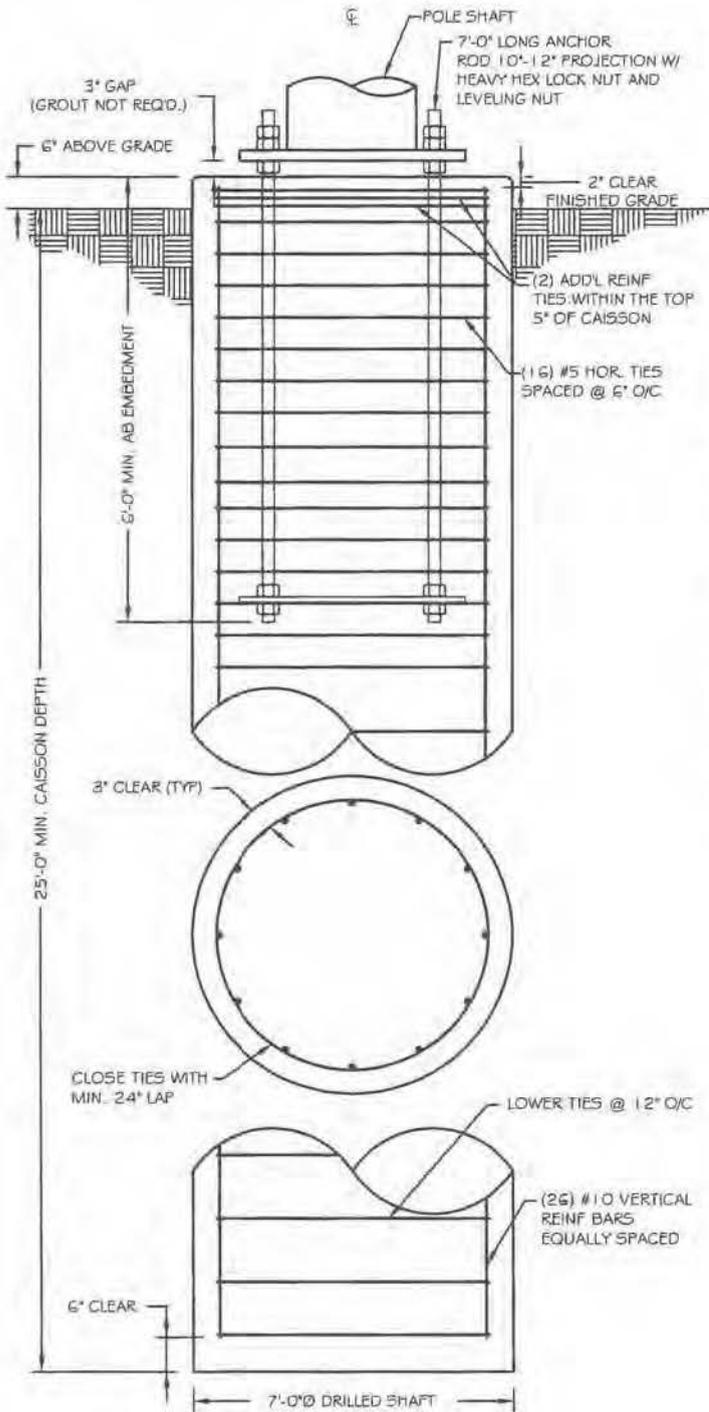
**DALEY TOWER SERVICE, INC.**

1223 W. Gloria Switch Rd.  
Carencro, LA 70502  
337.896.6719 - www.daleytower.com

|               |   |            |
|---------------|---|------------|
| Page 2 of 2   | Job Number:                               | 23515-0175 |
| Eng: MFP      | Customer Ref:                             | TP-13343   |
|               | Date:                                     | 4/2/2015   |
| Structure:    | 117-FT MONOPOLE                           |            |
| Site:         | 297774 MCHARD                             |            |
| Location:     | HARRIS CO., TX / 29°35'1.1", -95°24'15.8" |            |
| Owner:        | DALEY TOWER                               |            |
| Revision No.: | Revision Date:                            |            |

**FOUNDATION NOTES:**

1. ALL FOUNDATION CONCRETE SHALL USE TYPE II CEMENT AND ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS. CONCRETE SHALL HAVE A MAXIMUM WATER/CEMENT RATIO OF 0.46 AND SHALL BE AIR ENTRAINED 6% (±1.5%). ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI 318, "THE BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE", LATEST EDITION.
2. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 VERTICAL BARS SHALL BE GRADE 60, AND TIES OR STIRRUPS SHALL BE A MINIMUM OF GRADE 40. THE PLACEMENT OF ALL REINFORCEMENT SHALL CONFORM TO ACI 315, "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES", LATEST EDITION.
3. CAISSON FOUNDATION INSTALLATION SHALL BE IN ACCORDANCE WITH ACI 336, "STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF DRILLED PIERS", LATEST EDITION.
4. THE CONTRACTOR SHALL DETERMINE THE MEANS AND METHODS TO SUPPORT THE EXCAVATION DURING CONSTRUCTION. THE CONTRACTOR SHALL READ THE GEOTECHNICAL REPORT AND SHALL CONSULT THE GEOTECHNICAL ENGINEER AS NECESSARY PRIOR TO CONSTRUCTION.
5. FOUNDATION DESIGN IS BASED ON GEOTECHNICAL REPORT BY:  
ENGINEER: GORRONDONA & ASSOCIATES  
REPORT NO.: 14-0578 (DATED 12/30/2014)
6. ESTIMATED CONCRETE VOLUME = 36 CUBIC YARDS.
7. THE FOUNDATION HAS BEEN DESIGNED TO RESIST THE FOLLOWING FACTORED LOADS:  
MOMENT: 4000 FT\*KIPS  
SHEAR: 43 KIPS  
AXIAL: 33 KIPS
8. GEOTECHNICAL REPORT INDICATES GROUNDWATER MAY BE ENCOUNTERED AT 10'-0" BELOW GRADE.



**CAISSON FOUNDATION**



|  |  |                                  |
|--|--|----------------------------------|
| <b>tnxTower</b><br><br><b>Michael F. Plahovinsak, P.E.</b><br>18301 State Route 161<br>Plain City, OH 43064<br>Phone: 614-398-6250<br>FAX: mike@mfpeng.com | <b>Job</b><br>117-ft Monopole - MFP #23515-175 | <b>Page</b><br>1 of 6            |
|  | <b>Project</b><br>297774 McHard                | <b>Date</b><br>08:16:26 04/02/15 |
|  | <b>Client</b><br>TAPP (TP-13343)               | <b>Designed by</b><br>Mike       |

### Tower Input Data

This tower is designed using the TIA-222-G standard.

The following design criteria apply:

Tower is located in Harris County, Texas.

Basic wind speed of 110 mph.

Structure Class II.

Exposure Category C.

Topographic Category 1.

Crest Height 0.00 ft.

Nominal ice thickness of 0.5000 in.

Ice thickness is considered to increase with height.

Ice density of 56 pcf.

A wind speed of 30 mph is used in combination with ice.

Temperature drop of 50 °F.

Deflections calculated using a wind speed of 60 mph.

A non-linear (P-delta) analysis was used.

Pressures are calculated at each section.

Stress ratio used in pole design is 1.

Local bending stresses due to climbing loads, feedline supports, and appurtenance mounts are not considered.

### Tapered Pole Section Geometry

| Section | Elevation<br>ft | Section<br>Length<br>ft | Splice<br>Length<br>ft | Number<br>of<br>Sides | Top<br>Diameter<br>in | Bottom<br>Diameter<br>in | Wall<br>Thickness<br>in | Bend<br>Radius<br>in | Pole Grade          |
|---------|-----------------|-------------------------|------------------------|-----------------------|-----------------------|--------------------------|-------------------------|----------------------|---------------------|
| L1      | 117.00-81.00    | 36.00                   | 4.00                   | 18                    | 20.0000               | 29.2500                  | 0.2188                  | 0.8750               | A572-65<br>(65 ksi) |
| L2      | 81.00-47.75     | 37.25                   | 5.25                   | 18                    | 27.7847               | 37.3600                  | 0.3125                  | 1.2500               | A572-65<br>(65 ksi) |
| L3      | 47.75-0.00      | 53.00                   |                        | 18                    | 35.3855               | 49.0000                  | 0.3750                  | 1.5000               | A572-65<br>(65 ksi) |

### Tapered Pole Properties

| Section | Tip Dia.<br>in | Area<br>in <sup>2</sup> | I<br>in <sup>2</sup> | r<br>in | C<br>in | I/C<br>in <sup>3</sup> | J<br>in <sup>4</sup> | I/Q<br>in <sup>2</sup> | w<br>in | w/t    |
|---------|----------------|-------------------------|----------------------|---------|---------|------------------------|----------------------|------------------------|---------|--------|
| L1      | 20.3085        | 13.7344                 | 678.9748             | 7.0223  | 10.1600 | 66.8282                | 1358.8429            | 6.8685                 | 3.1350  | 14.331 |
|         | 29.7012        | 20.1568                 | 2146.2961            | 10.3061 | 14.8590 | 144.4442               | 4295.4164            | 10.0803                | 4.7630  | 21.774 |
| L2      | 29.2574        | 27.2490                 | 2598.2190            | 9.7526  | 14.1146 | 184.0797               | 5199.8568            | 13.6271                | 4.3401  | 13.888 |
|         | 37.9363        | 36.7465                 | 6371.9317            | 13.1519 | 18.9789 | 335.7380               | 12752.2478           | 18.3767                | 6.0254  | 19.281 |
| L3      | 37.3008        | 41.6712                 | 6453.1126            | 12.4287 | 17.9758 | 358.9886               | 12914.7163           | 20.8396                | 5.5678  | 14.848 |
|         | 49.7559        | 57.8759                 | 17288.3873           | 17.2619 | 24.8920 | 694.5359               | 34599.5231           | 28.9435                | 7.9640  | 21.237 |

### Feed Line/Linear Appurtenances - Entered As Area

| Description | Face<br>or<br>Leg | Allow<br>Shield | Component<br>Type | Placement<br>ft | Total<br>Number | C <sub>A</sub> A <sub>A</sub><br>ft <sup>2</sup> /ft | Weight<br>plf |
|-------------|-------------------|-----------------|-------------------|-----------------|-----------------|--|---------------|
| 1 5/8"      | C                 | No              | Inside Pole       | 113.00 - 0.00   | 18              | No Ice   | 0.92          |
|             |                   |                 |                   |                 |                 | 1/2" Ice   | 0.92          |
| 1 5/8"      | C                 | No              | Inside Pole       | 103.00 - 0.00   | 18              | No Ice   | 0.92          |
|             |                   |                 |                   |                 |                 | 1/2" Ice   | 0.92          |
| 1 5/8"      | C                 | No              | Inside Pole       | 93.00 - 0.00    | 2               | No Ice   | 0.92          |
|             |                   |                 |                   |                 |                 | 1/2" Ice   | 0.92          |

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| <b>tnxTower</b><br><br><b>Michael F. Plahovinsak, P.E.</b><br>18301 State Route 161<br>Plain City, OH 43064<br>Phone: 614-398-6250<br>FAX: mike@nfpeng.com | <b>Job</b><br>117-ft Monopole - MFP #23515-175 | <b>Page</b><br>2 of 6            |
|  | <b>Project</b><br>297774 McHard                | <b>Date</b><br>08:16:26 04/02/15 |
|  | <b>Client</b><br>TAPP (TP-13343)               | <b>Designed by</b><br>Mike       |

### Discrete Tower Loads

| Description                       | Face or Leg | Offset Type | Offsets: |         | Azimuth Adjustment | Placement | C <sub>A3</sub> Front | C <sub>A1</sub> Side | Weight |
|-----------------------------------|-------------|-------------|----------|---------|--------------------|-----------|-----------------------|----------------------|--------|
|                                   |             |             | Horz     | Lateral |                    |           |                       |                      |        |
|                                   |             |             | ft       | ft      | °                  | ft        | ft <sup>2</sup>       | ft <sup>2</sup>      | K      |
| (4) CSS X7C-FRO-840 w/ mount pipe | A           | From Face   | 3.00     | 0.0000  | 113.00             | No Ice    | 17.27                 | 10.96                | 0.09   |
|                                   |             |             | 0.00     |         |                    | 1/2" Ice  | 18.01                 | 12.38                | 0.20   |
| (8) Commscope CBC7821-DF Diplexer | A           | From Face   | 3.00     | 0.0000  | 113.00             | No Ice    | 0.42                  | 0.39                 | 0.02   |
|                                   |             |             | 0.00     |         |                    | 1/2" Ice  | 0.51                  | 0.48                 | 0.02   |
| (4) Lucent 2x40 RRH               | A           | From Face   | 3.00     | 0.0000  | 113.00             | No Ice    | 1.20                  | 2.25                 | 0.01   |
|                                   |             |             | 0.00     |         |                    | 1/2" Ice  | 1.35                  | 2.45                 | 0.03   |
| (4) CSS X7C-FRO-840 w/ mount pipe | B           | From Face   | 3.00     | 0.0000  | 113.00             | No Ice    | 17.27                 | 10.96                | 0.09   |
|                                   |             |             | 0.00     |         |                    | 1/2" Ice  | 18.01                 | 12.38                | 0.20   |
| (8) Commscope CBC7821-DF Diplexer | B           | From Face   | 3.00     | 0.0000  | 113.00             | No Ice    | 0.42                  | 0.39                 | 0.02   |
|                                   |             |             | 0.00     |         |                    | 1/2" Ice  | 0.51                  | 0.48                 | 0.02   |
| (4) Lucent 2x40 RRH               | B           | From Face   | 3.00     | 0.0000  | 113.00             | No Ice    | 1.20                  | 2.25                 | 0.01   |
|                                   |             |             | 0.00     |         |                    | 1/2" Ice  | 1.35                  | 2.45                 | 0.03   |
| (4) CSS X7C-FRO-840 w/ mount pipe | C           | From Face   | 3.00     | 0.0000  | 113.00             | No Ice    | 17.27                 | 10.96                | 0.09   |
|                                   |             |             | 0.00     |         |                    | 1/2" Ice  | 18.01                 | 12.38                | 0.20   |
| (8) Commscope CBC7821-DF Diplexer | C           | From Face   | 3.00     | 0.0000  | 113.00             | No Ice    | 0.42                  | 0.39                 | 0.02   |
|                                   |             |             | 0.00     |         |                    | 1/2" Ice  | 0.51                  | 0.48                 | 0.02   |
| (4) Lucent 2x40 RRH               | C           | From Face   | 3.00     | 0.0000  | 113.00             | No Ice    | 1.20                  | 2.25                 | 0.01   |
|                                   |             |             | 0.00     |         |                    | 1/2" Ice  | 1.35                  | 2.45                 | 0.03   |
| (4) Raycap RCMDC-3315-PF-48       | C           | None        |          | 0.0000  | 113.00             | No Ice    | 4.33                  | 2.56                 | 0.03   |
|                                   |             |             |          |         |                    | 1/2" Ice  | 4.61                  | 2.79                 | 0.06   |
| 12' Platform w/ Handrail          | C           | None        |          | 0.0000  | 113.00             | No Ice    | 26.00                 | 24.00                | 1.80   |
| ***                               |             |             |          |         |                    | 1/2" Ice  | 26.00                 | 26.00                | 2.60   |
| (4) CSS X7C-FRO-840 w/ mount pipe | A           | From Face   | 3.00     | 0.0000  | 103.00             | No Ice    | 17.27                 | 10.96                | 0.09   |
|                                   |             |             | 0.00     |         |                    | 1/2" Ice  | 18.01                 | 12.38                | 0.20   |
| (8) Commscope CBC7821-DF Diplexer | A           | From Face   | 3.00     | 0.0000  | 103.00             | No Ice    | 0.42                  | 0.39                 | 0.02   |
|                                   |             |             | 0.00     |         |                    | 1/2" Ice  | 0.51                  | 0.48                 | 0.02   |
| (4) Lucent 2x40 RRH               | A           | From Face   | 3.00     | 0.0000  | 103.00             | No Ice    | 1.20                  | 2.25                 | 0.01   |
|                                   |             |             | 0.00     |         |                    | 1/2" Ice  | 1.35                  | 2.45                 | 0.03   |
| (4) CSS X7C-FRO-840 w/ mount pipe | B           | From Face   | 3.00     | 0.0000  | 103.00             | No Ice    | 17.27                 | 10.96                | 0.09   |
|                                   |             |             | 0.00     |         |                    | 1/2" Ice  | 18.01                 | 12.38                | 0.20   |
| (8) Commscope CBC7821-DF Diplexer | B           | From Face   | 3.00     | 0.0000  | 103.00             | No Ice    | 0.42                  | 0.39                 | 0.02   |
|                                   |             |             | 0.00     |         |                    | 1/2" Ice  | 0.51                  | 0.48                 | 0.02   |
| (4) Lucent 2x40 RRH               | B           | From Face   | 3.00     | 0.0000  | 103.00             | No Ice    | 1.20                  | 2.25                 | 0.01   |
|                                   |             |             | 0.00     |         |                    | 1/2" Ice  | 1.35                  | 2.45                 | 0.03   |
| (4) CSS X7C-FRO-840 w/ mount pipe | C           | From Face   | 3.00     | 0.0000  | 103.00             | No Ice    | 17.27                 | 10.96                | 0.09   |
|                                   |             |             | 0.00     |         |                    | 1/2" Ice  | 18.01                 | 12.38                | 0.20   |
| (8) Commscope                     | C           | From Face   | 3.00     | 0.0000  | 103.00             | No Ice    | 0.42                  | 0.39                 | 0.02   |

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| <b>tnxTower</b><br><br><b>Michael F. Plahovinsak, P.E.</b><br>18301 State Route 161<br>Plain City, OH 43064<br>Phone: 614-398-6250<br>FAX: mike@mfpeng.com | <b>Job</b><br>117-ft Monopole - MFP #23515-175 | <b>Page</b><br>3 of 6            |
|  | <b>Project</b><br>297774 McHard                | <b>Date</b><br>08:16:26 04/02/15 |
|  | <b>Client</b><br>TAPP (TP-13343)               | <b>Designed by</b><br>Mike       |

| Description              | Face or Leg | Offset Type | Offsets:     |      | Azimuth Adjustment | Placement | C <sub>AA</sub> Front | C <sub>AA</sub> Side | Weight |
|--------------------------|-------------|-------------|--------------|------|--------------------|-----------|-----------------------|----------------------|--------|
|                          |             |             | Horz Lateral | Vert |                    |           |                       |                      |        |
|                          |             |             | ft           | ft   | °                  | ft        | ft <sup>2</sup>       | ft <sup>2</sup>      | K      |
| CBC7821-DF Diplexer      |             |             | 0.00         |      |                    | 1/2" Ice  | 0.51                  | 0.48                 | 0.02   |
| (4) Lucent 2x40 RRH      | C           | From Face   | 3.00         |      | 0.0000             | No Ice    | 1.20                  | 2.25                 | 0.01   |
|                          |             |             | 0.00         |      |                    | 1/2" Ice  | 1.35                  | 2.45                 | 0.03   |
| (4) Raycap               | C           | None        |              |      | 0.0000             | No Ice    | 4.33                  | 2.56                 | 0.03   |
| RCMDC-3315-PF-48         |             |             |              |      |                    | 1/2" Ice  | 4.61                  | 2.79                 | 0.06   |
| 12' Platform w/ Handrail | C           | None        |              |      | 0.0000             | No Ice    | 26.00                 | 24.00                | 1.80   |
|                          |             |             |              |      |                    | 1/2" Ice  | 26.00                 | 26.00                | 2.60   |

### Dishes

| Description     | Face or Leg | Dish Type           | Offset Type | Offsets:     |      | Azimuth Adjustment | 3 dB Beam Width | Elevation | Outside Diameter | Aperture Area | Weight |
|-----------------|-------------|---------------------|-------------|--------------|------|--------------------|-----------------|-----------|------------------|---------------|--------|
|                 |             |                     |             | Horz Lateral | Vert |                    |                 |           |                  |               |        |
|                 |             |                     | ft          | ft           | °    | °                  | ft              | ft        | ft <sup>2</sup>  | K             |        |
| 6' std w/radome | A           | Paraboloid w/Radome | From Face   | 1.00         |      | 0.0000             |                 | 93.00     | 6.00             | No Ice        | 28.27  |
|                 |             |                     |             | 0.00         |      |                    |                 |           |                  | 1/2" Ice      | 29.07  |
|                 |             |                     |             | 0.00         |      |                    |                 |           |                  |               | 0.16   |
| 6' std w/radome | B           | Paraboloid w/Radome | From Face   | 1.00         |      | 0.0000             |                 | 93.00     | 6.00             | No Ice        | 28.27  |
|                 |             |                     |             | 0.00         |      |                    |                 |           |                  | 1/2" Ice      | 29.07  |
|                 |             |                     |             | 0.00         |      |                    |                 |           |                  |               | 0.32   |

### Load Combinations

| Comb. No. | Description                                |
|-----------|--|
| 1         | Dead Only                                  |
| 2         | 1.2 Dead+1.6 Wind 0 deg - No Ice           |
| 3         | 0.9 Dead+1.6 Wind 0 deg - No Ice           |
| 4         | 1.2 Dead+1.6 Wind 90 deg - No Ice          |
| 5         | 0.9 Dead+1.6 Wind 90 deg - No Ice          |
| 6         | 1.2 Dead+1.6 Wind 180 deg - No Ice         |
| 7         | 0.9 Dead+1.6 Wind 180 deg - No Ice         |
| 8         | 1.2 Dead+1.0 Ice+1.0 Temp                  |
| 9         | 1.2 Dead+1.0 Wind 0 deg+1.0 Ice+1.0 Temp   |
| 10        | 1.2 Dead+1.0 Wind 90 deg+1.0 Ice+1.0 Temp  |
| 11        | 1.2 Dead+1.0 Wind 180 deg+1.0 Ice+1.0 Temp |
| 12        | Dead+Wind 0 deg - Service                  |
| 13        | Dead+Wind 90 deg - Service                 |
| 14        | Dead+Wind 180 deg - Service                |

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| <b>tnxTower</b><br><br><b>Michael F. Plahovinsak, P.E.</b><br>18301 State Route 161<br>Plain City, OH 43064<br>Phone: 614-398-6250<br>FAX: mike@mjpeng.com | <b>Job</b><br>117-ft Monopole - MFP #23515-175 | <b>Page</b><br>4 of 6            |
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|  | <b>Client</b><br>TAPP (TP-13343)               | <b>Designed by</b><br>Mike       |

### Maximum Member Forces

| Section No. | Elevation ft | Component Type | Condition        | Gov. Load Comb. | Axial K | Major Axis Moment kip-ft | Minor Axis Moment kip-ft |
|-------------|--------------|----------------|------------------|-----------------|---------|--------------------------|--------------------------|
| L1          | 117 - 81     | Pole           | Max Tension      | 7               | 0.00    | 0.00                     | 0.00                     |
|             |              |                | Max. Compression | 8               | -26.33  | 0.00                     | 1.14                     |
|             |              |                | Max. Mx          | 4               | -8.40   | -713.33                  | 0.25                     |
|             |              |                | Max. My          | 6               | -8.46   | 0.00                     | -710.38                  |
|             |              |                | Max. Vy          | 4               | 33.65   | -713.33                  | 0.25                     |
|             |              |                | Max. Vx          | 6               | 33.34   | 0.00                     | -710.38                  |
|             |              |                | Max. Torque      | 5               |         |                          | 1.97                     |
| L2          | 81 - 47.75   | Pole           | Max Tension      | 1               | 0.00    | 0.00                     | 0.00                     |
|             |              |                | Max. Compression | 8               | -33.62  | 0.00                     | 1.14                     |
|             |              |                | Max. Mx          | 4               | -15.47  | -1843.67                 | 0.18                     |
|             |              |                | Max. My          | 6               | -15.51  | 0.00                     | -1830.74                 |
|             |              |                | Max. Vy          | 4               | 36.97   | -1843.67                 | 0.18                     |
|             |              |                | Max. Vx          | 6               | 36.66   | 0.00                     | -1830.74                 |
|             |              |                | Max. Torque      | 5               |         |                          | 1.96                     |
| L3          | 47.75 - 0    | Pole           | Max Tension      | 1               | 0.00    | 0.00                     | 0.00                     |
|             |              |                | Max. Compression | 8               | -50.40  | 0.00                     | 1.14                     |
|             |              |                | Max. Mx          | 4               | -31.58  | -3942.05                 | -0.07                    |
|             |              |                | Max. My          | 6               | -31.58  | 0.00                     | -3912.67                 |
|             |              |                | Max. Vy          | 4               | 41.94   | -3942.05                 | -0.07                    |
|             |              |                | Max. Vx          | 6               | 41.63   | 0.00                     | -3912.67                 |
|             |              |                | Max. Torque      | 5               |         |                          | 1.95                     |

### Maximum Tower Deflections - Service Wind

| Section No. | Elevation ft | Horz. Deflection in | Gov. Load Comb. | Tilt ° | Twist ° |
|-------------|--------------|---------------------|-----------------|--------|---------|
| L1          | 117 - 81     | 17.601              | 13              | 1.3350 | 0.0000  |
| L2          | 85 - 47.75   | 9.190               | 13              | 1.0675 | 0.0000  |
| L3          | 53 - 0       | 3.446               | 13              | 0.6158 | 0.0000  |

### Critical Deflections and Radius of Curvature - Service Wind

| Elevation ft | Appurtenance                      | Gov. Load Comb. | Deflection in | Tilt ° | Twist ° | Radius of Curvature ft |
|--------------|-----------------------------------|-----------------|---------------|--------|---------|------------------------|
| 113.00       | (4) CSS X7C-FRO-840 w/ mount pipe | 13              | 16.486        | 1.3080 | 0.0020  | 25296                  |
| 103.00       | (4) CSS X7C-FRO-840 w/ mount pipe | 13              | 13.738        | 1.2364 | 0.0019  | 9034                   |
| 93.00        | 6' std w/radome                   | 13              | 11.123        | 1.1515 | 0.0017  | 5269                   |

### Maximum Tower Deflections - Design Wind

| Section No. | Elevation ft | Horz. Deflection in | Gov. Load Comb. | Tilt ° | Twist ° |
|-------------|--------------|---------------------|-----------------|--------|---------|
| L1          | 117 - 81     | 105.743             | 4               | 8.0313 | 0.0000  |
| L2          | 85 - 47.75   | 55.280              | 4               | 6.4250 | 0.0000  |
| L3          | 53 - 0       | 20.745              | 4               | 3.7085 | 0.0000  |

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|  | <b>Client</b><br>TAPP (TP-13343)               | <b>Designed by</b><br>Mike       |

### Critical Deflections and Radius of Curvature - Design Wind

| Elevation<br>ft | Appurtenance                      | Gov.<br>Load<br>Comb. | Deflection<br>in | Tilt<br>° | Twist<br>° | Radius of<br>Curvature<br>ft |
|-----------------|-----------------------------------|-----------------------|------------------|-----------|------------|------------------------------|
| 113.00          | (4) CSS X7C-FRO-840 w/ mount pipe | 4                     | 99.055           | 7.8693    | 0.0119     | 4362                         |
| 103.00          | (4) CSS X7C-FRO-840 w/ mount pipe | 4                     | 82.572           | 7.4399    | 0.0110     | 1555                         |
| 93.00           | 6' std w/radome                   | 4                     | 66.881           | 6.9299    | 0.0100     | 904                          |

### Pole Design Data

| Section No. | Elevation<br>ft | Size                   | L<br>ft | L <sub>n</sub><br>ft | KI/r | A<br>in <sup>2</sup> | P <sub>n</sub><br>K | φP <sub>n</sub><br>K | Ratio<br>P <sub>n</sub><br>φP <sub>n</sub> |
|-------------|-----------------|------------------------|---------|----------------------|------|----------------------|---------------------|----------------------|--|
| L1          | 117 - 81 (1)    | TP29.25x20x0.2188      | 36.00   | 0.00                 | 0.0  | 19.4432              | -8.40               | 1343.27              | 0.006                                      |
| L2          | 81 - 47.75 (2)  | TP37.36x27.7847x0.3125 | 37.25   | 0.00                 | 0.0  | 35.4079              | -15.47              | 2537.15              | 0.006                                      |
| L3          | 47.75 - 0 (3)   | TP49x35.3855x0.375     | 53.00   | 0.00                 | 0.0  | 57.8759              | -31.58              | 3980.68              | 0.008                                      |

### Pole Bending Design Data

| Section No. | Elevation<br>ft | Size                   | M <sub>ux</sub><br>kip-ft | φM <sub>ux</sub><br>kip-ft | Ratio<br>M <sub>ux</sub><br>φM <sub>ux</sub> | M <sub>uy</sub><br>kip-ft | φM <sub>uy</sub><br>kip-ft | Ratio<br>M <sub>uy</sub><br>φM <sub>uy</sub> |
|-------------|-----------------|------------------------|---------------------------|----------------------------|--|---------------------------|----------------------------|--|
| L1          | 117 - 81 (1)    | TP29.25x20x0.2188      | 713.33                    | 773.55                     | 0.922  | 0.00                      | 773.55                     | 0.000  |
| L2          | 81 - 47.75 (2)  | TP37.36x27.7847x0.3125 | 1843.67                   | 1860.78                    | 0.991  | 0.00                      | 1860.78                    | 0.000  |
| L3          | 47.75 - 0 (3)   | TP49x35.3855x0.375     | 3942.05                   | 3980.82                    | 0.990  | 0.00                      | 3980.82                    | 0.000  |

### Pole Shear Design Data

| Section No. | Elevation<br>ft | Size                   | Actual<br>V <sub>u</sub><br>K | φV <sub>u</sub><br>K | Ratio<br>V <sub>u</sub><br>φV <sub>u</sub> | Actual<br>T <sub>n</sub><br>kip-ft | φT <sub>n</sub><br>kip-ft | Ratio<br>T <sub>n</sub><br>φT <sub>n</sub> |
|-------------|-----------------|------------------------|-------------------------------|----------------------|--|------------------------------------|---------------------------|--|
| L1          | 117 - 81 (1)    | TP29.25x20x0.2188      | 33.65                         | 671.64               | 0.050                                      | 1.96                               | 1548.99                   | 0.001                                      |
| L2          | 81 - 47.75 (2)  | TP37.36x27.7847x0.3125 | 36.97                         | 1268.57              | 0.029                                      | 1.95                               | 3726.13                   | 0.001                                      |
| L3          | 47.75 - 0 (3)   | TP49x35.3855x0.375     | 41.94                         | 1990.34              | 0.021                                      | 1.94                               | 7971.38                   | 0.000                                      |

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|  | <b>Client</b><br>TAPP (TP-13343)               | <b>Designed by</b><br>Mike       |

### Pole Interaction Design Data

| Section No. | Elevation<br>ft | Ratio<br>$P_u$<br>$\phi P_n$ | Ratio<br>$M_{ux}$<br>$\phi M_{nx}$ | Ratio<br>$M_{uy}$<br>$\phi M_{ny}$ | Ratio<br>$V_u$<br>$\phi V_n$ | Ratio<br>$T_u$<br>$\phi T_n$ | Comb.<br>Stress<br>Ratio | Allow.<br>Stress<br>Ratio | Criteria |
|-------------|-----------------|------------------------------|------------------------------------|------------------------------------|------------------------------|------------------------------|--------------------------|---------------------------|----------|
| L1          | 117 - 81 (1)    | 0.006                        | 0.922                              | 0.000                              | 0.050                        | 0.001                        | 0.931                    | 1.000                     | 4.8.2 ✓  |
| L2          | 81 - 47.75 (2)  | 0.006                        | 0.991                              | 0.000                              | 0.029                        | 0.001                        | 0.998                    | 1.000                     | 4.8.2 ✓  |
| L3          | 47.75 - 0 (3)   | 0.008                        | 0.990                              | 0.000                              | 0.021                        | 0.000                        | 0.999                    | 1.000                     | 4.8.2 ✓  |

### Section Capacity Table

| Section No. | Elevation<br>ft | Component<br>Type | Size                   | Critical<br>Element | P<br>K | $\phi P_{allow}$<br>K | %<br>Capacity   | Pass<br>Fail |             |
|-------------|-----------------|-------------------|------------------------|---------------------|--------|-----------------------|-----------------|--------------|-------------|
| L1          | 117 - 81        | Pole              | TP29.25x20x0.2188      | 1                   | -8.40  | 1343.27               | 93.1            | Pass         |             |
| L2          | 81 - 47.75      | Pole              | TP37.36x27.7847x0.3125 | 2                   | -15.47 | 2537.15               | 99.8            | Pass         |             |
| L3          | 47.75 - 0       | Pole              | TP49x35.3855x0.375     | 3                   | -31.58 | 3980.68               | 99.9            | Pass         |             |
|             |                 |                   |                        |                     |        |                       | Summary         |              |             |
|             |                 |                   |                        |                     |        |                       | Pole (L3)       | 99.9         | Pass        |
|             |                 |                   |                        |                     |        |                       | <b>RATING =</b> | <b>99.9</b>  | <b>Pass</b> |

|   |   |                            |
|---|---|----------------------------|
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|   | <b>Project</b><br>297774 McHard                 | <b>Date</b><br>4/2/2015    |
|   | <b>Client</b><br>TAPP TP-13343                  | <b>Designed by</b><br>Mike |

## Anchor Rod and Base Plate Calculation

### ANSI/TIA-222-G-2

| Factored Base Reactions: | Pole Shape:                          | Anchor Rods:              | Base Plate:             |
|--------------------------|--------------------------------------|---------------------------|-------------------------|
| Moment: 3942 ft-kips     | 18-Sided                             | (14) 2.25 in. A615 GR. 75 | 2.25 in. x 62 in. Round |
| Shear: 42 kips           | <b>Pole Dia. (<math>D_f</math>):</b> | Anchor Rods Evenly Spaced | $f_y = 55$ ksi          |
| Axial: 32 kips           | 49.00 in                             | On a 56 in Bolt Circle    |                         |

### Anchor Rod Calculation According to TIA-222-G section 4.9.9

|               |   |
|---------------|---|
| $\phi =$      | 0.80 TIA 4.9.9                            |
| $I_{bolts} =$ | 5488.00 in <sup>2</sup> Moment of Inertia |
| $P_u =$       | 241 kips Tension Force                    |
| $V_u =$       | 3 kips Shear Force                        |
| $R_{nt} =$    | 325.00 kips Nominal Tensile Strength      |
| $\eta =$      | 0.50 for detail type (d)                  |

The following Interaction Equation Shall Be Satisfied:

$$\left( \frac{P_u + \frac{V_u}{\eta}}{\phi R_{nt}} \right) \leq 1.0$$

$$0.951 \leq 1$$

### Base Plate Calculation According to TIA-222-G

|              |                                  |
|--------------|----------------------------------|
| $\phi =$     | 0.90 TIA 4.7                     |
| $M_{PL} =$   | 578.6 in-kip Plate Moment        |
| $L =$        | 11.0 in Section Length           |
| $Z =$        | 13.9 Plastic Section Modulus     |
| $M_P =$      | 765.4 in-kip Plastic Moment      |
| $\phi M_n =$ | 688.9 in-kip Factored Resistance |

Calculated Moment vs Factored Resistance

$$578.63 \text{ in-kip} \leq 689 \text{ in-kip}$$

|                          |       |                                     |
|--------------------------|-------|-------------------------------------|
| Anchor Rods Are Adequate | 95.1% | <input checked="" type="checkbox"/> |
| Base Plate is Adequate   | 84.0% | <input checked="" type="checkbox"/> |

|   |         |                                   |             |          |
|---|---------|-----------------------------------|-------------|----------|
| <b>Michael F. Plahovinsak, P.E.</b><br>18301 State Route 161 W<br>Plain City, OH 43064<br>Phone: 614-398-6250<br>email: mike@mfpeng.com | Job     | 117-ft monopole - MFP #23515-0175 | Page        | FND      |
|   | Project | 297774 McHard                     | Date        | 4/2/2015 |
|   | Client  | TAPP TP-13343                     | Designed by | Mike     |

## Caisson Calculation

According to ANSI/TIA-222-G-2

- Foundation overturning resistance calculated with PLS Caisson, for Brom's method for rigid piles. Soil layers modeled after recommendations from the geotechnical report.
- Cohesion strength for the upper 21 ft has been reduced by 50%
- In lieu of a soil resistance factor  $f_s = 0.75$  (TIA-9.4.1) an additional safety factor against soil failure of 1.33 has been applied.
- Foundation is designed with a minimum safety factor resisting overturning of 2.0
- Foundation has been designed with factored loads per TIA-222-G.
- Design water table = 10 ft below grade

\*\*\* PIER PROPERTIES      CONCRETE STRENGTH (ksi) = 4.00      STEEL STRENGTH (ksi) = 60.00

DIAMETER (ft) = 7.000      DISTANCE FROM TOP OF PIER TO GROUND LEVEL (ft) = 0.50

\*\*\* SOIL PROPERTIES

| LAYER | TYPE | THICKNESS (ft) | DEPTH AT TOP OF LAYER (ft) | DENSITY (pcf) | CU (psf) | KP    | PHI (degrees) |
|-------|------|----------------|----------------------------|---------------|----------|-------|---------------|
| 1     | S    | 4.00           | 0.00                       | 0.0           |          | 1.000 | -0.00         |
| 2     | S    | 1.00           | 4.00                       | 125.0         |          | 1.000 | -0.00         |
| 3     | C    | 5.00           | 5.00                       | 125.0         | 750.0    |       |               |
| 4     | C    | 5.00           | 10.00                      | 65.0          | 750.0    |       |               |
| 5     | C    | 6.00           | 15.00                      | 65.0          | 1250.0   |       |               |
| 6     | C    | 20.00          | 21.00                      | 65.0          | 2500.0   |       |               |

\*\*\* DESIGN (FACTORED) LOADS AT TOP OF PIER      MOMENT (ft-k) = 4000.0      VERTICAL (k) = 33.0      SHEAR (k) = 43.0  
 ADDITIONAL SAFETY FACTOR AGAINST SOIL FAILURE = 1.33

\*\*\* CALCULATED PIER LENGTH (ft) = 25.500

\*\*\* CHECK OF SOILS PROPERTIES AND ULTIMATE RESISTING FORCES ALONG PIER

| TYPE | TOP OF LAYER (ft) | BELOW TOP OF PIER (ft) | THICKNESS (ft) | DENSITY (pcf) | CU (psf) | KP    | FORCE (k) | ARM (ft) |
|------|-------------------|------------------------|----------------|---------------|----------|-------|-----------|----------|
| S    |                   | 0.50                   | 4.00           | 0.0           |          | 1.000 | 0.00      | 3.17     |
| S    |                   | 4.50                   | 1.00           | 125.0         |          | 1.000 | 1.31      | 5.17     |
| C    |                   | 5.50                   | 5.00           | 125.0         | 750.0    |       | 210.00    | 8.00     |
| C    |                   | 10.50                  | 5.00           | 65.0          | 750.0    |       | 210.00    | 13.00    |
| C    |                   | 15.50                  | 4.40           | 65.0          | 1250.0   |       | 308.14    | 17.70    |
| C    |                   | 19.90                  | 1.60           | 65.0          | 1250.0   |       | -111.86   | 20.70    |
| C    |                   | 21.50                  | 4.00           | 65.0          | 2500.0   |       | -560.00   | 23.50    |

\*\*\* SHEAR AND MOMENTS ALONG PIER

| DISTANCE BELOW TOP OF PIER (ft) | WITH THE ADDITIONAL SAFETY FACTOR |               | WITHOUT ADDITIONAL SAFETY FACTOR |               |
|---------------------------------|-----------------------------------|---------------|----------------------------------|---------------|
|                                 | SHEAR (k)                         | MOMENT (ft-k) | SHEAR (k)                        | MOMENT (ft-k) |
| 0.00                            | 57.6                              | 5604.6        | 43.2                             | 4203.5        |
| 2.55                            | 57.6                              | 5751.4        | 43.2                             | 4313.7        |
| 5.10                            | 57.1                              | 5898.2        | 42.8                             | 4423.7        |
| 7.65                            | -34.0                             | 5944.8        | -25.5                            | 4458.7        |
| 10.20                           | -141.1                            | 5721.4        | -105.8                           | 4291.2        |
| 12.75                           | -248.2                            | 5225.0        | -186.2                           | 3918.9        |
| 15.30                           | -355.3                            | 4455.5        | -266.5                           | 3341.7        |
| 17.85                           | -528.2                            | 3335.5        | -396.2                           | 2501.7        |
| 20.40                           | -637.0                            | 1778.3        | -477.8                           | 1333.8        |
| 22.95                           | -357.0                            | 455.2         | -267.8                           | 341.4         |
| 25.50                           | 0.0                               | -0.0          | 0.0                              | -0.0          |

\*\*\* TOTAL REINFORCEMENT PCT = 0.54      REINFORCEMENT AREA (in<sup>2</sup>) = 29.93  
 \*\*\* USABLE AXIAL CAP. (k) = 33.0      USABLE MOMENT CAP. (ft-k) = 4606.8

For Design:

7-ft Diameter caisson x 25.5-ft long (25-ft Embedded with 0.5-ft above grade)  
 Concrete strength = 4000 PSI @ 28 days. Estimated Concrete Volume = 36 CY3.  
 (26) #10 Vertical Rebar. Steel Cross-Section = 33.02 in<sup>2</sup>



**VERIZON INTENT TO LEASE EXCESS TOWER AND GROUND SPACE**

**PROJECT NAME: 297774 MCHARD**

**TAX ID: 044052000020**

It is Verizon Wireless' standard practice that all new telecommunication towers be designed to accommodate multiple carriers. Per the existing agreement between Verizon Wireless (LESSEE) and the land owner (LESSOR), "LESSEE may sublet the premises..." both on tower and ground space, to accommodate shared use potential of the tower, if structurally and technically possible. It is Verizon's intention to lease excess tower and ground space to others who are seeking possible collocation opportunities.

x *Christine Lewis*

**Christine Lewis, Agent**  
Real Estate Specialist  
Vinculum Services, Inc.  
3511 Pinemont Dr., #A6  
Houston, TX 77018  
Cell (713) 254-6979  
[clewis@vinculum.com](mailto:clewis@vinculum.com)

## LAND LEASE AGREEMENT

This Land Lease Agreement ("Agreement"), made this 13<sup>th</sup> day of February, 2015 between **SUSIE M. LORANCE**, with an address of 2618 S Peach Hollow Circle, Pearland, Texas 77584, hereinafter collectively designated LESSOR and **GTE MOBILNET OF SOUTH TEXAS LIMITED PARTNERSHIP d/b/a Verizon Wireless**, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 15115 Hooper Road 1/5, Pearland, Harris County, Texas 77584, and being described as a 60' by 60' parcel containing 3,600 square feet ( the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty foot (20') wide right-of-way extending from the nearest public right-of-way, Hooper Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of Harris County, Texas as Parcel No. 0440520000020 and is further described in Document No. 251346, as recorded in the Official Records of Harris County, Texas.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

### 3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of [REDACTED] to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises, or on July 1, 2015, whichever occurs first.

In the event the date of commencing installation of the equipment is determinative and such date falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if such date falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either of the foregoing or July 1, 2015, if applicable, being the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date LESSEE commences installation of the equipment on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and no written acknowledgement confirming the Commencement Date is required, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1, and if the Commencement Date is January 1 and a required written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide

updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. Commencing on the first annual anniversary of the Commencement Date and on each annual anniversary thereafter during the term of this Agreement (including all extension terms), annual rent shall increase by an amount equal to three percent (3%) of the annual rent due for the immediately preceding lease year.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do

so prior to the imposition of any lien on the Property. Subject to the terms of this Paragraph, any taxes which LESSOR and LESSEE reasonably agree are owed by LESSEE in accordance with this Paragraph and for which LESSOR provides LESSEE with a written invoice or request for reimbursement will be paid by LESSEE within sixty (60) days following receipt of such written request.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by

LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR. In addition, LESSEE shall have the right to terminate this Agreement without penalty at any time and for any reason prior to the date LESSEE commences installation of the equipment on the Premises, effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE in such notice.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 9, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE will maintain at its own cost;

- i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence
- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
- iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other licensed wireless communications providers of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants, occupants, or users of the Property who currently have or in the future take possession of, all or a part of, the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s), footings to a depth of three (3) feet below grade, equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items

are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the rate defined in Paragraph 15 below, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be increased to one hundred and thirty percent (130%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its

obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be

binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Susie M. Lorange  
2618 S Peach Hollow Circle  
Pearland, Texas 77584-2091

LESSEE: GTE Mobilnet of South Texas Limited Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain a Non Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement,

LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments. At the termination of this Agreement, upon written request by LESSOR, LESSEE shall record a release of the Memorandum of Agreement with Harris County, Texas, and provide a copy of the release to LESSOR within Ninety (90) days following receipt of written notice by LESSOR.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the

contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

## 29. ENVIRONMENTAL.

a. LESSOR shall be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity that has been or is currently being now conducted in, on, or in any way related to the Property, except to the extent such conditions or concerns are caused by the specific activities of LESSEE in the Premises. LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of soils excavated at the Property during construction of LESSEE's facility.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time in the past or hereafter be in effect, except to the extent such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, except to the extent such environmental conditions are caused by LESSEE.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement

and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

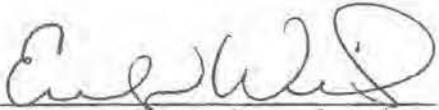
34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[SIGNATURE PAGE IMMEDIATELY FOLLOWING]

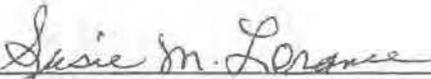
IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**WITNESSES:**

By:   
Print Name: Evelyn Wiley

**LESSOR:**

**SUSIE M. LORANCE**

By:   
Name: Susie M. Lorance  
Date: 12-4-2014

**LESSEE:**

**GTE MOBILNET OF SOUTH TEXAS  
LIMITED PARTNERSHIP d/b/a Verizon  
Wireless**

**By San Antonio MTA, L.P., Its  
General Partner**

**By Verizon Wireless Texas, LLC, Its  
General Partner**

By:   
Print Name: TORI WATERS

By:   
Name: Aparna Khurjekar  
Title: Area Vice President Network  
Date: 2-13-15

Exhibit "A"  
(Page 1 of 3)

Legal Description of Property

SITUATED IN THE COUNTY OF HARRIS, STATE OF TEXAS:

LOT 9 IN BLOCK "P" OF ALLISON RICHEY GULF COAST HOME CO'S PART OF SUBURBANK GARDENS, A SUBDIVISION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGE 40 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, SAVE AND EXCEPT THE WESTERLY TEN FEET (10') CONVEYED TO THE COUNTY OF HARRIS FOR THE WIDENING OF HOOPER ROAD IN INSTRUMENT RECORDED IN VOLUME 988, PAGE 715 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS.

Exhibit "A"  
(Page 2 of 3)

Lessee's Land Space  
"Mchard"

A land space being a portion of Lot 9, Block P, Allison Richey Gulf Coast Home Company's part of Suburban Gardens as recorded in Volume 3, Page 40 in the Office of Public Records of Harris County, Texas, lying in the O. Pitts Survey, Abstract 626 of said Harris County and being more particularly described as follows:

Commence at a ½ inch pipe found marking the southwest corner of Lot 60 ½ of said subdivision lying on the northerly right-of-way line of Fruge Road and easterly right-of-way line of Hooper Road, said pipe also lying S 01°54'41" E along said right-of-way line of Hooper Road for a distance of 191.91 feet from a ½ inch rebar found; thence run S 01°54'41" E along said right-of-way for a distance of 229.64 feet to a point; thence N 87°50'30" E for a distance of 23.09 feet to a point; thence N 02°09'30" W for a distance of 30.00 feet to a 5/8" rebar set and the Point of Beginning; thence N 87°50'30" E for a distance of 60.00 feet to a 5/8" rebar set; thence S 02°09'30" E for a distance of 60.00 feet to a 5/8" rebar set; thence S 87°50'30" W for a distance of 60.00 feet to a 5/8" rebar set; thence N 02°09'30" W for a distance of 60.00 feet to the Point of Beginning. Said above described parcel contains 0.08 acres, more or less.

Exhibit "A"  
(Page 3 of 3)

Lessee's 20' Ingress/Egress & Utility Right-of-Way  
"Mchard"

A right-of-way being a portion of Lot 9, Block P, Allison Richey Gulf Coast Home Company's part of Suburban Gardens as recorded in Volume 3, Page 40 in the Office of Public Records of Harris County, Texas, lying in the O. Pitts Survey, Abstract 626 of said Harris County and being more particularly described as follows:

Commence at a ½ inch pipe found marking the southwest corner of Lot 60 ½ of said subdivision lying on the northerly right-of-way line of Fruge Road and easterly right-of-way line of Hooper Road, said pipe also lying S 01°54'41" E along said right-of-way line of Hooper Road for a distance of 191.91 feet from a ½ inch rebar found; thence run S 01°54'41" E along said right-of-way line for a distance of 229.64 feet to the Point of Beginning of an Ingress/Egress and Utility Right-of-Way being 20 feet in width and lying 10 feet on each side of the following described centerline; thence N 87°40'30" E for a distance of 23.09 feet to the Point of Ending. The bounds of said described right-of-way to adjoin land space and right-of-way of Hooper Road contiguously, and contains 0.01 acres, more or less.

Exhibit "B"  
(Survey of Premises within Property)

Attached

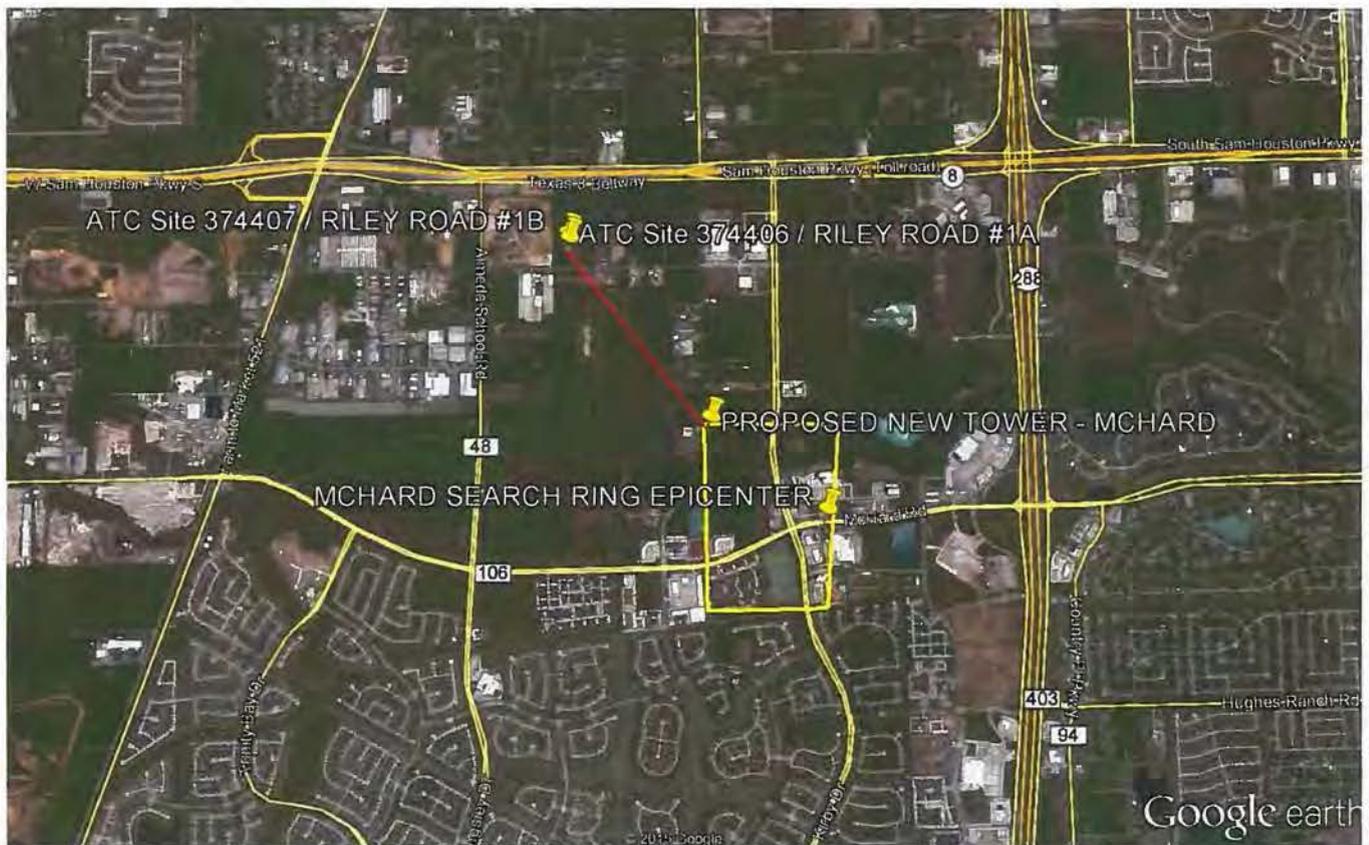


**NO EXISTING TOWER SUITABLE TO ACCOMMODATE VERIZON'S APPLICATION**

**PROJECT NAME: 297774 MCHARD**

**TAX ID: 0440520000020**

Verizon Wireless has identified the two nearest, existing, non-Verizon Wireless towers to be located approximately .78 miles to the northwest of the Proposed New Tower – MCHARD; see Verizon's Search Ring Map for MCHARD below.



The Proposed New Tower is located approximately .49 miles northwest of the epicenter of the MCHARD Search Ring. Given the additional .78 miles distance from the existing tower to the Proposed New Tower, collocating onto one of the existing towers would not provide coverage for the desired operating area. Hence, due to the proximity of the two existing towers, a co-location will not provide the coverage objective for this search ring.

On April 24, 2015, contact was made to the owner of both towers referenced in the map above, American Tower Corporation (ATC), by email. The following content was relayed by email:

1. Site 374406 Asset Name: RILEY ROAD #1A: This tower has a PE letter, there appears to be space available to accommodate Verizon's equipment; see attached elevation.
2. Site 374407 Asset Name: RILEY ROAD #1B TX: This tower is not structurally able to accommodate Verizon's requested centerline of 117'. Currently, the tower is over 100% capacity and co-locating without requiring a modification would be doubtful; see attached elevation.

**Per Section 2.5.5.3 General Requirements & Regulations, Part (e)**

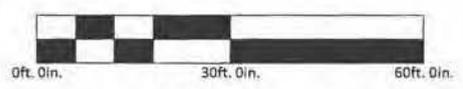
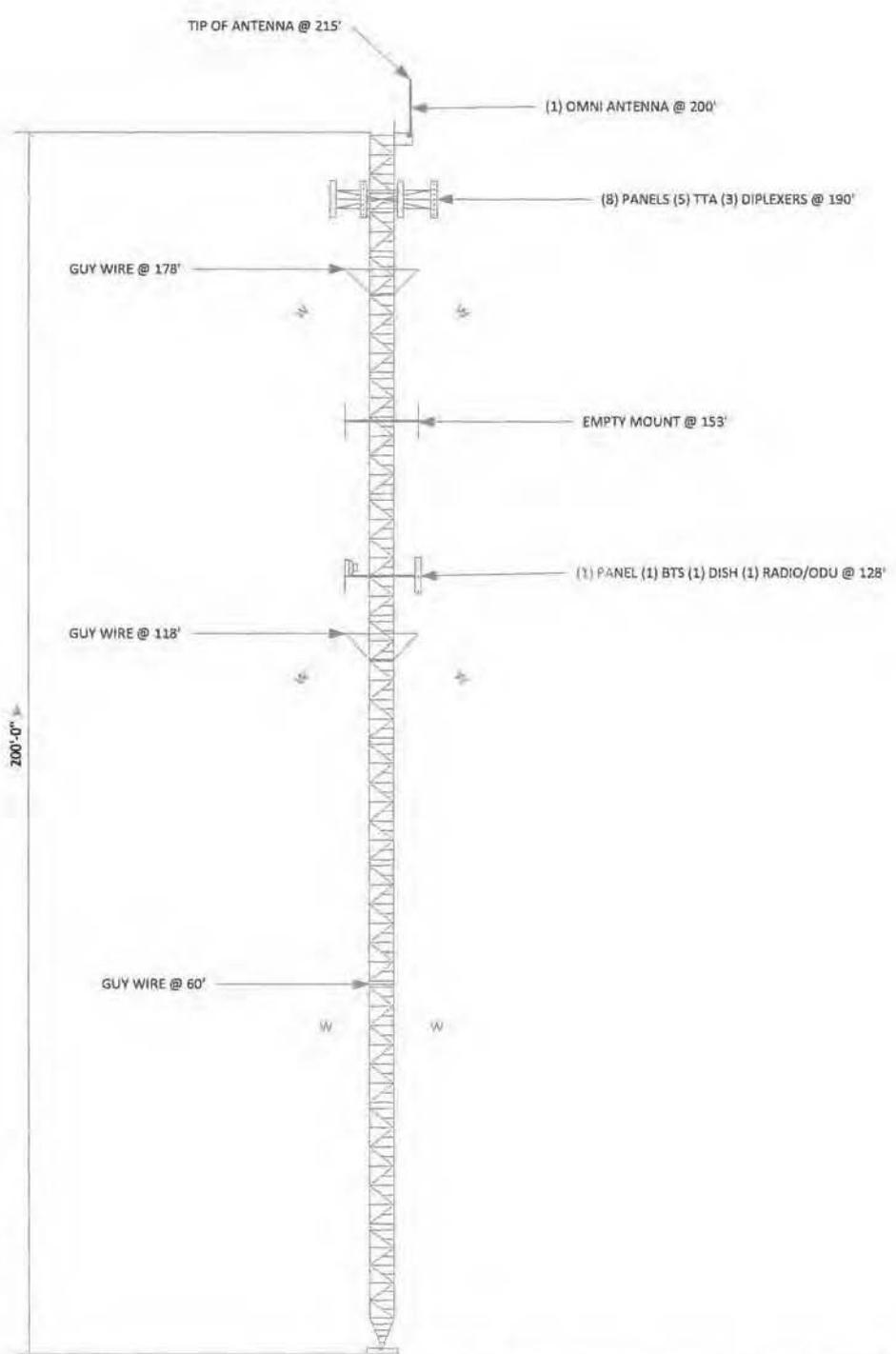
Tower separation for the 117' new proposed tower exceeds the 2,500' maximum required distance from the existing towers of 445' and 215'.

Table 2-1  
Tower Separation Requirements

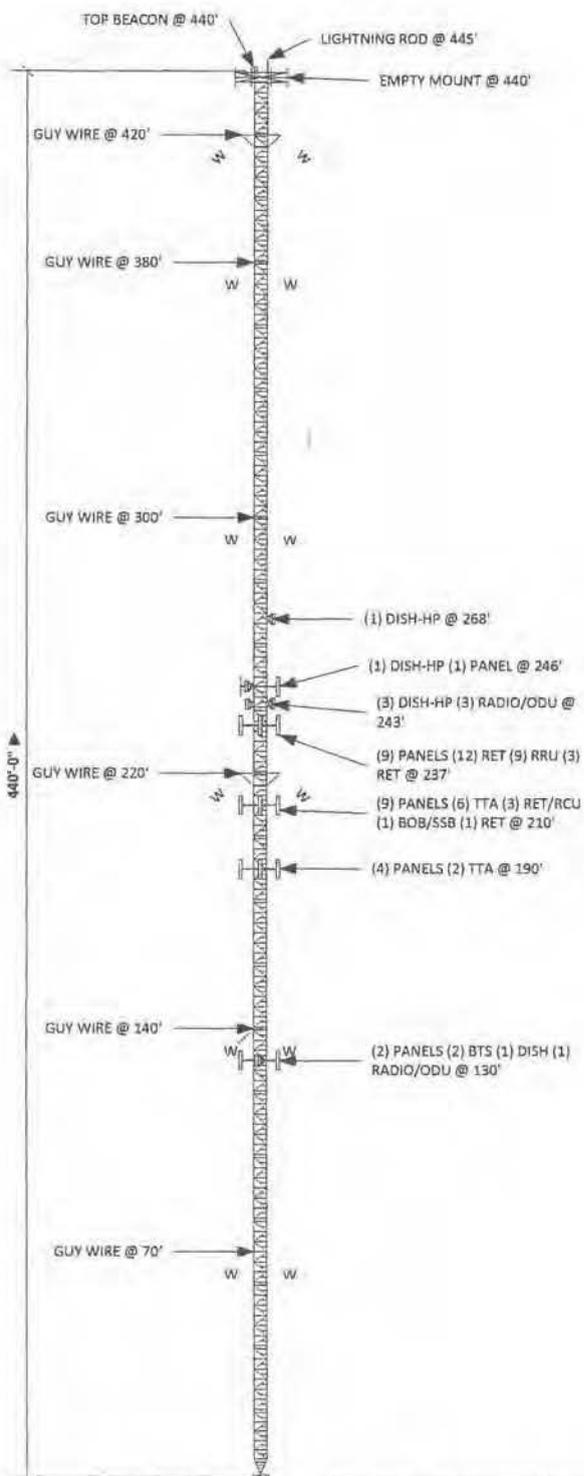
| Tower Height      | Less Than 50' | 50' to 100' | 101' to 150' | Greater Than 150' |
|-------------------|---------------|-------------|--------------|-------------------|
| Less Than 50'     | 300'          | 500'        | 750'         | 1,000'            |
| 50' to 100'       | 500'          | 750'        | 1,000'       | 1,500'            |
| 101' to 150'      | 750'          | 1,000'      | 1,500'       | 2,000'            |
| Greater Than 150' | 1,000'        | 1,500'      | 2,000'       | 2,500'            |



**Christine Lewis, Agent**  
Real Estate Specialist  
Vinculums Services, Inc.  
3511 Pinemont Dr., #A6  
Houston, TX 77018  
Cell (713) 254-6979  
[clewis@vinculums.com](mailto:clewis@vinculums.com)



|  |           |                        |          |               |
|--|-----------|------------------------|----------|---------------|
| <br><b>AMERICAN TOWER</b><br><small>CORPORATION</small> |           | <b>RILEY ROAD 1B</b>   |          |               |
|  |           | <b>TOWER ELEVATION</b> |          |               |
| SIZE   | DATE      | DWG NO                 | REV      |               |
|  | 4/18/2014 | 374407                 |          |               |
| * AS BUILT *   |           | SCALE                  | 1" = 30' | SHEET         |
|  |           |                        |          | <b>1 OF 1</b> |



440'-0"



\* AS BUILT \*

|                        |           |        |        |
|------------------------|-----------|--------|--------|
| <b>RILEY ROAD 1A</b>   |           |        |        |
| <b>TOWER ELEVATION</b> |           |        |        |
| SIZE                   | DATE      | DWG NO | REV    |
|                        | 12/4/2014 | 374406 |        |
| SCALE                  | 1" = 60'  | SHEET  | 1 OF 1 |

## APPLICATION CHECKLIST FOR THE FOLLOWING: Conditional Use Permit (CUP)

- Application and checklist, filled out completely and signed by the owner of the property.
- If the applicant is the designated agent, the application shall include a written statement from the property owner authorizing the agent to file the application on his behalf. **Section 1.2.1.1 (a) of the Unified Development Code (UDC).**
- Metes and Bounds Description (survey or plat of the property that provides or contains the metes and bounds description).
- Parcel map, printer from the City of Pearland website, indicating the location and boundaries of the subject property.
- Letter of Intent, explaining the conditional use permit request in detail, specifying:
- o Proposed Uses: Telecommunications Tower.
  - o Specific Operations of the use: unmanned telecommunications site.
  - o Square footage of buildings/lot sizes: 3600 SQ. FT.
  - o Unique characteristics of the property: undeveloped parcel
  - o Other necessary information (list here): within 100 year floodplain
- Site plan that shows the following:
- o Proposed layout of the subject property
  - o Proposed buildings
  - o Parking
  - o Landscape plan
  - o Detention ponds
  - o Fences
  - o Other relevant information (list here): Floodplain - Elevation Certificate
- Acknowledgement of the sign to be posted on the property ten (10) days prior to the public hearing.
- Provide evidence or proof that all taxes and obligations have been paid regarding the subject property.
- Application fee by cash, check made payable to the City of Pearland, or credit card (Visa and MasterCard only)
- \$250.00

## **Additional Application Requirements for Telecommunications Towers, Antennas, and Shared Use on Existing Towers and Alternate Structures to be provided per Section 2.5.5.2 of the Unified Development Code**

- An inventory of the applicant's existing towers that are either within the City or within one mile of the corporate limits specifying:
  - Location
  - Height
  - Design
    - ❖ This information may be shared by the Planning Department with other applicants
  
- Site plans to scale specifying:
  - Location of tower(s)
  - Transmission building and other accessory uses,
  - Street access
  - Parking
  - Fences
  - Landscaped areas
  - Adjacent land uses
  
- A report from a professional structural engineer licensed in the state of Texas documenting:
  - Tower and design, with a cross-section of the structure
  - Total anticipated capacity of the structure, including the number and types of antennas which can be accommodated
  
- Letter of Intent to lease excess space on the tower and to lease additional excess land on the tower site when the shared use potential of the tower is absorbed, if structurally and technically possible.

Each applicant must make good faith effort to substantially demonstrate that no existing towers could accommodate the applicant's proposed antenna by doing the following:

- Contact the owners of all existing towers of a height roughly equal to or greater than the height of the tower proposed by the applicant.
  - A list must be provided of all owners contacted, the date of the contact, and the form and content of the contact.
  - Where an existing tower is known to have capacity for additional antennas of the sort proposed, that application for a new tower is not complete until the owner of the existing tower responds, unless the applicant submits sufficient information for the Planning Department to determine that all reasonable efforts to obtain a response have been made and further efforts would be futile.

- Request the following information from each tower owner contacted:
- Identification of the site by location, existing uses, and tower height.
  - Whether each tower could structurally accommodate the antenna proposed by the applicant without requiring structural changes be made to the tower. To enable the owner to respond, the applicant must provide each owner with the height, length, weight, and other relevant data about the proposed antenna.
  - Whether each tower could structurally accommodate the proposed antenna if structural changes were made, not including totally rebuilding the tower. If so, the owner must specify in general terms what structural changes would be required.
  - If structurally able, would shared use by the existing tower be precluded for reasons related to RF interference? If so, the owner must describe in general terms what changes in either the existing or proposed antenna would be required to accommodate the proposed tower, if at all.
  - Any other information which may be requested by the Planning Department to fully evaluate and review the application and the potential impact of a proposed tower or antenna.

## Posting of Notification Signs on Property under Consideration for a Conditional Use Permit

Any person, firm or corporation requesting a zoning change, a conditional use permit (CUP), or a variance shall be required to erect and maintain a sign(s), to be inspected by the City, upon the property for which a variance or zoning change has been requested.

Such sign(s) shall be located as follows:

- (1) One (1) sign per street frontage shall be located within thirty feet (30') of the abutting street, or as determined by the City.
- (2) So as to be clearly visible and readable from the public right-of-way and not obstructed in any manner.
- (3) So as not to create a hazard to traffic on the public rights-of-way abutting the property.
- (4) On the subject property at least ten (10) days prior to the hearing of such zoning change request by the Planning and Zoning Commission, and to remain continuously on said property until final action by the City Council or withdrawal of the case by the applicant. Removal of the sign by the applicant prior to a recommendation by the Planning and Zoning Commission and/or a final decision by the City Council shall constitute a withdrawal of the request.
- (5) The signs shall be as follows:
  - A minimum sign size of 2 feet by 3 feet, but no larger than 4 feet by 4 feet
  - At least 2 feet above the ground
  - Blue or black lettering that is a minimum of 3 inches by 1/2 inch, on a white background
  - Message content as follows:

**PROPOSED (SPECIFY REQUEST)**  
Contact City of Pearland  
281-652-1765

- ❖ Signs must be professionally made; handwritten signs are not allowed.
- ❖ Signs must be freestanding and cannot be attached to a tree, fence, or building.

  
Signature

5-8-15  
Date

## **Additional Information:**

- Upon making an application for a conditional use permit, the applicant shall place sign(s) as required. The City shall inspect such sign(s) to ensure compliance as required by the UDC.
- After the conditional use permit request is approved by the City Council, denied by the City Council, or withdrawn by the applicant, the applicant shall remove the sign from the area of the request within ten (10) days of such event.
- It shall be unlawful for anyone to remove, destroy, deface or obstruct the view of a sign which gives notice that a zoning change or conditional use permit has been requested.
- In the event the applicant shall fail to erect and/or maintain signs in accordance with this section, then the public hearing before the Planning and Zoning Commission/City Council shall be postponed to a date in the future, which would allow time for compliance.
- The erection of any sign required by this section shall not require a permit under Section 4.1.2.6 of this UDC.
- The owner or applicant shall promptly notify the Planning Department of any sign required by this section, which becomes lost, stolen or vandalized. The Planning and Zoning Commission shall have the power to decide whether or not there has been substantial compliance with the posting requirements in the case of lost, stolen or vandalized signs.



## 297774 MCHARD RAW LAND

### SITE INFORMATION

**VZW SITE NAME:** MCHARD  
**VZW PROJECT NUMBER:** 20141068301  
**VZW SITE ADDRESS:** 15115 HOOPER RD 1/5 PEARLAND, TX 77584  
**COUNTY:** HARRIS  
**JURISDICTION:** CITY OF PEARLAND  
**SITE COORDINATES:** N 29° 35' 01.101" (LAT)  
W 95° 24' 15.825" (LON)  
**SITE TYPE:** RAWLAND  
**STRUCTURE TYPE:** MONOPOLE  
**TOWER HEIGHT:** 117' A.G.L.  
**VZW ANTENNA C.L. HEIGHT:** 113' A.G.L.  
**PROPERTY OWNER NAME:** SUSIE M. LORANCE  
**PROPERTY OWNER ADDRESS:** 2618 S PEACH HOLLOW CIRCLE PEARLAND, TX 77584-2091  
**POWER COMPANY:** CENTERPOINT ENERGY (713) 945-4412  
**TELEPHONE COMPANY:** AT&T (800) 499-7928  
**KIMLEY-HORN PROJECT MGR.:** TONY DAWSON

### PROJECT SCOPE OF WORK:

THIS PROJECT CONSISTS OF THE INSTALLATION OF NEW 116' MONOPOLE (DESIGNED BY OTHERS), FIBREBOND PRE-MANUFACTURED EQUIPMENT CABINET SKID W/GENERATOR, NEW H-FRAME UTILITY CENTER, NEW ANTENNAS AND HYBRID CABLES AND ALL ASSOCIATED WORK.

### DRIVING DIRECTIONS:

DEPART THE VERIZON WIRELESS OFFICE ON CICERO RD AND HEAD WEST TOWARD POINT SIX CIRCLE (0.1 MI). TURN RIGHT ONTO POINT SIX CIRCLE (0.1 MI). TURN RIGHT ONTO TX-6 (0.7 MI). TURN RIGHT ONTO UC-690 E (0.2 MI). TAKE RAMP AND FOLLOW SIGNS FOR UC-690 EAST (4.1 MI). TAKE RAMP RIGHT AND FOLLOW SIGNS FOR SAM HOUSTON TOLLWAY (8.5 MI). KEEP RIGHT TO STAY ON W SAM HOUSTON TLWY S (10.1 MI). ROAD NAME CHANGES TO S SAM HOUSTON TLWY E (7.3 MI). TAKE RAMP RIGHT FOR TX-8 E BELTWAY / S SAM HOUSTON PKWY W TOWARD KIRBY DR (0.3 MI). TURN RIGHT ONTO KIRBY DR (0.8 MI). TURN RIGHT ONTO FRUGE RD (0.2 MI). TURN LEFT ONTO HOOPER RD AND CONTINUE TO SITE ON LEFT SIDE OF ROAD.

THE CONTRACTOR MUST VERIFY ALL FIELD MEASUREMENTS AND CONDITIONS PRIOR TO BID AND TO COMMENCEMENT OF CONSTRUCTION.



### SHEET INDEX

| SHEET NO. | SHEET DESCRIPTION                |
|-----------|----------------------------------|
| T-1       | TITLE SHEET                      |
| -         | SURVEY (BY OTHERS)               |
| -         | SURVEY (BY OTHERS)               |
| C-1       | OVERALL SITE PLAN                |
| C-2       | ENLARGED SITE PLAN               |
| C-3       | GRADING PLAN                     |
| C-4       | FENCE AND COMPOUND DETAILS       |
| C-5       | TOWER ELEVATION AND DETAILS      |
| C-6       | MISCELLANEOUS DETAILS            |
| C-7       | --INTENTIONALLY OMITTED--        |
| C-8       | FOUNDATION DETAILS AND NOTES     |
| E-1       | ELECTRICAL PLAN                  |
| E-2       | ONE-LINE DIAGRAM AND DETAILS     |
| E-3       | GROUNDING PLAN                   |
| E-4       | GROUNDING DETAILS                |
| N-1       | GENERAL NOTES, AND ABBREVIATIONS |
| N-2       | GENERAL NOTES                    |
| N-3       | NOTES AND SPECIFICATIONS         |
| N-4       | NOTES AND SPECIFICATIONS         |
| N-5       | NOTES AND SPECIFICATIONS         |

### BUILDING CODES AND STANDARDS

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

BUILDING CODE: 2006 IBC  
 STRUCTURAL CODE: 2006 IBC  
 PLUMBING CODE: 2006 UPC  
 MECHANICAL CODE: 2006 UMC  
 ELECTRIC CODE: 2008 NEC  
 ENERGY CODE: 2006 IECC

DESIGN WIND SPEED: 139 MPH



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BEFORE YOU DIG**

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[www.cbyd.com](http://www.cbyd.com)



14123 CICERO RD.  
HOUSTON, TX. 77095  
PH: (713) 507-1955

PLANS PREPARED BY:

**Kimley»Horn**

655 NORTH FRANKLIN STREET, SUITE  
TAMPA, FL 33602  
PHONE (813) 620-1460  
WWW.KIMLEY-HORN.COM

REV. DATE DESCRIPTION

|   |          |                            |
|---|----------|----------------------------|
| 4 | 02/13/15 | REVISED RF PER UPDATED NGR |
| 3 | 02/09/15 | REVISED RF PER NGR         |
| 2 | 01/06/15 | REVISED FOUNDATION DESIGN  |
| 1 | 12/04/14 | REVISED SKID LAYOUT        |
| 0 | 11/07/14 | ISSUED FOR REVIEW          |

DRAWN BY: CHECKED BY:

JCM AWD

RHA PROJECT NUMBER:

148999054

ENGINEER SEAL



KEVIN S. GASKEY, PE  
TX PROFESSIONAL ENGINEER LIC. #69165  
TX CERTIFICATE OF AUTHORIZATION # F-000922

PROJECT INFORMATION:

MCHARD  
#297774

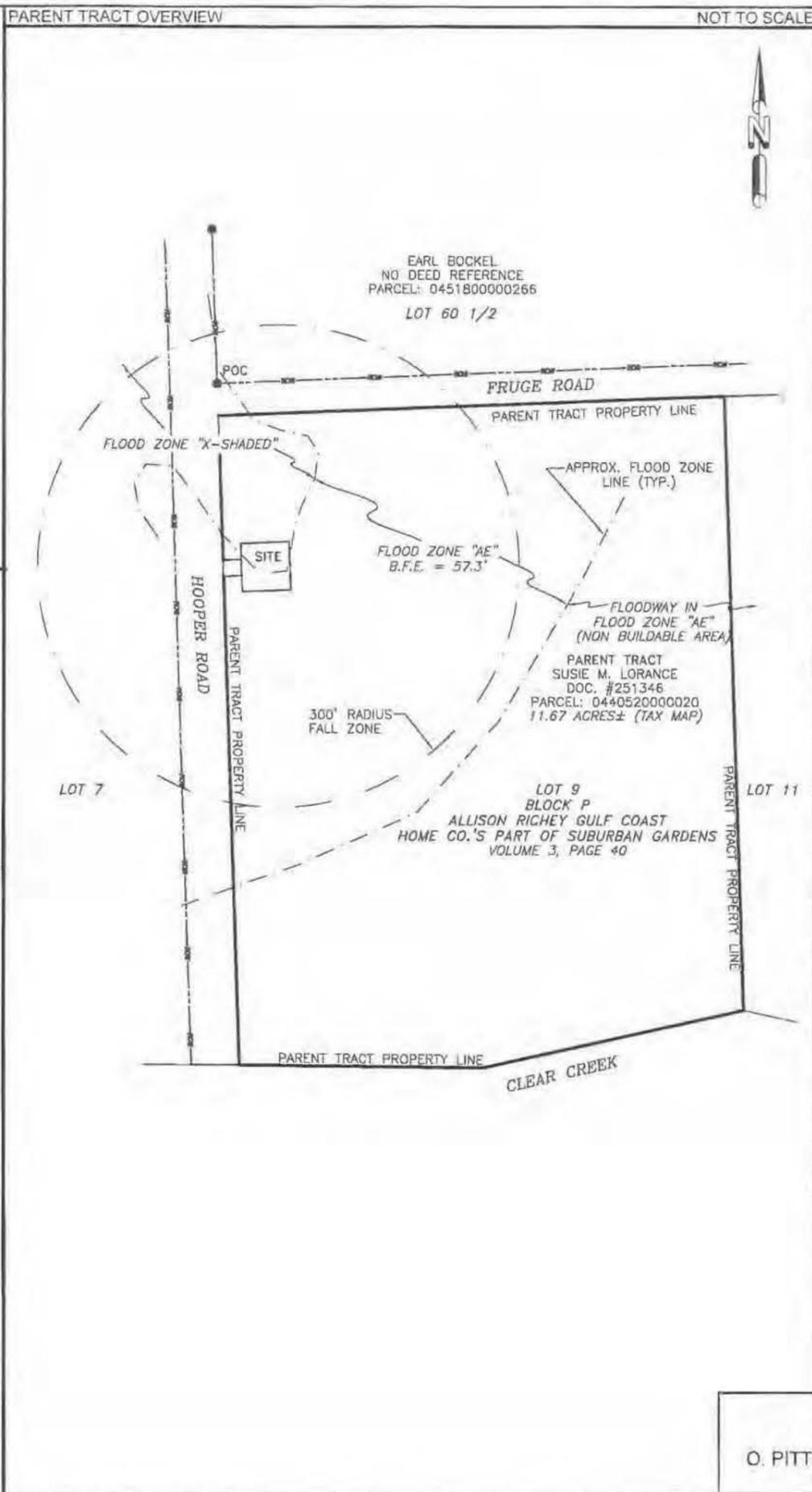
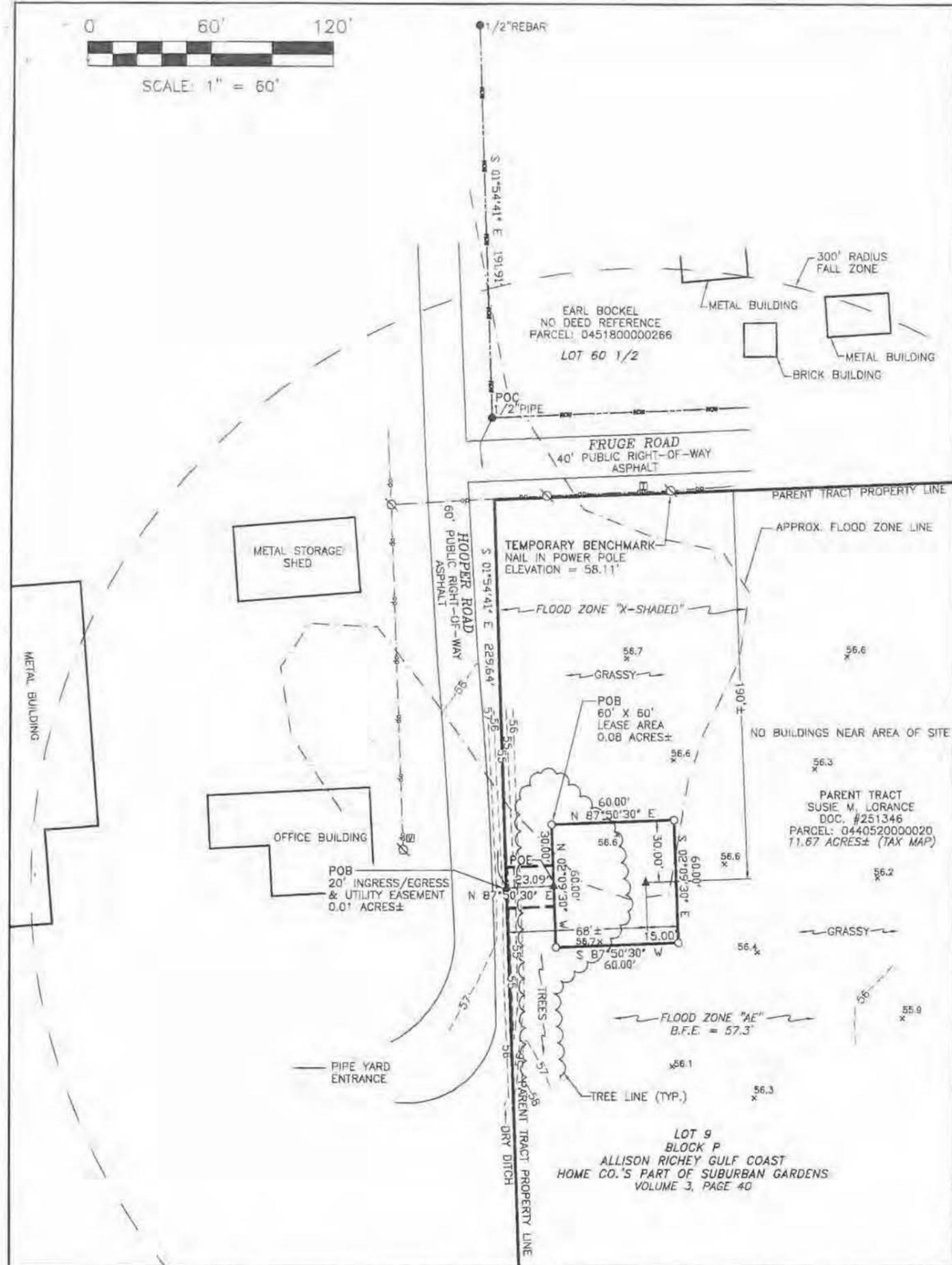
15115 HOOPER RD 1/5  
PEARLAND, TX 77584  
HARRIS COUNTY

SHEET TITLE:

TITLE  
SHEET

SHEET NUMBER:

T-1



| TOWER INFO   |                               |
|--|-------------------------------|
| LATITUDE: 29°35'01.101" NORTH                            | DATE: 09/09/14                |
| LONGITUDE: 95°24'15.825" WEST (NAD 83)                   | ISSUED FOR REVIEW: 10/20/14   |
| GROUND ELEVATION: 56.8' ABOVE MEAN SEA LEVEL (NAVD88)    | ADRESSED EXCEPTIONS: 10/23/14 |
| 911 SITE ADDRESS: 15115 HOOPER RD 1/5 PEARLAND, TX 77584 | CHANGED LEASE SIZE: 12/09/14  |
|  | REVISED B.F.E.: 12/09/14      |



| TEXAS SOUTH CENTRAL                         |                                       |
|---|---------------------------------------|
| GRID NORTH                                  | GRID TO TRUE NORTH CONVERGENCE: 1"48" |
| TRUE NORTH TO MAGNETIC DECLINATION: 2°50' E | COMBINED SCALE FACTOR: 0.999872628    |

| LEGEND |                          |
|--------|--------------------------|
| ○      | = 5/8" REBAR SET         |
| ●      | = FOUND PROPERTY MARKER  |
| POB    | = POINT OF BEGINNING     |
| POC    | = POINT OF COMMENCEMENT  |
| POE    | = POINT OF ENDING        |
| ▲      | = CALCULATED POINT       |
| (R)    | = REFERENCED INFORMATION |
| (M)    | = MEASURED               |
| ⊙      | = POWER POLE             |
| ⊕      | = GUY ANCHOR             |
| ⊞      | = POWER BOX              |
| ⊠      | = TELEPHONE PEDESTAL     |
| ⊞      | = VAULT                  |
| ---    | = RIGHT-OF-WAY           |
| —o—    | = OVERHEAD POWER         |

**Kimley»Horn**  
 655 NORTH FRANKLIN STREET  
 SUITE 150  
 TAMPA, FL 33602  
 PHONE (813) 620-1460  
 WWW.KIMLEY-HORN.COM

McHARD  
 PEARLAND  
 O. PITTS SURVEY, ABSTRACT 626  
 HARRIS COUNTY, TEXAS

**RAWLAND TOWER SURVEY**

SMW Engineering Group, Inc.  
 156 Business Center Drive  
 Birmingham, Alabama 35244  
 PH: 205-252-6985  
 www.smweng.com

14-123 CICERO RD.  
 HOUSTON, TX 77095  
 PH: (713) 507-1955

**verizon**wireless

| NO. | REVISION            | DATE     | BY |
|-----|---------------------|----------|----|
| A.  | ISSUED FOR REVIEW   | 09/09/14 | BC |
| B.  | ADRESSED EXCEPTIONS | 10/20/14 | BC |
| C.  | CHANGED LEASE SIZE  | 10/23/14 | BC |
| D.  | REVISED B.F.E.      | 12/09/14 | BC |

PROJECT NO: 14-1612  
 DRAWN BY: BC  
 CHECKED BY: ANK  
 FIELD CREW: JD  
 APPROVED BY: WHS  
 DATE: 09/09/14  
 SCALE: AS SHOWN  
 SHEET 1 OF 2

**PARENT TRACT (NO DEED REFERENCE)**

All of Lot 9, Block P, Allison Richey Gulf Coast Home Company's part of Suburban Gardens as recorded in Volume 3, Page 40 in the Office of Public Records of Harris County, Texas, lying in the O. Pitts Survey, Abstract 626 of said Harris County.

**60' X 60' LEASE AREA (AS SURVEYED)**

A lease area being a portion of Lot 9, Block P, Allison Richey Gulf Coast Home Company's part of Suburban Gardens as recorded in Volume 3, Page 40 in the Office of Public Records of Harris County, Texas, lying in the O. Pitts Survey, Abstract 626 of said Harris County and being more particularly described as follows:

Commence at a 1/2 inch pipe found marking the southwest corner of Lot 60 1/2 of said subdivision lying on the northerly right-of-way line of Fruge Road and easterly right-of-way line of Hooper Road, said pipe also lying S 01°54'41" E along said right-of-way line of Hooper Road for a distance of 191.91 feet from a 1/2 inch rebar found; thence run S 01°54'41" E along said right-of-way line for a distance of 229.64 feet to a point; thence N 87°50'30" E for a distance of 23.09 feet to a point; thence N 02°09'30" W for a distance of 30.00 feet to a 5/8" rebar set and the Point of Beginning; thence N 87°50'30" E for a distance of 60.00 feet to a 5/8" rebar set; thence S 02°09'30" E for a distance of 60.00 feet to a 5/8" rebar set; thence S 87°50'30" W for a distance of 60.00 feet to a 5/8" rebar set; thence N 02°09'30" W for a distance of 60.00 feet to the Point of Beginning. Said above described parcel contains 0.08 acres, more or less.

**20' INGRESS/EGRESS & UTILITY EASEMENT (AS SURVEYED)**

An easement being a portion of Lot 9, Block P, Allison Richey Gulf Coast Home Company's part of Suburban Gardens as recorded in Volume 3, Page 40 in the Office of Public Records of Harris County, Texas, lying in the O. Pitts Survey, Abstract 626 of said Harris County and being more particularly described as follows:

Commence at a 1/2 inch pipe found marking the southwest corner of Lot 60 1/2 of said subdivision lying on the northerly right-of-way line of Fruge Road and easterly right-of-way line of Hooper Road, said pipe also lying S 01°54'41" E along said right-of-way line of Hooper Road for a distance of 191.91 feet from a 1/2 inch rebar found; thence run S 01°54'41" E along said right-of-way line for a distance of 229.64 feet to the Point of Beginning of an Ingress/Egress and Utility Easement being 20 feet in width and lying 10 feet on each side of the following described centerline; thence N 87°50'30" E for a distance of 23.09 feet to the Point of Ending. The bounds of said described easement to adjoin lease area and right-of-way of Hooper Road contiguously, and contains 0.01 acres, more or less.

**SURVEYOR'S NOTES**

- This is a Rawland Tower Survey, made on the ground under the supervision of a Texas Registered Land Surveyor. Date of field survey is August 21, 2014.
- The following surveying instruments were used at time of field visit: Nikon NPL-352, Total Station, Reflectorless and Hiper + Legacy E RTK, GD 1HZ.
- Bearings are based on Texas South Central State Plane Coordinates NAD 83 by GPS observation.
- No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown.
- Benchmark used is a GPS Continuously Operating Reference Station, PID DF8781. Onsite benchmark is as shown hereon. Elevations shown are in feet and refer to NAVD 88.
- This survey was conducted for the purpose of a Rawland Tower Survey only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.
- Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.
- This Survey was conducted with the benefit of an Ownership and Encumbrance Report issued by Old Republic Title Residential Information Services dated October 23, 2014.
- Surveyor hereby states the Geodetic Coordinates and the elevation shown for the proposed centerline of the tower are accurate to within +/- 20 feet horizontally and to within +/- 3 feet vertically (FAA Accuracy Code 1A).
- Survey shown hereon conforms to the Minimum Requirements as set forth by the State Board for a Class "A" Survey.
- Field data upon which this map or plat is based has a closure precision of not less than one-foot in 15,000 feet (1":15,000') and an angular error that does not exceed 10 seconds times the square root of the number of angles turned. Field traverse was not adjusted.
- This survey is not valid without the original signature and the original seal of a state licensed surveyor and mapper.
- This survey does not constitute a boundary survey of the Parent Tract. Any parent tract property lines shown hereon are from supplied information and may not be field verified.
- Zoning for subject property is SP3 with a tower setback of the greater of 20% of tower height or 25' per client.

**PLOTTABLE EXCEPTIONS**

Ownership and Encumbrance Report issued by Old Republic Title Residential Information Services

| Exception No. | Instrument          | Comment                                 |
|---------------|---------------------|---|
| ①             | Plat Book 3, Pg. 40 | Affects; contains no surveying matters. |

**SURVEYOR'S CERTIFICATION**

I certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Texas to the best of my knowledge, information, and belief.

*William H. Sommerville, III*

William H. Sommerville, III  
Texas License No. 6094



**FLOOD NOTE**  
By graphic plotting only, the subject property appears to lie in Zone "X-Shaded" and Zone "AE" of the Flood Insurance Rate Map Community Panel No. 48201C1010L, which bears an effective date of 06/18/2007 and is in a special flood hazard area.  
Zone "X-Shaded": Areas of 0.2% annual chance flood.  
Zone "AE": Base Flood Elevations determined. (57.3')

**Kimley»Horn**

655 NORTH FRANKLIN STREET  
SUITE 150  
TAMPA, FL 33602  
PHONE (813) 620-1460  
WWW.KIMLEY-HORN.COM

McHARD  
PEARLAND  
O. PITTS SURVEY, ABSTRACT 626  
HARRIS COUNTY, TEXAS

| NO. | REVISION           | DATE     | BY |
|-----|--------------------|----------|----|
| A   | ISSUED FOR REVIEW  | 09/09/14 | BC |
| B   | ADDED EXCEPTIONS   | 10/29/14 | BC |
| C   | CHANGED LEASE SIZE | 10/31/14 | BC |
| D   | REVISED D.F.E.     | 12/09/14 | BC |

PROJECT NO.  
14-1812

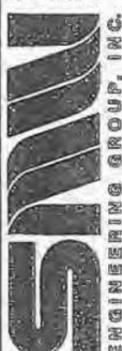
DRAWN BY: BC  
CHECKED BY: JAK  
DATE: 09/09/14  
SCALE: ND SCALE  
SHEET 2 OF 2

RAWLAND TOWER SURVEY

14123 CIGERO RD  
HOUSTON, TX 77085  
PH: (713) 507-1955



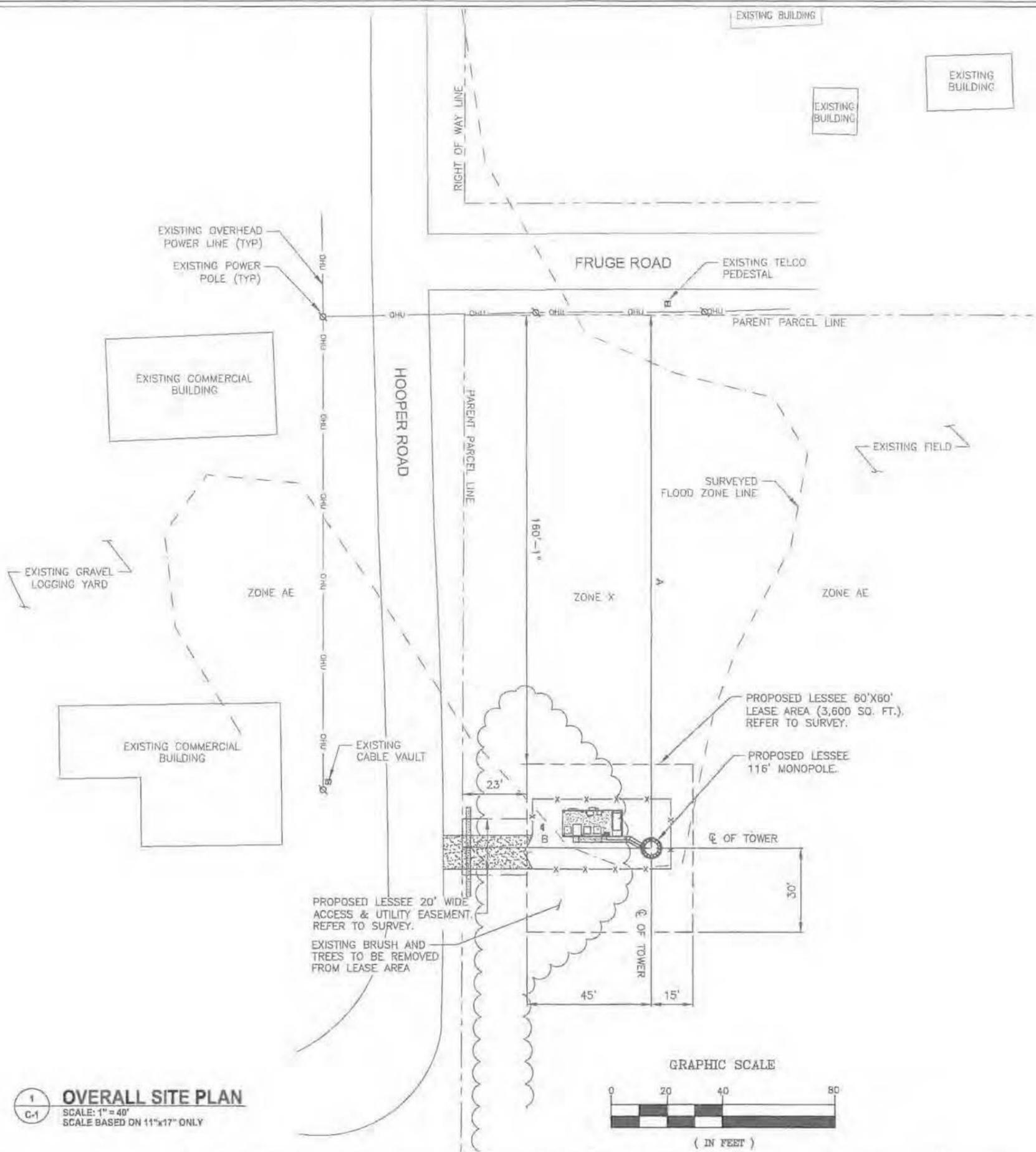
SMW Engineering Group, Inc.  
158 Business Center Drive  
Birmingham, Alabama 35244  
PH: 205-252-6985  
www.smweng.com



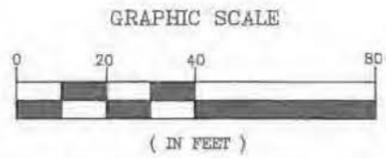
- GENERAL SITE NOTES:**
1. VEHICULAR USE: APPROXIMATE ONE TO THREE SITE VISITS PER MONTH.
  2. WATER AND SEWER: COMMUNICATION FACILITY SHALL NOT BE SERVICED BY WATER OR SEWER.
  3. USE: UNMANNED TELECOMMUNICATIONS RELAY EQUIPMENT.
  4. STORM WATER MANAGEMENT: EQUIPMENT OWNER TO ENSURE THAT THE SITE SHALL COMPLY WITH ALL STATE AND COUNTY STORM WATER REGULATIONS.

THE CONTRACTOR MUST FIELD VERIFY ALL MEASUREMENTS AND FIELD CONDITIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

| TOWER CENTER LINE TABLE |       |
|-------------------------|-------|
| A                       | 190'± |
| B                       | 68'±  |



**1 OVERALL SITE PLAN**  
 SCALE: 1" = 40'  
 SCALE BASED ON 11"x17" ONLY



**verizon**wireless  
 14123 CICERO RD.  
 HOUSTON, TX. 77095  
 PH: (713) 507-1955

PLANS PREPARED BY:

**Kimley»Horn**  
 655 NORTH FRANKLIN STREET, SUITE  
 TAMPA, FL 33602  
 PHONE (813) 620-1460  
 WWW.KIMLEY-HORN.COM

| REV. | DATE     | DESCRIPTION                |
|------|----------|----------------------------|
| 4    | 02/13/15 | REVISED RF PER UPDATED NCR |
| 3    | 02/09/15 | REVISED RF PER NCR         |
| 2    | 01/06/15 | REVISED FOUNDATION DESIGN  |
| 1    | 12/04/14 | REVISED SKID LAYOUT        |
| 0    | 11/07/14 | ISSUED FOR REVIEW          |

DRAWN BY: JCM CHECKED BY: AWD

KHA PROJECT NUMBER: 14899054

ENGINEER SEAL:

STATE OF TEXAS  
 KEVIN SCOTT GASKEY  
 69165  
 LICENSED PROFESSIONAL ENGINEER  
 KEVIN S. GASKEY, P.E.  
 TX PROFESSIONAL ENGINEER LIC. #69165  
 TX CERTIFICATE OF AUTHORIZATION # F-000922

PROJECT INFORMATION:  
 MCHARD  
 #297774  
 15115 HOOPER RD 1/5  
 PEARLAND, TX 77584  
 HARRIS COUNTY

SHEET TITLE:  
**OVERALL SITE PLAN**

SHEET NUMBER:  
**C-1**



THE CONTRACTOR MUST FIELD VERIFY ALL MEASUREMENTS AND FIELD CONDITIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

LEGEND

|  |                       |
|--|-----------------------|
|  | EXISTING CONTOUR LINE |
|  | PROPOSED CONTOUR LINE |
|  | PROPOSED SILT FENCE   |
|  | PROPOSED SPOT GRADE   |



**verizon**wireless

14123 CICERO RD.  
HOUSTON, TX. 77095  
PH: (713) 507-1955

PLANS PREPARED BY

**Kimley»Horn**

655 NORTH FRANKLIN STREET, SUITE  
TAMPA, FL 33602  
PHONE (813) 620-1460  
WWW.KIMLEY-HORN.COM

REV: DATE: DESCRIPTION

|   |          |                            |
|---|----------|----------------------------|
| 4 | 02/13/15 | REVISED RF PER UPDATED NCR |
| 3 | 02/09/15 | REVISED RF PER NCR         |
| 2 | 01/06/15 | REVISED FOUNDATION DESIGN  |
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| 0 | 11/07/14 | ISSUED FOR REVIEW          |

DRAWN BY: CHECKED BY:

JCM AWD

KHA PROJECT NUMBER  
148999054

ENGINEER SEAL



KEVIN S. GASK, PE  
TX PROFESSIONAL ENGINEER LIC. #69165  
TX CERTIFICATE OF AUTHORIZATION# F-000926

PROJECT INFORMATION:

MCHARD  
#297774

15115 HOOPER RD 1/5  
PEARLAND, TX 77584  
HARRIS COUNTY

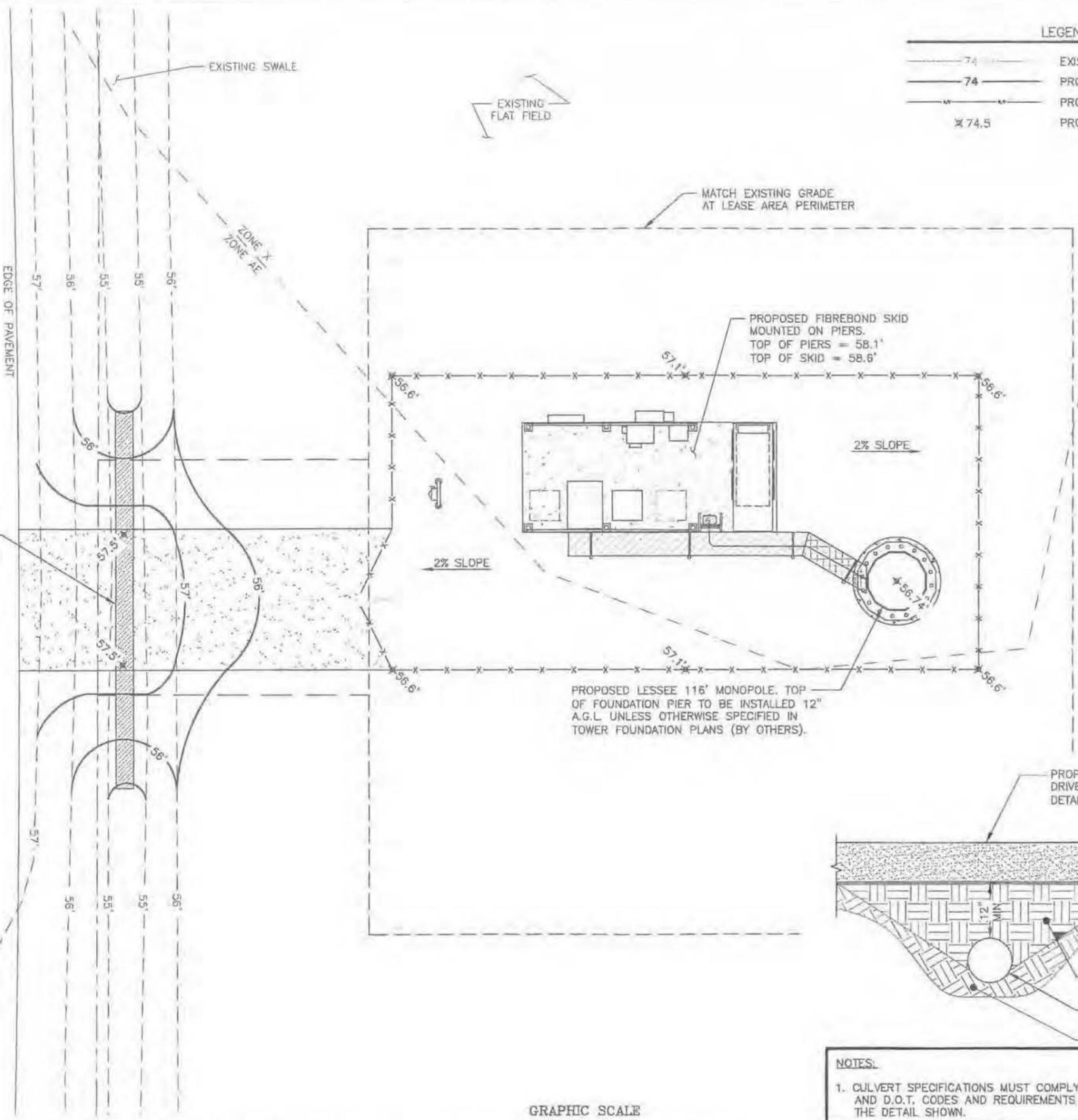
SHEET TITLE:

GRADING  
PLAN

SHEET NUMBER:

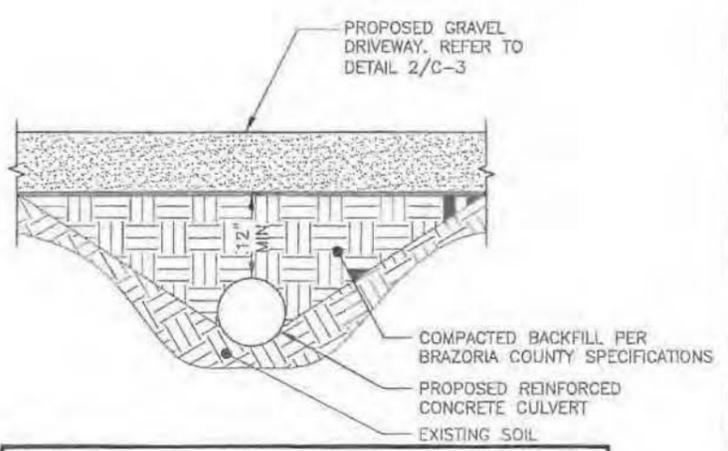
C-3

EDGE OF PAVEMENT  
HOOPER ROAD  
EDGE OF PAVEMENT



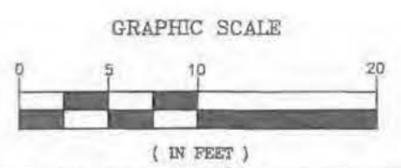
RCP SPECIFIED AND INSTALLED BY BRAZORIA COUNTY BUT PROVIDED BY CONTRACTOR. CONTRACTOR TO CONTACT COUNTY TO APPLY FOR DRIVEWAY PERMIT AND SCHEDULE CULVERT SIZING & INSTALLATION.

PROPOSED LESSEE 116' MONOPOLE. TOP OF FOUNDATION PIER TO BE INSTALLED 12" A.G.L. UNLESS OTHERWISE SPECIFIED IN TOWER FOUNDATION PLANS (BY OTHERS).

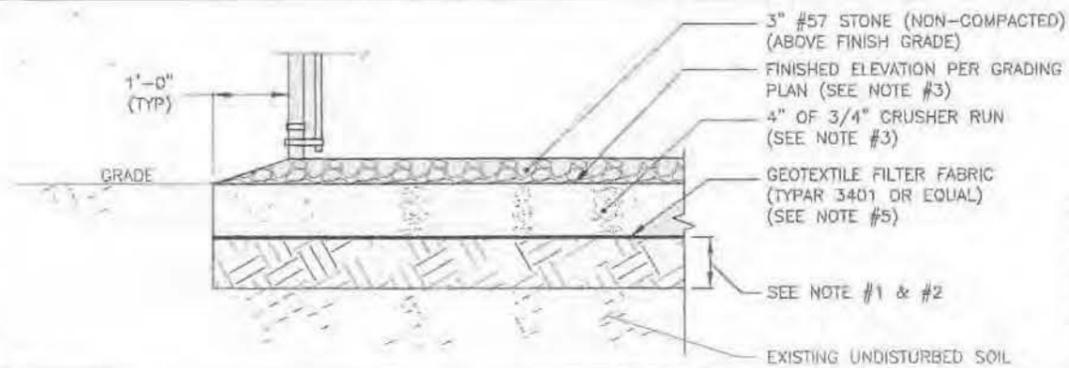


NOTES:  
1. CULVERT SPECIFICATIONS MUST COMPLY WITH LOCAL, COUNTY AND D.O.T. CODES AND REQUIREMENTS IF THEY DIFFER FROM THE DETAIL SHOWN.

**1 GRADING PLAN**  
SCALE: 1" = 10'  
SCALE BASED ON 11"x17" ONLY

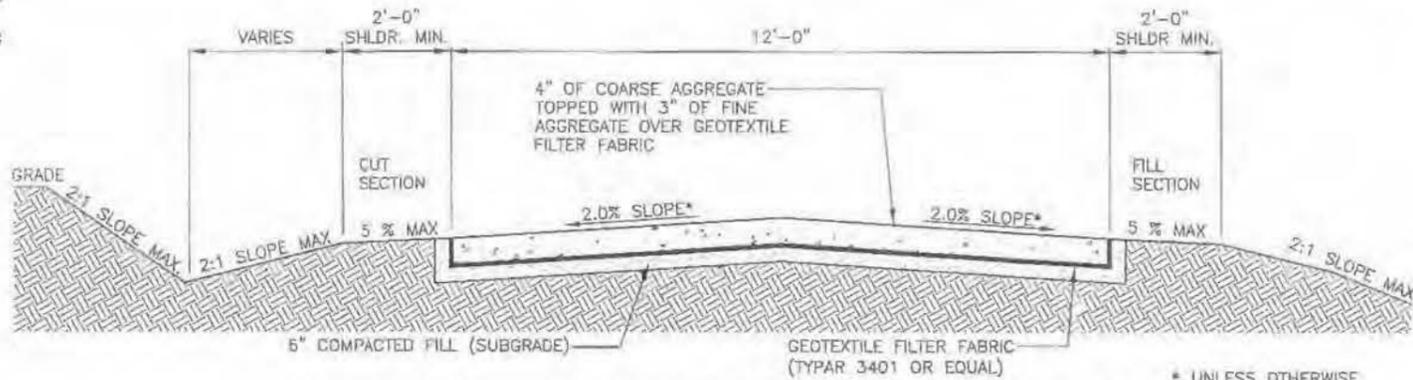


**1 ROAD CULVERT SECTION**  
SCALE: N.T.S.



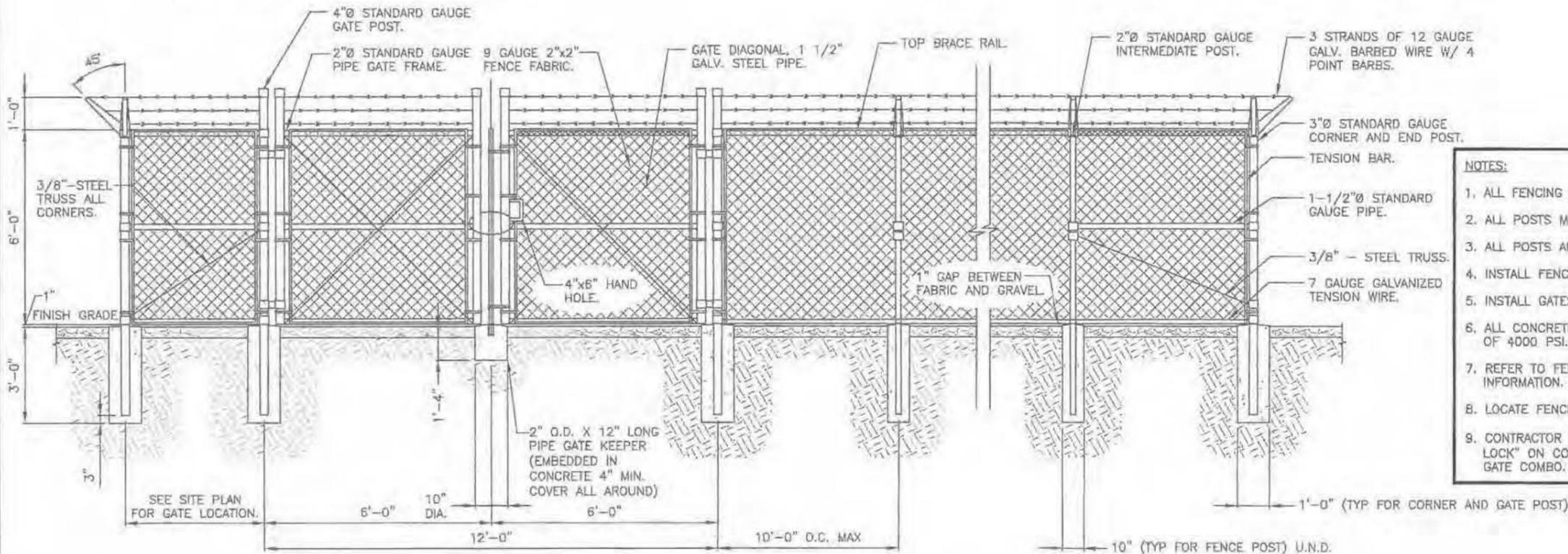
- NOTES:**
- EXCAVATE TOP 4" OF SOIL CLEAR & GRUB 6" BELOW EXCAVATED 4". PROOF ROLL TO DETERMINE SUITABILITY & REPLACE AS REQUIRED W/ STRUCTURAL FILL. COMPACT TO 95% OF MAXIMUM DENSITY, AS DETERMINED PER ASTM D1557, TO A MINIMUM DEPTH OF 6".
  - DEPTH OF FILL TO BE ADJUSTED AS REQUIRED TO MEET FINAL ELEVATION SHOWN ON GRADING PLAN. STRUCTURAL FILL SHALL BE GRANULAR FREE-DRAINING MATERIAL FREE OF DEBRIS, ORGANICS, REFUSE AND OTHERWISE DELETERIOUS MATERIALS. MATERIAL SHALL BE PLACED IN LIFTS NO GREATER THAN 12" IN DEPTH AND COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED PER ASTM D1557.
  - INSTALL 4" OF 3/4" CRUSHER RUN. COMPACT TO 95% OF MAXIMUM DENSITY AS DETERMINED PER ASTM D1557. TOP OF CRUSHER RUN CONSIDERED FINISH GRADE AND IS TO BE SLOPED PER GRADING PLAN.
  - PRIOR TO LAYING THE FABRIC & STONE, THE COMPOUND SHOULD BE STERILIZED WITH ENVIRONMENTALLY SAFE WEED KILLER, AND TREATED WITH ENVIRONMENTALLY SAFE HERBICIDE.
  - LAY GEOTEXTILE FABRIC OVER COMPACTED SOIL AND LAP ALL JOINTS A MINIMUM OF 12 INCHES.
  - SITE WILL BE GRADED TO ALLOW DRAINAGE AWAY FROM TOWER AND SHELTER.
  - AFTER PROJECT COMPLETION ALL DISTURBED AREAS OUTSIDE OF COMPOUND MUST BE SEEDED WITH LOW MAINTENANCE GRASS.

**1**  
C-4 **TYPICAL COMPOUND DETAIL**  
SCALE: N.T.S.



- NOTES:**
- STONE SHALL BE COMPACTED 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557.
  - PRIOR TO LAYING THE STONE THE ACCESS ROADWAY SHOULD BE CLEARED OF ALL ORGANIC MATTER, STERILIZED WITH ENVIRONMENTALLY SAFE WEED KILLER, AND TREATED WITH ENVIRONMENTALLY SAFE HERBICIDE.
  - A MINIMUM TURNING RADIUS OF THE ACCESS ROAD SHALL BE 55 DEGREES FOR THE SHELTER DELIVERY.
  - THE MAXIMUM LONGITUDINAL SLOPE OF THE ACCESS ROAD SHALL NOT EXCEED 10%.
  - CONTRACTOR, AT MINIMUM, MUST REMOVE OR TRIM ALL TREES THAT ARE WITHIN 3' OF THE ACCESS ROAD ON BOTH SIDES.

**2**  
C-4 **TYPICAL ACCESS ROAD SECTION**  
SCALE: N.T.S.



- NOTES:**
- ALL FENCING MATERIAL MUST BE GALVANIZED.
  - ALL POSTS MUST HAVE STEEL CAPS.
  - ALL POSTS AND BRACING MUST BE SCH. 40
  - INSTALL FENCING PER ASTM F-567
  - INSTALL GATES PER ASTM F-900
  - ALL CONCRETE FOUNDATIONS TO HAVE A MINIMUM OF 4000 PSI.
  - REFER TO FENCE SPECIFICATIONS FOR FURTHER INFORMATION.
  - LOCATE FENCE AS SHOWN ON SITE PLAN.
  - CONTRACTOR TO PROVIDE AND INSTALL "STYMIER LOCK" ON COMPOUND GATE, WORK WITH CLIENT ON GATE COMBO.

**3**  
C-4 **CHAIN LINK FENCE DETAIL**  
SCALE: N.T.S.



14123 CICERO RD.  
HOUSTON, TX. 77095  
PH: (713) 507-1955

PLANS PREPARED BY:



555 NORTH FRANKLIN STREET, SUITE  
TAMPA, FL 33602  
PHONE (813) 520-1460  
WWW.KIMLEY-HORN.COM

REV. DATE. DESCRIPTION

| REV. | DATE     | DESCRIPTION                |
|------|----------|----------------------------|
| 4    | 02/13/15 | REVISED RF PER UPDATED NCR |
| 3    | 02/09/15 | REVISED RF PER NCR         |
| 2    | 01/06/15 | REVISED FOUNDATION DESIGN  |
| 1    | 12/04/14 | REVISED SKID LAYOUT        |
| 0    | 11/07/14 | ISSUED FOR REVIEW          |

DRAWN BY: CHECKED BY:

JCM AWD

KHA PROJECT NUMBER:

14899054

ENGINEER SEAL



KEVIN S. GASKEY, PE  
TX PROFESSIONAL ENGINEER LIC. #69165  
TX CERTIFICATE OF AUTHORIZATION # F-000923

PROJECT INFORMATION:

MCHARD  
#297774

15115 HOOPER RD 1/5  
PEARLAND, TX 77584  
HARRIS COUNTY

SHEET TITLE:

**FENCE AND COMPOUND DETAIL**

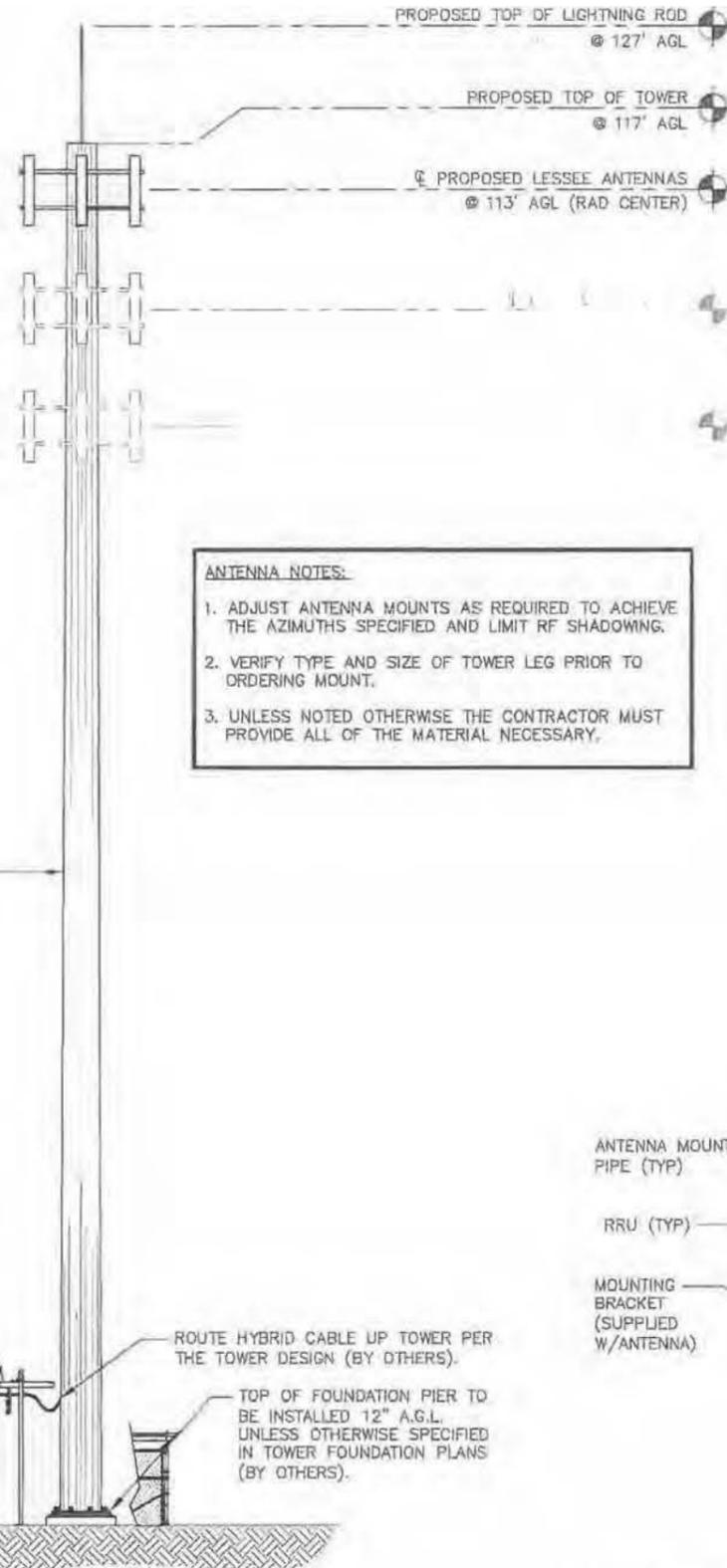
SHEET NUMBER:

C-4

**NOTES:**

1. THESE DRAWINGS SHALL NOT BE RELIED UPON AS AN INDICATION THAT THE TOWER STRUCTURE, ITS COMPONENTS, AND ITS FOUNDATION HAVE ADEQUATE STRUCTURAL CAPACITY TO SUPPORT ALL EXISTING AND PROPOSED ANTENNAS, MOUNTS, EQUIPMENT, AND HYBRID CABLES. KIMLEY-HORN HAS NOT PERFORMED A STRUCTURAL ANALYSIS ON THE TOWER, FOUNDATION, ANTENNA MOUNT, AND ALL ITS COMPONENTS. IT IS THE RESPONSIBILITY OF THE OWNER TO HAVE A STRUCTURAL ANALYSIS PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS PRIOR TO THE INSTALLATION OF ANY PROPOSED EQUIPMENT, HYBRID CABLES, ANTENNAS, OR APPURTENANCES ON THE TOWER. THIS STRUCTURAL ANALYSIS SHALL BE SIGNED AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER.
2. IF ANY WORK IS PERFORMED AT THIS SITE THAT REQUIRES THE SITE TO BE OFF AIR OR TURNED DOWN, THE SWITCH IS TO BE NOTIFIED 48 HOURS PRIOR TO CONSTRUCTION VIA NCR/CTS.
3. INSTALLATION SHALL BE CONDUCTED BY FIELD CREWS EXPERIENCED IN THE ASSEMBLY AND ERECTION OF RADIO ANTENNAS, TRANSMISSION LINES, AND SUPPORT STRUCTURES. ANTENNA WORK TO BE INSTALLED PER THE REQUIREMENTS OF THE TOWER MANUFACTURER'S SPECIFICATION.
4. ANTENNA AND MOUNT DESIGN MUST COMPLY WITH TIA-EIA-222-G AND ALL LOCAL CODES.
5. CONTRACTOR TO PROVIDE THE PROPER HYBRID JUMPER SUPPORT ATTACHMENTS TO THE TOWER AND ANTENNA MOUNT.

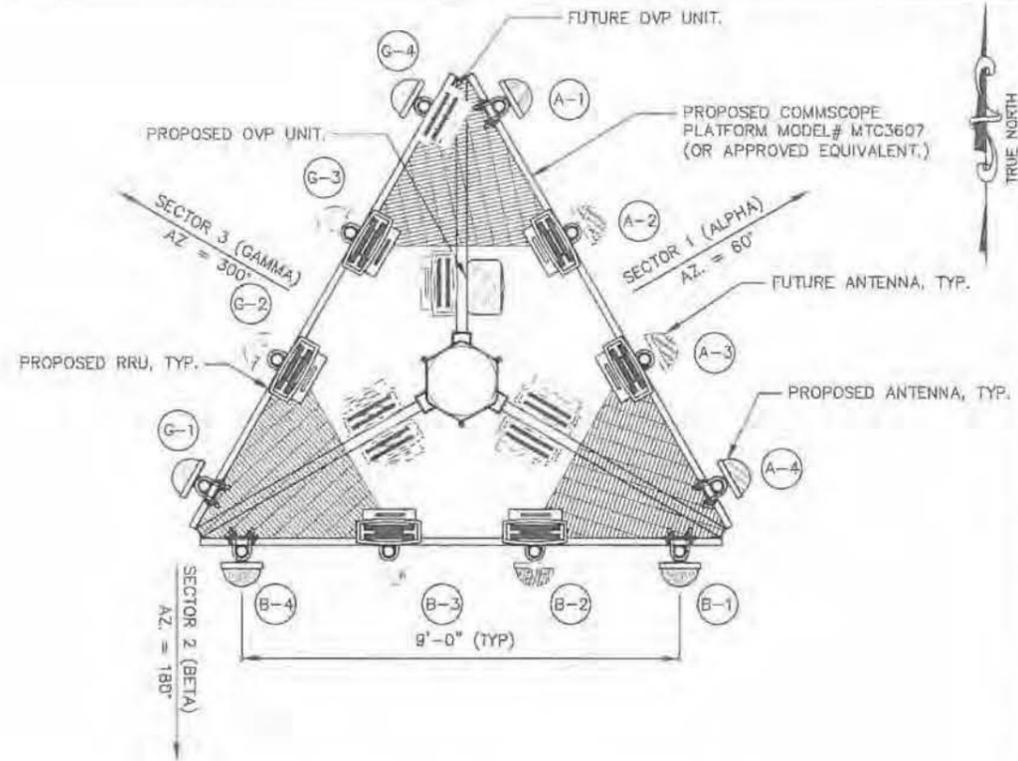
THE CONTRACTOR MUST FIELD VERIFY ALL MEASUREMENTS AND FIELD CONDITIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.



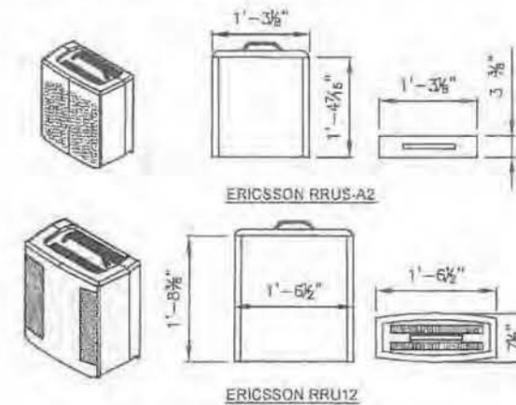
**1 TOWER ELEVATION**  
SCALE: N.T.S.

**ANTENNA NOTES:**

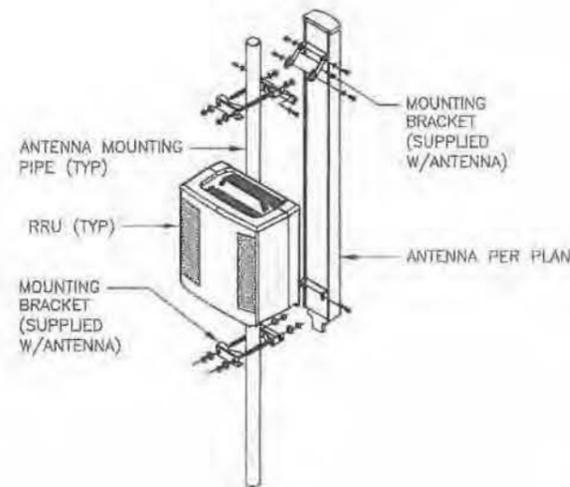
1. ADJUST ANTENNA MOUNTS AS REQUIRED TO ACHIEVE THE AZIMUTHS SPECIFIED AND LIMIT RF SHADOWING.
2. VERIFY TYPE AND SIZE OF TOWER LEG PRIOR TO ORDERING MOUNT.
3. UNLESS NOTED OTHERWISE THE CONTRACTOR MUST PROVIDE ALL OF THE MATERIAL NECESSARY.



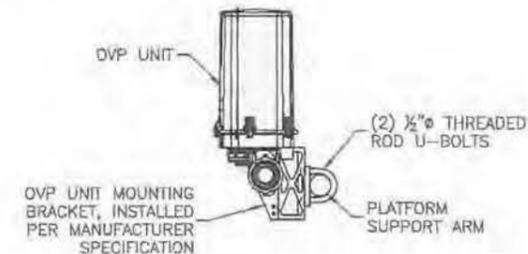
**2 ANTENNA CONFIGURATION DETAIL**  
SCALE: N.T.S.



**3 RRU DETAILS**  
SCALE: N.T.S.



**3 ANTENNA MOUNTING DETAIL**  
SCALE: N.T.S.



**4 OVP UNIT CONNECTION DETAIL**  
SCALE: N.T.S.



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| REV# | DATE     | DESCRIPTION                | BY  |
|------|----------|----------------------------|-----|
| 4    | 02/13/15 | REVISED RF PER UPDATED NCR | JCM |
| 3    | 02/09/15 | REVISED RF PER NCR         | JCM |
| 2    | 01/06/15 | REVISED FOUNDATION DESIGN  | JCM |
| 1    | 12/04/14 | REVISED SKID LAYOUT        | JCM |
| 0    | 11/07/14 | ISSUED FOR REVIEW          | JCM |

DRAWN BY: JCM  
CHECKED BY: AWED

KHA PROJECT NUMBER: 148990054

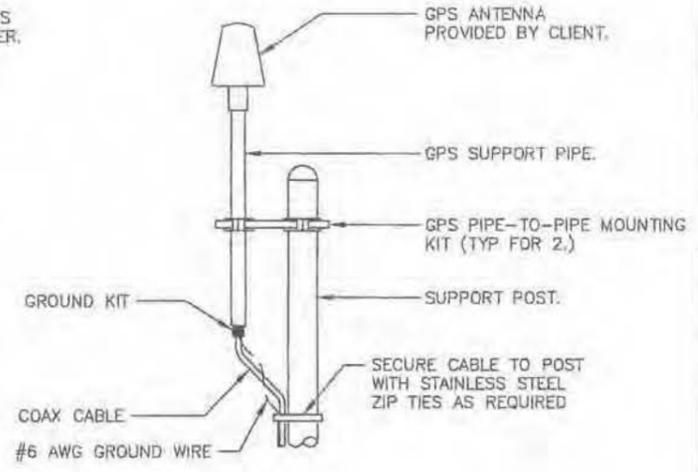
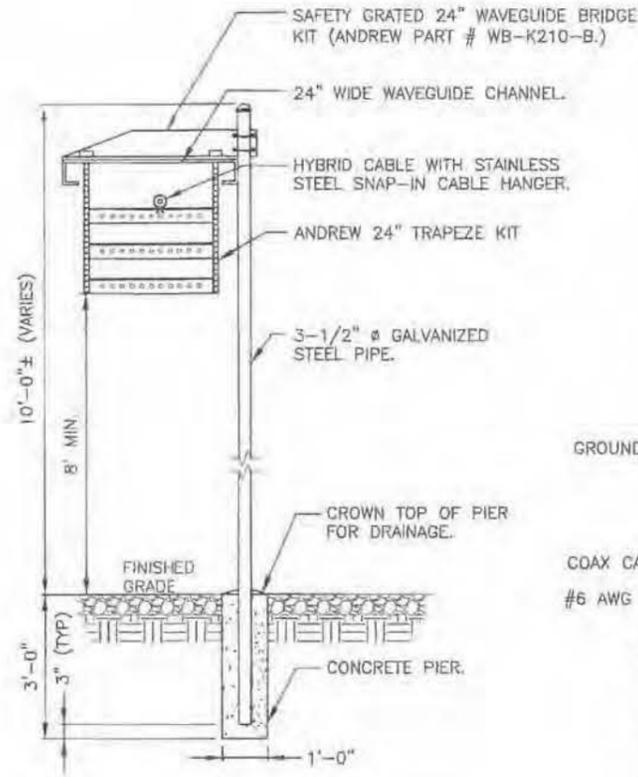
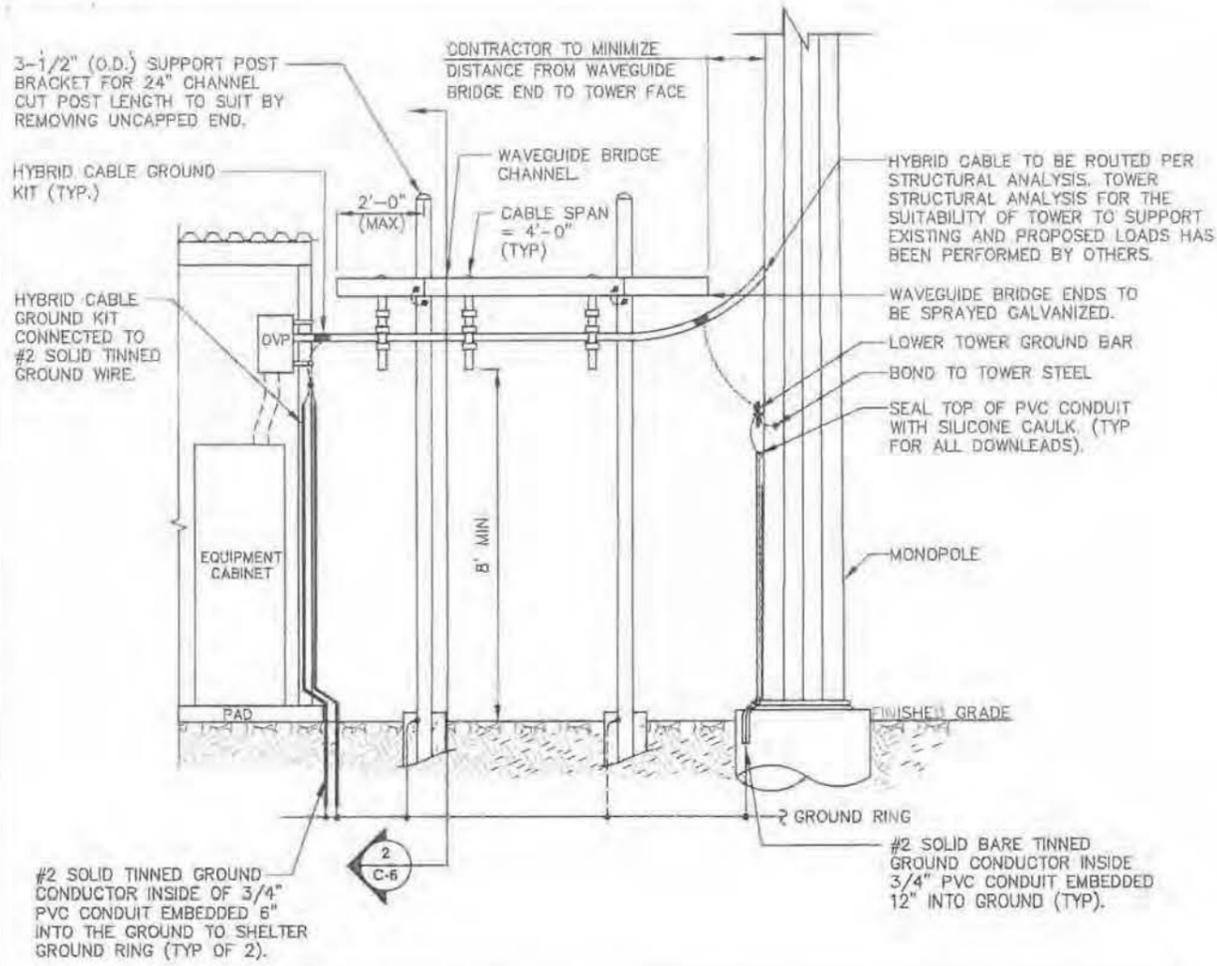


PROJECT INFORMATION

MCHARD  
#297774  
15115 HOOPER RD 1/5  
PEARLAND, TX 77584  
HARRIS COUNTY

SHEET TITLE: **TOWER ELEVATION AND DETAILS**

SHEET NUMBER: **C-5**



- NOTES:**
1. MAXIMUM ALLOWABLE SPAN BETWEEN SUPPORTS ON A CONTINUOUS SINGLE SECTION OF BRIDGE CHANNEL SHALL BE 8'
  2. WHEN SPLICING BRIDGE CHANNEL SECTIONS, THE SPLICE SHOULD BE PROVIDED AT THE SUPPORT, IF POSSIBLE, OR AT A MAXIMUM OF 2 FEET FROM THE SUPPORT.
  3. SUPPORT SHOULD BE PROVIDED AS CLOSE AS POSSIBLE TO THE ENDS OF WAVEGUIDE BRIDGES, WITH A MAXIMUM CANTILEVER DISTANCE OF 2 FEET FROM THE SUPPORT TO THE FREE END OF THE WAVEGUIDE BRIDGE.
  4. CUT BRIDGE CHANNEL SECTIONS SHALL HAVE RAW EDGES PAINTED WITH 3 COATS OF ZINC RICH PAINT.
  5. DEVIATIONS FROM STANDARDS FOR COMPONENT INSTALLATIONS ARE PERMITTED WITH THE RESPECTIVE MANUFACTURER'S APPROVAL.
  6. DEVIATIONS FROM WAVEGUIDE BRIDGE FOUNDATIONS SHOWN ON SITE SPECIFIC DRAWINGS OR STANDARD DETAILS REQUIRE ENGINEERING APPROVAL.
  7. ALL ANTENNA CABLE CONNECTIONS AND TRANSMITTER EQUIPMENT SHALL BE AS SPECIFIED BY THE OWNER AND IS NOT INCLUDED IN THESE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL FURNISH ALL CONNECTION HARDWARE REQUIRED TO SECURE THE CABLES. CONNECTION HARDWARE SHALL BE STAINLESS STEEL.

- NOTES:**
1. ALL SUPPORT POSTS MUST BE GROUNDED.
  2. GROUNTING NOT SHOWN FOR CLARITY.
  3. HYBRID CABLE QTY. AND LOCATION MAY VARY.
  4. CONTRACTOR TO SUPPLY ALL MATERIAL UNLESS OTHERWISE NOTED.

- NOTES:**
1. CONTRACTOR TO SUPPLY ALL MATERIAL UNLESS OTHERWISE NOTED.
  2. GPS ANTENNA MUST BE IN A LOCATION TO BE ABLE TO RECEIVE CLEAR SIGNALS FROM A MINIMUM OF 4 SATELLITES.
  3. LOCATION OF ANTENNA MUST BE IN CLEAR VIEW OF THE SKY, WITHOUT ANY OBSTRUCTION OR BLOCKAGE EXCEEDING 25% OF THE SURFACE AREA OF A HEMISPHERE AROUND THE GPS ANTENNA.

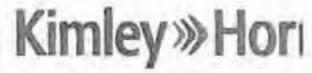
**1 WAVEGUIDE BRIDGE ELEVATION**  
SCALE: N.T.S.

**2 WAVEGUIDE BRIDGE SECTIONS**  
SCALE: N.T.S.

**3 GPS ANTENNA DETAIL**  
SCALE: N.T.S.



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| 0    | 11/07/14 | ISSUED FOR REVIEW          |

DRAWN BY: JCM CHECKED BY: AWD

101A PROJECT NUMBER: 148989054

ENGINEER SEAL:

KEVIN S. GASKEY, PE  
TX PROFESSIONAL ENGINEER LIC. #69165  
TX CERTIFICATE OF AUTHORIZATION # F-00092E

PROJECT INFORMATION

MCHARD  
#297774

15115 HOOPER RD 1/5  
PEARLAND, TX 77584  
HARRIS COUNTY

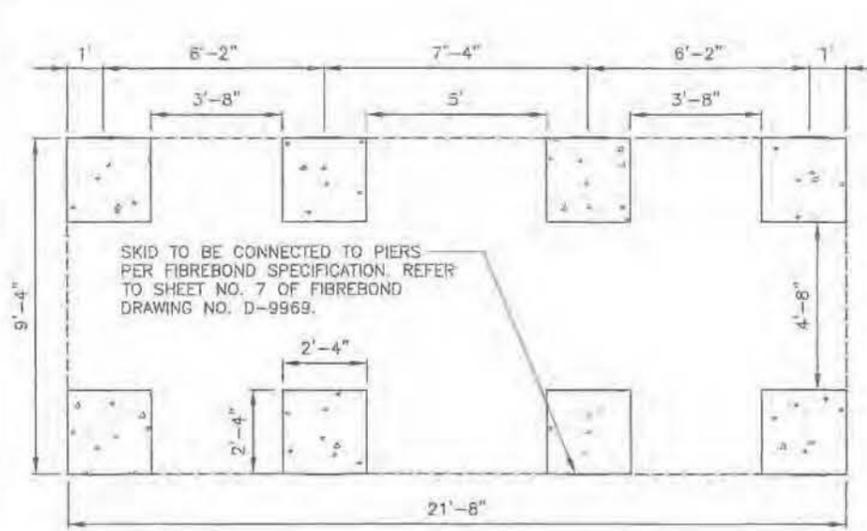
SHEET TITLE: MISCELLANEOUS DETAILS

SHEET NUMBER: C-6

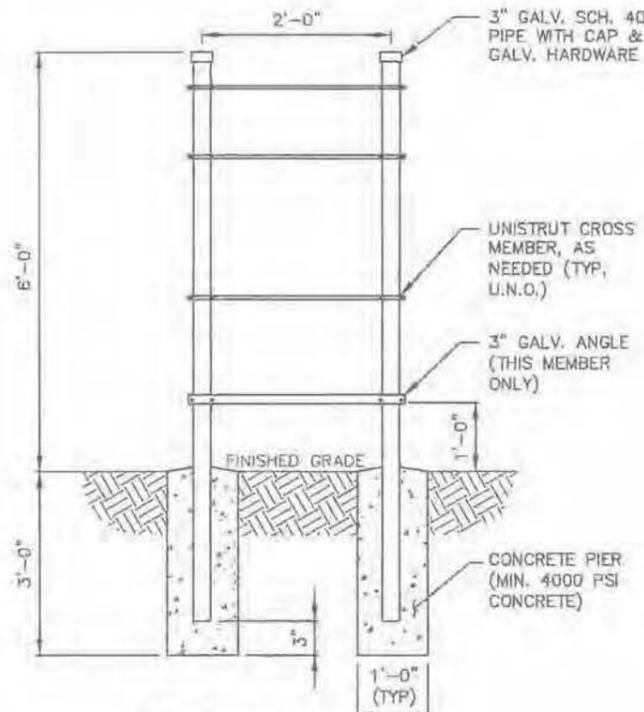
**STRUCTURAL NOTES:**

1. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED BY FIELD MEASUREMENT. THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ARCHITECT/ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIALS OR PROCEEDING WITH CONSTRUCTION.
2. THE GENERAL CONTRACTOR AND HIS SUB CONSULTANTS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS WHICH MAY BE REQUIRED FOR THE WORK.
3. STRUCTURAL STEEL SHALL CONFORM TO SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS, AISC 360-05 INCLUDING THE COMMENTARY AND THE AISC CODE OF STANDARD PRACTICE.
4. STRUCTURAL STEEL PLATES, ANGLES, AND CHANNELS SHALL CONFORM TO ASTM A36. STRUCTURAL STEEL PIPES SHALL CONFORM TO ASTM A53 GRADE B. STRUCTURAL STEEL BEAMS SHALL CONFORM TO ASTM A992, GRADE 50. ALL STRUCTURAL STEEL TUBING SHALL CONFORM TO ASTM A500 GRADE B. ALL STRUCTURAL STEEL COMPONENTS AND FABRICATED ASSEMBLIES SHALL BE HOT DIP GALVANIZED-ASTM A123 AFTER FABRICATION. FIELD TOUCH UP WITH 3 COATS OF ZINC RICH PAINT ALL RAW EDGES AND/OR AREAS WHERE THE GALVANIZED FINISH HAS BEEN DISTURBED (ALL EXISTING AND NEW AREAS).
5. WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS 01.1). STRUCTURAL WELDING CODE-STEEL WELD ELECTRODES SHALL BE E70XX. FIELD TOUCH UP WITH ZINC RICH PAINT (ALL EXISTING AND NEW AREAS) AFTER WELDING IS COMPLETE.
6. ALL THREADED STRUCTURAL FASTENERS FOR ANTENNA SUPPORT ASSEMBLIES SHALL CONFORM TO ASTM A307 OR ASTM A36. ALL STRUCTURAL FASTENERS FOR STRUCTURAL STEEL FRAMING SHALL CONFORM TO ASTM A325. FASTENERS SHALL BE 5/8 INCH MIN. UNLESS NOTED OTHERWISE. DIAMETER BEARING TYPE CONNECTIONS WITH THREADS EXCLUDED IN THE SHEAR PLANE. ALL EXPOSED FASTENERS, NUTS AND WASHERS SHALL BE GALVANIZED UNLESS OTHERWISE NOTED. CONCRETE EXPANSION ANCHORS SHALL BE HILTI KWIK BOLTS UNLESS OTHERWISE NOTED. ALL ANCHORS INTO CONCRETE SHALL BE STAINLESS STEEL.
7. ALL REINFORCING STEEL SHALL CONFORM TO ASTM 615 GRADE 60, DEFORMED BILLET STEEL BARS. WELDED WIRE FABRIC REINFORCING SHALL CONFORM TO ASTM A185.
8. CONCRETE FOR THE FOUNDATION PAD SHALL BE 4000 PSI NORMAL WEIGHT CONCRETE. CONCRETE STRENGTH SHALL BE VERIFIED BY CONCRETE CYLINDER TESTS (A MINIMUM SET OF FOUR CYLINDERS). PROVIDE 4 TO 6% AIR ENTRAINMENT FOR ALL CONCRETE SUBJECT TO FREEZE - THAW CYCLE.
9. MINIMUM CONCRETE COVER REINFORCEMENT SHALL BE 2" UNLESS NOTED OTHERWISE. CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH SHALL HAVE A MINIMUM CONCRETE COVER OF 3".
10. CONTRACTOR SHALL COORDINATE ALL PENETRATIONS, CONDUIT, CHAMFERS, AND EMBEDDED ITEMS PRIOR TO CONCRETE PLACEMENT AND/OR STEEL ERECTION. CONTRACTOR SHALL VERIFY ALL SIZES AND LOCATIONS.
11. DO NOT IMPOSE SERVICE LOAD (i.e. FLOOR DEAD AND LIVE LOADS, BACKFILL, ETC.) UNTIL THE CONCRETE HAS REACHED ITS SPECIFIED MINIMUM COMPRESSIVE STRENGTH.
12. BACKFILL SHALL BE CLEAN SAND FILL APPROVED FOR USE BY THE ENGINEER. NO UNAPPROVED MATERIAL WILL BE ALLOWED. CLEAN SAND FILL SHALL BE FREE OF ALL ROOTS, BOULDERS, OR OTHER DELETERIOUS MATERIAL.
13. SOIL SHALL BE COMPACTED TO 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY TO A MINIMUM OF 2 FEET BELOW THE BOTTOM OF THE FOOTINGS, AND SHALL OBTAIN A 2000 PSF MINIMUM ALLOWABLE BEARING CAPACITY.

IT IS THE CLIENT'S RESPONSIBILITY TO VERIFY THE STRUCTURAL CAPACITY OF THE PROPOSED TOWER AND ITS FOUNDATION TO RESIST THE WIND/GRAVITY LOADS FROM THE PROPOSED STRUCTURES.

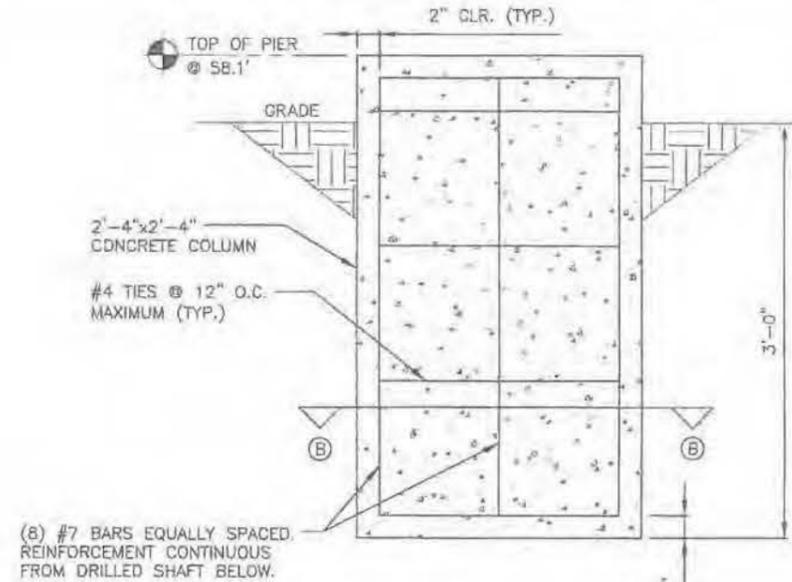


**1 PIER FOUNDATION PLAN**  
SCALE: N.T.S.

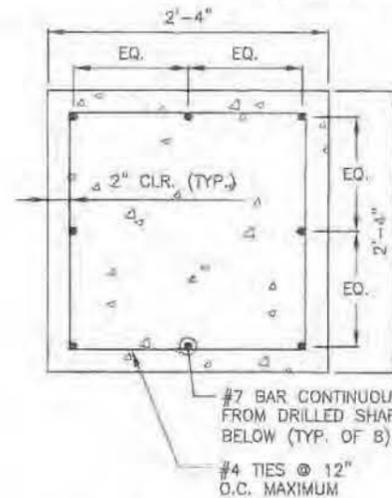


- NOTES:**
1. ALL MATERIALS FURNISHED BY CONTRACTOR UNLESS OTHERWISE NOTED.
  2. GROUNDING NOT SHOWN FOR CLARITY.

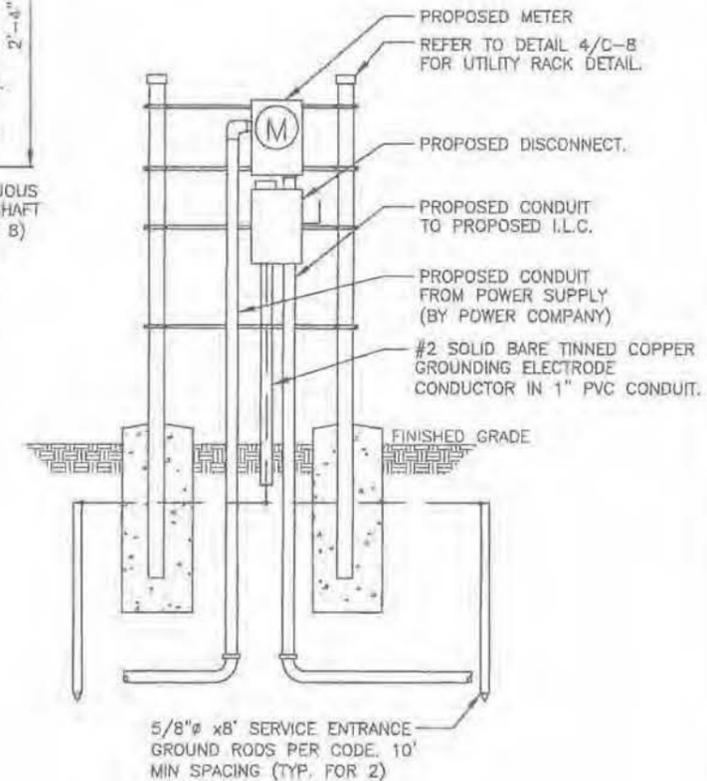
**4 UTILITY RACK DETAIL**  
SCALE: N.T.S.



**2 PIER ELEVATION PLAN**  
SCALE: N.T.S.



**3 SECTION B-B**  
SCALE: N.T.S.



**5 UTILITY RACK - FRONT PROFILE**  
SCALE: N.T.S.



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|                     |          |     |
|---------------------|----------|-----|
| DRAM BY:            | JCM      | AWD |
| CHKD BY:            |          |     |
| KHA PROJECT NUMBER: | 14899054 |     |



PROJECT INFORMATION:

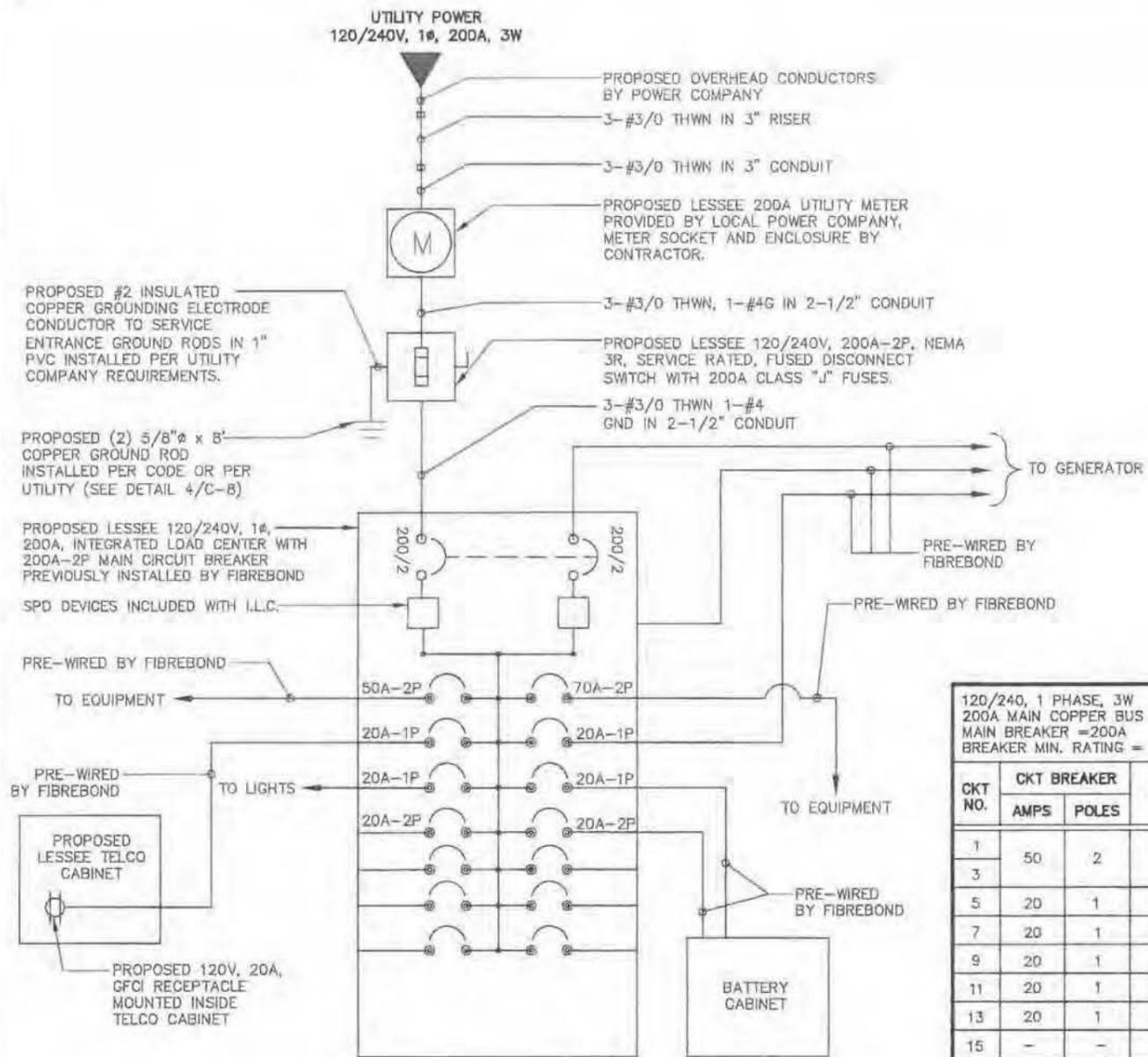
MCHARD  
#297774

15115 HOOPER RD 1/5  
PEARLAND, TX 77584  
HARRIS COUNTY

**FOUNDATION DETAIL AND NOTES**

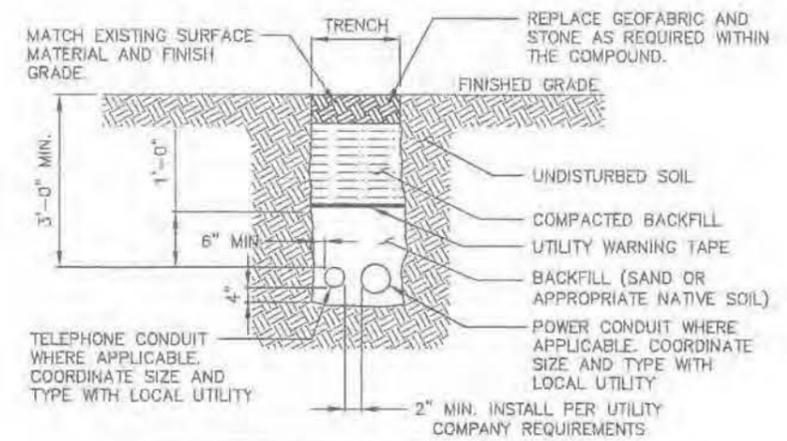
SHEET NUMBER  
C-8





- NOTES:**
1. LABEL VERIZON WIRELESS METER SOCKET PER POWER COMPANY REQUIREMENTS.
  2. VERIFY GENERATOR REQUIREMENTS WITH MANUFACTURER.
  3. CONTRACTOR SHALL COORDINATE THE REQUIREMENT OF SEPARATE NEUTRAL AND GROUND WITH THE UTILITY COMPANY FROM THE DISCONNECT TO THE METER. WHERE THE UTILITY COMPANY DOES NOT PROVIDE A NEUTRAL LANDING LUG AS PART OF THE METER CAN, THE NEUTRAL WIRE SHALL NOT BE INSTALLED.

**1 ELECTRICAL ONE-LINE DIAGRAM**  
SCALE: N.T.S.



- NOTES:**
1. CONTRACTOR TO HAND DIG ALL NEW TRENCHES INSIDE COMPOUND.
  2. SEPARATION DIMENSION TO BE VERIFIED WITH LOCAL UTILITY COMPANY REQUIREMENTS.

**2 UTILITY TRENCH DETAIL**  
SCALE: N.T.S.

120/240, 1 PHASE, 3W  
200A MAIN COPPER BUS  
MAIN BREAKER = 200A  
BREAKER MIN. RATING = 65 KAIC

**PANEL "A"**

| CKT NO.                      | CKT BREAKER |       | QTY. | VA UNIT | DESCRIPTION               | LOAD (WATTS) |      |      |      | DESCRIPTION     | QTY. | VA UNIT                   | CKT BREAKER |      | CKT NO. |
|------------------------------|-------------|-------|------|---------|---------------------------|--------------|------|------|------|-----------------|------|---------------------------|-------------|------|---------|
|                              | AMPS        | POLES |      |         |                           | L1           | L2   | L2   | L1   |                 |      |                           | POLES       | AMPS |         |
| 1                            | 50          | 2     | 1    | 4800    | ENODE-B                   | 2400         | -    | 3360 | -    | MESA SOLE       | 1    | 6720                      | 2           | 70   | 2       |
| 3                            |             |       |      |         | TELCO BOX GFCI RECEPTACLE | 180          | -    | 1500 | -    | BLOCK HEATER    | 1    | 1500                      | 1           | 20   | 6       |
| 5                            | 20          | 1     | 1    | 180     | LIGHTS                    | -            | 2000 | -    | 240  | BATTERY CHARGER | 1    | 240                       | 1           | 20   | 8       |
| 7                            | 20          | 1     | 4    | 500     | GFCI RECEPTACLES          | 180          | -    | 960  | -    | BATTERY CABINET | 1    | 1920                      | 2           | 20   | 10      |
| 9                            | 20          | 1     | 2    | 360     | SPARE                     | -            | -    | -    | 960  | SPARE           | -    | -                         | -           | -    | 12      |
| 11                           | 20          | 1     | -    | -       | SPARE                     | -            | -    | -    | -    | SPARE           | -    | -                         | 1           | 20   | 14      |
| 13                           | 20          | 1     | -    | -       | EMPTY SPACE               | -            | -    | -    | -    | EMPTY SPACE     | -    | -                         | -           | -    | 16      |
| 15                           | -           | -     | -    | -       | EMPTY SPACE               | -            | -    | -    | -    | EMPTY SPACE     | -    | -                         | -           | -    | 18      |
| 17                           | -           | -     | -    | -       | EMPTY SPACE               | -            | -    | -    | -    | EMPTY SPACE     | -    | -                         | -           | -    | 20      |
| 19                           | -           | -     | -    | -       | EMPTY SPACE               | -            | -    | -    | -    | EMPTY SPACE     | -    | -                         | -           | -    | 22      |
| 21                           | -           | -     | -    | -       | EMPTY SPACE               | -            | -    | -    | -    | EMPTY SPACE     | -    | -                         | -           | -    | 24      |
| 23                           | -           | -     | -    | -       | EMPTY SPACE               | -            | -    | -    | -    | EMPTY SPACE     | -    | -                         | -           | -    | 26      |
| 25                           | -           | -     | -    | -       | EMPTY SPACE               | -            | -    | -    | -    | EMPTY SPACE     | -    | -                         | -           | -    | 28      |
| 27                           | -           | -     | -    | -       | EMPTY SPACE               | -            | -    | -    | -    | EMPTY SPACE     | -    | -                         | -           | -    | 30      |
| 29                           | -           | -     | -    | -       | EMPTY SPACE               | -            | -    | -    | -    | EMPTY SPACE     | -    | -                         | -           | -    |         |
| PHASE TOTAL (WATTS)          |             |       |      |         |                           | 2760         | 4400 | 5820 | 4560 |                 |      |                           |             |      |         |
| BREAKER TOTAL (WATTS)        |             |       |      |         |                           | 7,150        |      |      |      | 10,380          |      |                           |             |      |         |
| TOTAL CONNECTED WATTS        |             |       |      |         |                           | 17,540       |      |      |      |                 |      |                           |             |      |         |
| 25% SAFETY FACTOR PER N.E.C. |             |       |      |         |                           | 4,385        |      |      |      |                 |      |                           |             |      |         |
| TOTAL LOAD (AMPS)            |             |       |      |         |                           | 91.35        |      |      |      |                 |      |                           |             |      |         |
|                              |             |       |      |         |                           |              |      |      |      |                 |      | TOTAL DEMAND LOAD = 22KVA |             |      |         |

- NOTES:**
1. ALL BREAKERS ARE PROVIDED AND PRE-WIRED BY THE FIBREBOND. INFORMATION SHOWN FOR REFERENCE ONLY.

**3 PANEL SCHEDULE**  
SCALE: N.T.S.

**verizon wireless**  
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DRAWN BY: JCM CHECKED BY: AWD

IHA PROJECT NUMBER: 148999054

ENGINEER SEAL: KEVIN SCOTT GASKE, 69165, LICENSED PROFESSIONAL ENGINEER, TX PROFESSIONAL ENGINEER LIC. #69165, TX CERTIFICATE OF AUTHORIZATION # F-00092E

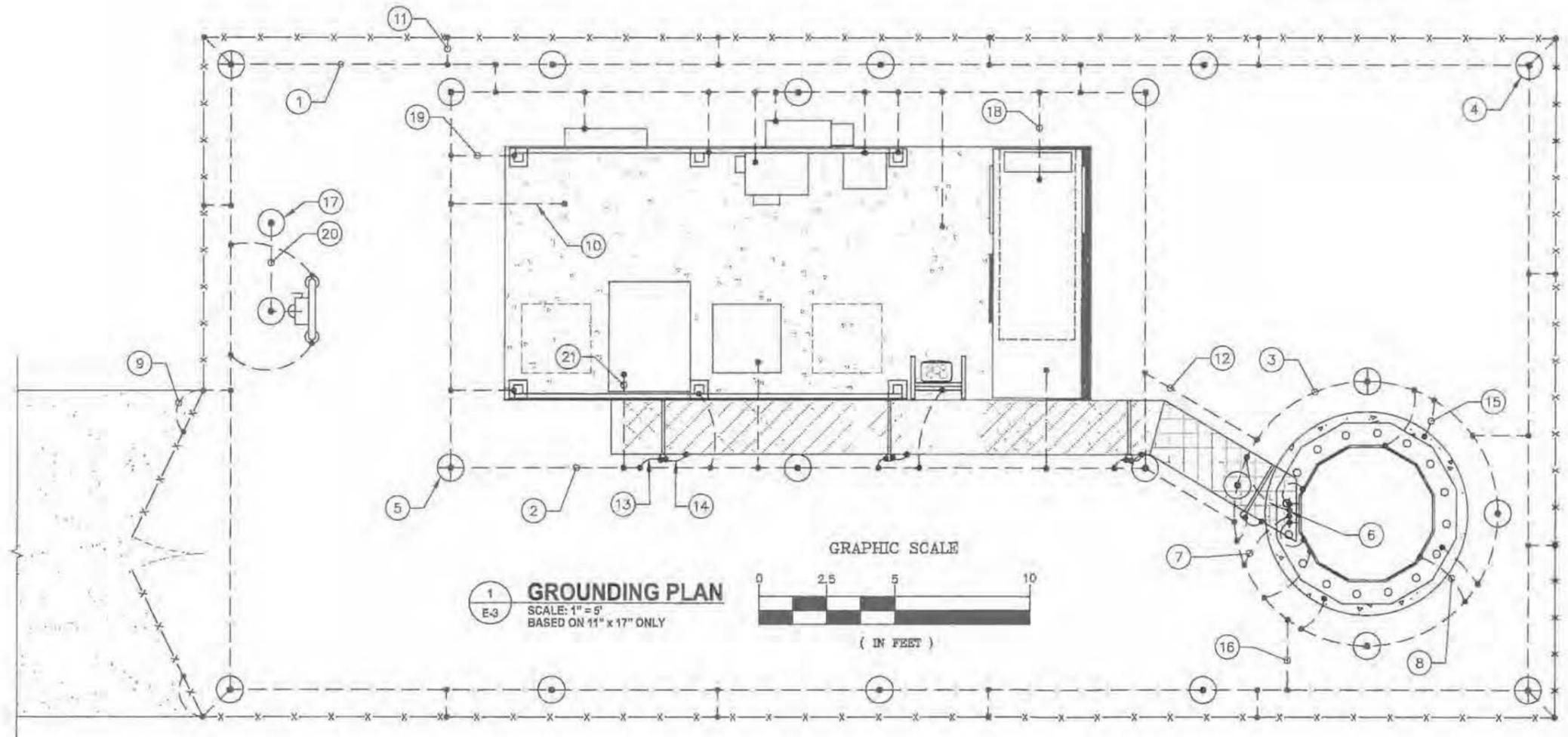
**MCHARD #297774**  
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HARRIS COUNTY

**ONE-LINE DIAGRAM AND DETAILS**  
SHEET NUMBER: E-2



**KEY NOTES:**

- ① #2 SOLID, BARE, TINNED, COPPER SITE GROUND RING. BURIED AT 30" MIN. INSTALL GROUND RODS AT EACH CORNER AND SPACED 10' MIN. APART.
- ② #2 SOLID, BARE, TINNED, COPPER EQUIPMENT PAD GROUND RING. BOND TO EXTERNAL GROUND RING WITH #2, SOLID, BARE, TINNED, COPPER WIRE (TYP). MAINTAIN 2' CLEARANCE FROM CONCRETE PAD.
- ③ #2 SOLID, BARE, TINNED, COPPER TOWER GROUND RING INSTALLED MIN. 4 GROUND RODS SPACED EQUALLY APART. MAINTAIN 2' CLEARANCE FROM TOWER FOUNDATION.
- ④ 5/8"Ø x 8' LONG COPPER GROUND ROD (TYP). REFER TO DETAIL 4/E-4.
- ⑤ 5/8"Ø x 8' LONG COPPER GROUND ROD WITH TEST WELL (TYP). REFER TO DETAIL 1/E-4.
- ⑥ TOWER BOTTOM GROUND BAR. TOWER GROUND BARS SHALL BE COPPER CLAD. REFER TO LESSEE GROUNDING SPECIFICATIONS.
- ⑦ #2 SOLID, BARE, TINNED, COPPER WIRE FROM TOWER GROUND BAR TO TOWER GROUND RING. BOND BY MEANS OF EXOTHERMIC WELD OR UL APPROVED CLAMP.
- ⑧ (2) - #2 SOLID, BARE, TINNED, COPPER WIRES FROM TOWER BASE PLATE TO TOWER GROUND RING. (TYP. FOR 3)
- ⑨ #4/0 BRAIDED JUMPER TO GATE PIPE CONNECTOR. GROUNDING CABLE SHALL BE ATTACHED SO THAT IT WILL NOT BE SUBJECTED TO STRAIN WHICH MAY CAUSE DAMAGE WHEN GATE IS FULLY OPENED.
- ⑩ CONTRACTOR TO GROUND PAD REINFORCEMENT STEEL TO GROUND RING PRIOR TO INSTALLING CONCRETE FOUNDATION (TYP FOR 2).
- ⑪ #2 SOLID, BARE, TINNED, COPPER WIRE FROM SITE GROUND RING TO FENCE & GATE POST. (MAX 10' SEPARATION)
- ⑫ #2 SOLID, BARE, TINNED, COPPER WIRE FROM EQUIPMENT PAD GROUND RING TO TOWER GROUND RING. (MIN. 2 PLACES)
- ⑬ #2 SOLID, BARE, TINNED, COPPER WIRE FROM WAVEGUIDE SUPPORT POST TO GROUND RING (TYP. FOR ALL POSTS).
- ⑭ #2 SOLID, BARE, TINNED, COPPER WIRE GROUNDING JUMPER FROM WAVEGUIDE BRIDGE STEEL TO SUPPORT POST. (TYP. FOR ALL POSTS)
- ⑮ CONTRACTOR TO GROUND TOWER REINFORCEMENT STEEL TO TOWER GROUND RING PRIOR TO INSTALLING CONCRETE FOUNDATION (TYP FOR 2).
- ⑯ #2 SOLID, BARE, TINNED, COPPER WIRE BONDED FROM TOWER GROUND RING TO SITE GROUND RING (MIN 4 PLACES).
- ⑰ 5/8"Ø x 8' COPPER GROUND RODS USED FOR UTILITY SERVICE INSTALLED PER UTILITY COMPANY REQUIREMENTS. INSTALL MIN 6" ABOVE GRADE WITH MIN 8' BELOW GRADE. DO NOT BOND TO ANY GROUND RING.
- ⑱ #2 SOLID, BARE, TINNED, COPPER WIRE FROM GENERATOR TO EQUIPMENT PAD GROUND RING (TYP FOR 2).
- ⑲ #2 SOLID, BARE, TINNED, COPPER WIRE FROM EACH AWNING SUPPORT TO EQUIPMENT PAD GROUND RING.
- ⑳ PROPOSED #2 BARE COPPER GROUNDING ELECTRODE CONDUCTOR TO SERVICE ENTRANCE GROUND RODS IN 1" PVC INSTALLED PER UTILITY COMPANY REQUIREMENTS. PVC CONDUIT TO EXTEND 18" BELOW GRADE.
- ㉑ #2 SOLID, BARE, TINNED, COPPER WIRE BONDS TO EQUIPMENT FRAMES. BOND INTERNAL EQUIPMENT GROUND BARS TO GROUND RING, WHERE APPLICABLE, PER MANUFACTURER SPECIFICATION.



**verizon**wireless  
 14123 CICERO RD.  
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 PH: (713) 507-1955

PLANS PREPARED BY: \_\_\_\_\_

**Kimley»Horn**

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 TAMPA, FL 33602  
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REV: DATE: DESCRIPTION:

| REV | DATE     | DESCRIPTION                |
|-----|----------|----------------------------|
| 4   | 02/13/15 | REVISED RF PER UPDATED NCR |
| 3   | 02/09/15 | REVISED RF PER NCR         |
| 2   | 01/06/15 | REVISED FOUNDATION DESIGN  |
| 1   | 12/04/14 | REVISED SKID LAYOUT        |
| 0   | 11/07/14 | ISSUED FOR REVIEW          |

DRAWN BY: JCM CHECKED BY: AWD

NHA PROJECT NUMBER: 148999054



PROJECT INFORMATION:

MCHARD  
 #297774

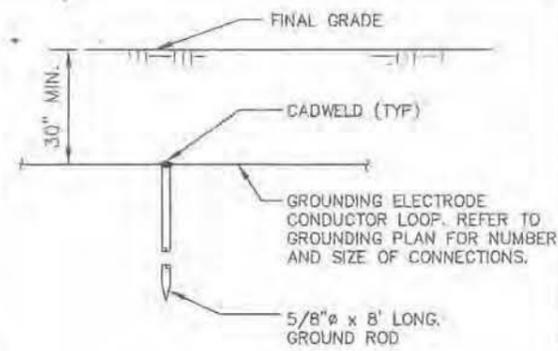
15115 HOOPER RD 1/5  
 PEARLAND, TX 77584  
 HARRIS COUNTY

SHEET TITLE:

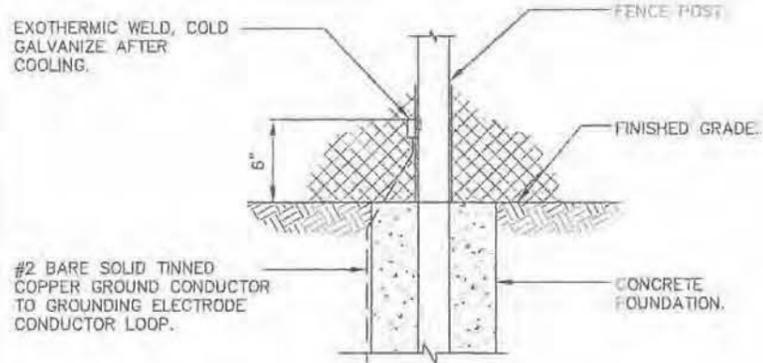
**GROUNDING PLAN**

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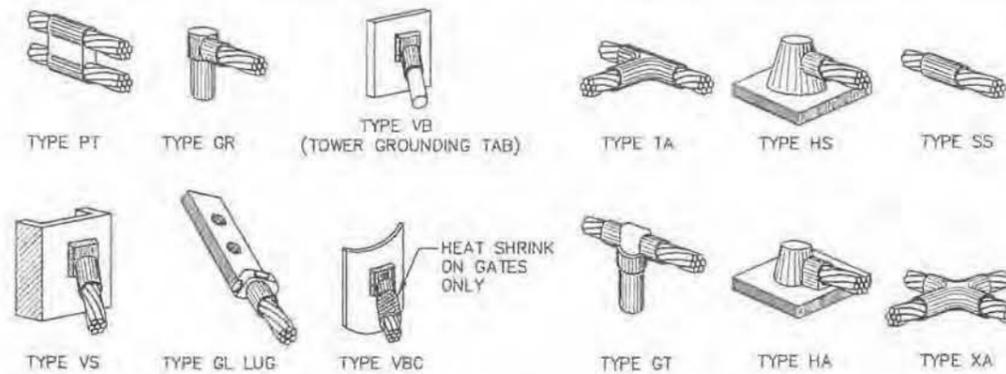
E-3



**1 GROUND ROD DETAIL**  
SCALE: N.T.S.

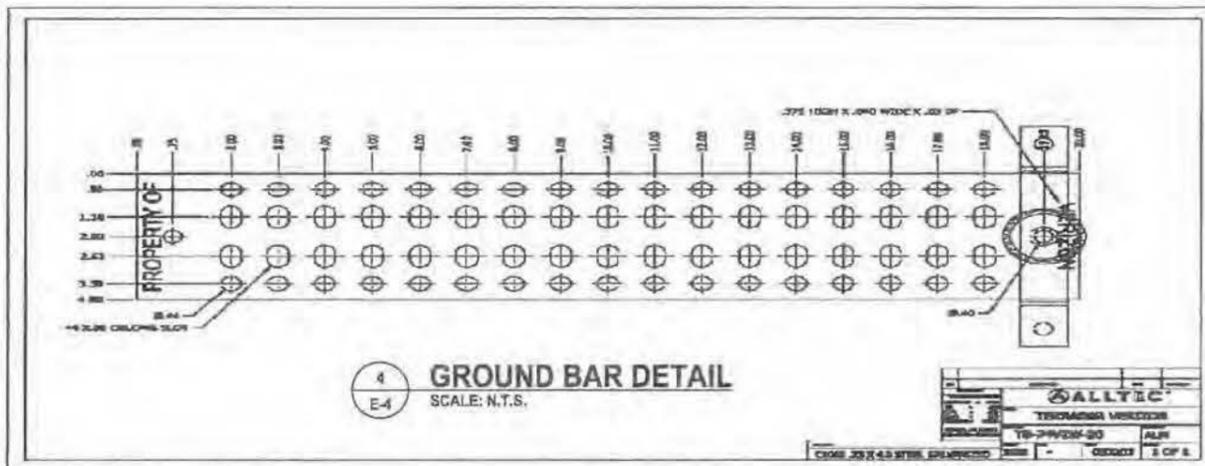


**2 TYPICAL FENCE BONDING DETAIL**  
SCALE: N.T.S.



**3 TYPICAL CAD WELDS**  
SCALE: N.T.S.

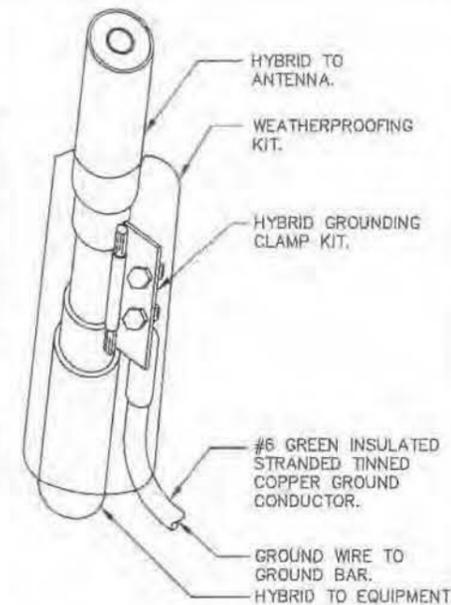
**NOTES:**  
1. CADWELD "TYPES" SHOWN ABOVE ARE EXAMPLES. PROVIDE APPROPRIATE TYPES AS REQUIRED.



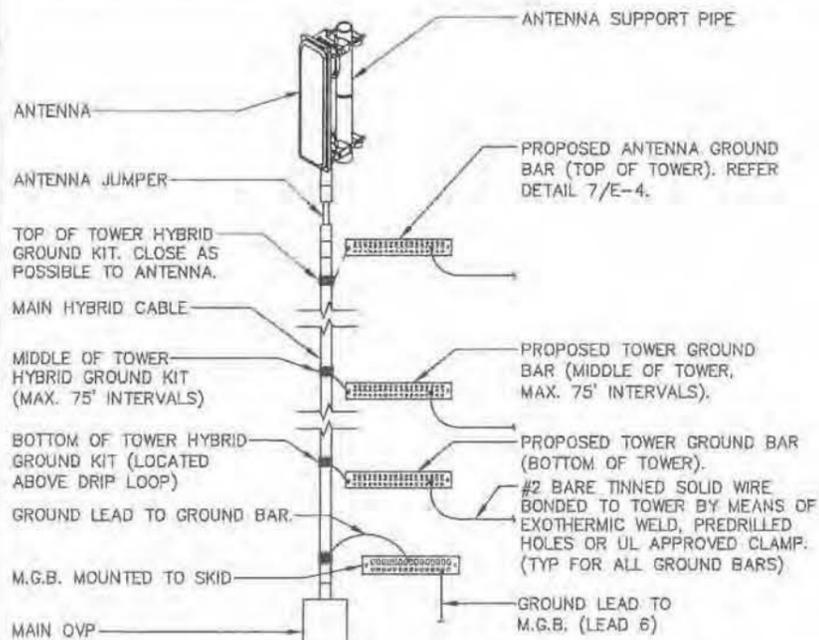
**4 GROUND BAR DETAIL**  
SCALE: N.T.S.

New style galvanized steel ground bar approved by EOS. Part Numbers: TB-74 VZW-20 and TB-74VZW-24 It is available from Alltec Corporation Canton NC +1-828-646-9290 Tel

**NOTES:**  
1. DO NOT INSTALL CABLE GROUND KIT AT A BEND IN CABLE.  
2. ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.  
3. 2-1/2" MAX FOR TX/RX ANTENNA CABLES.  
4. 1-1/4" MAX FOR GPS ANTENNA CABLES.  
5. INSTALL IN ACCORDANCE WITH MANUFACTURER INSTRUCTIONS.

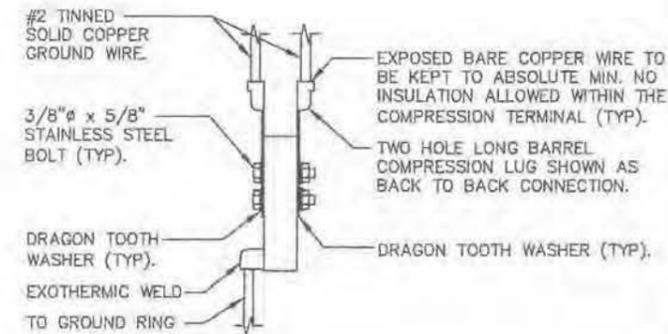


**5 HYBRID CABLE GROUNDING DETAIL**  
SCALE: N.T.S.



**NOTES:**  
1. EACH TRANSMISSION LINE SHALL BE LABELED WITH BRASS "TOE TAGS", GRANGER PART #1F035-8, STAMPED WITH 1/4" LETTER/NUMBER STAMPS, GRANGER PART #3WS39. THE LABELS SHALL BE ATTACHED WITH A SEMI-PERMANENT METHOD. THE TAGS SHALL BE PLACED SO THEY DON'T CONTACT THE CONNECTOR ON THE LINE AND THE METAL OF THE TOWER. LINES SHALL BE LABELED AT THE TOP AND BOTTOM OF TOWER AND IN THE INTERIOR OF THE EQUIPMENT SHELTER.  
2. EACH LINE SHALL BE LABELED AT THE LIGHTNING/SURGE PROTECTOR MOUNTING PLATE WITH A PRINTABLE LABEL MAKER TO INDICATE LINE NUMBER AND FUNCTION, SIMILAR TO TOE TAG.  
3. THE TAG LABELING EQUIPMENT SHALL BE AS DESIGNATED IN THE ANTENNA KEY. FOR LUCENT USE A-ALPHA, B-BETA, G-GAMMA.  
4. CONTRACTOR TO VERIFY HYBRID LENGTHS BEFORE ORDERING.  
5. CONTRACTOR SHALL INSTALL DOWN TILT BRACKETS AND ALL HARDWARE FOR ALL ANTENNAS AND SHALL BE ACCORDANCE WITH THE TOWER MANUFACTURER'S STANDARD DETAILS.  
6. CONTRACTOR SHALL FIELD VERIFY ALL RF INFORMATION AND THE EXACT EQUIPMENT TO BE INSTALLED PER THE RF ENGINEER.

**6 ANTENNA GROUNDING DETAIL**  
SCALE: N.T.S.

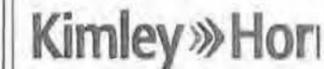


**7 TYPICAL GROUND BAR CONNECTION**  
SCALE: N.T.S.



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REV: DATE: DESCRIPTION:

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| 0 | 11/07/14 | ISSUED FOR REVIEW          |

DRAWN BY: JCM CHECKED BY: AWD

KHA PROJECT NUMBER:



KEVIN S. GASKE, PE  
TX PROFESSIONAL ENGINEER LIC. #69165  
TX CERTIFICATE OF AUTHORIZATION# F-000926

PROJECT INFORMATION:

MCHARD  
#297774

15115 HOOPER RD 1/5  
PEARLAND, TX 77584  
HARRIS COUNTY

SHEET TITLE:

**GROUNDING  
DETAILS**

SHEET NUMBER:

E-4

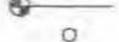
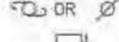
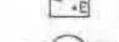
**GENERAL NOTES**

- THE CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY, MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES BEARING ON THE PERFORMANCE OF THE WORK. THE WORK PERFORMED ON THE PROJECT AND THE MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES.
- THE ARCHITECT/ENGINEER HAS MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK. THE CONTRACTOR BIDDING THE JOB IS NEVERTHELESS CAUTIONED THAT MINOR OMISSIONS OR ERRORS IN THE DRAWINGS AND OR SPECIFICATIONS SHALL NOT EXCUSE SAID CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS.
- THE CONTRACTOR OR BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) THE CONSTRUCTION MANAGER OF ANY CONFLICTS, ERRORS, OR OMISSIONS PRIOR TO THE SUBMISSION OF CONTRACTOR'S PROPOSAL OR PERFORMANCE OF WORK. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL PRICE THE MORE COSTLY OR EXTENSIVE WORK, UNLESS DIRECTED IN WRITING OTHERWISE.
- THE CONTRACTOR'S SCOPE OF WORK SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT, AND LABOR REQUIRED TO COMPLETE THE WORK/PROJECT AS DESCRIBED HEREIN.
- THE CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO THE SUBMISSION OF BIDS OR PERFORMING WORK TO FAMILIARIZE HIMSELF WITH THE FIELD CONDITIONS AND TO VERIFY THE PROJECT REQUIREMENTS.
- THE CONTRACTOR SHALL OBTAIN AUTHORIZATION TO PROCEED WITH CONSTRUCTION PRIOR TO STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWING/CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO THE MANUFACTURER'S/VENDOR'S SPECIFICATION UNLESS NOTED OTHERWISE OR WHERE LOCAL CODES OR ORDINANCES TAKE PRECEDENCE. CONTRACTOR SHALL PROVIDE SERVICES FOR OFF LOADING AND PLACEMENT OF SHELTER IN ACCORDANCE WITH MANUFACTURER'S LIFTING PROCEDURES.
- THE CONTRACTOR SHALL MAINTAIN A FULL SET OF CONSTRUCTION DOCUMENTS AT THE SITE UPDATED WITH THE LATEST REVISIONS AND ADDENDA OR CLARIFICATIONS AVAILABLE FOR USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT. REDLINED AS-BUILTS ARE TO BE DELIVERED TO THE CLIENT AT CLOSEOUT.
- THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS WHICH MAY BE REQUIRED FOR THE WORK BY THE ARCHITECT/ENGINEER, THE STATE, COUNTY OR LOCAL GOVERNMENT AUTHORITY.
- THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, EASEMENTS, PAVING, CURBING, ETC. DURING CONSTRUCTION. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY HAVE OCCURRED DUE TO CONSTRUCTION ON OR ABOUT THE PROPERTY.
- THE CONTRACTOR SHALL KEEP THE GENERAL WORK AREA CLEAN AND HAZARD FREE DURING CONSTRUCTION AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. PREMISES SHALL BE LEFT IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE.
- THE CONTRACTOR SHALL COMPLY WITH ALL OSHA REQUIREMENTS AS THEY APPLY TO THIS PROJECT.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, PROPERTY LINES, ETC. ON THE JOB.
- FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION (HANDICAPPED ACCESS NOT REQUIRED).
- FACILITY HAS NO PLUMBING.
- PRIOR TO OR UPON ENTERING INTO THE SITE COMPOUND, THE PERSONNEL ENTERING THE SITE AND THE SHELTER ARE TO CONTACT THE SWITCH AND THE CLIENT NOC INFORMING THEM OF THE FOLLOWING INFORMATION: WHO IS ENTERING THE SHELTER AND WHAT COMPANY THEY ARE WITH, WHY THEY ARE ENTERING THE SHELTER AND HOW LONG THEY PLAN TO BE AT THE SHELTER.
- UPON LEAVING THE SHELTER, THE "SITE" PERSONNEL ARE TO CONTACT THE SWITCH AND CLIENT NOC INFORMING THEM OF DEPARTURE.
- SHOULD THE SHELTER ACCESS OCCUR WHILE THE SWITCH IS UNMANNED, THEN AT MINIMUM THE CLIENT NOC WILL BE NOTIFIED OF THE ABOVE INFORMATION.
- ALL INSTALLATION DEBRIS AND TRASH SHALL BE REMOVED FROM THE SITE ON A DAILY BASIS. ANY EXPENSE THAT IS INCURRED BY CLIENT FOR TRASH REMOVAL WILL BE BACK-CHARGED TO THE SUBCONTRACTOR.
- THE CONTRACTOR SHALL NOTIFY ENGINEER, WHERE A CONFLICT OCCURS ON ANY OF THE CONTRACT DOCUMENTS. THE CONTRACTOR IS NOT TO ORDER MATERIAL OR CONSTRUCT ANY PORTION OF THE WORK THAT IS IN CONFLICT UNTIL CONFLICT IS RESOLVED BY THE CONSTRUCTION MANAGER.
- ALL ANTENNA OUTAGES MUST BE PLANNED AT A MINIMUM OF 24 HOURS IN ADVANCE. CONTRACTOR MUST CONTACT THE SWITCH AND THE NOC TO COORDINATE. IF THIS POLICY IS NOT ADHERED TO, THE CONTRACTOR WILL BE REMOVED FROM THE BIDDER'S LIST AND ANY OPPORTUNITY FOR FUTURE WORK.

|            |  |
|------------|--|
| A/C        | AIR CONDITIONING                           |
| ADJ.       | ADJUSTABLE                                 |
| AFF        | ABOVE FINISH FLOOR                         |
| APPROX.    | APPROXIMATELY                              |
| ASTM       | AMERICAN SOCIETY FOR TESTING AND MATERIALS |
| AWG        | AMERICAN WIRE GAUGE                        |
| A          | AMPERE                                     |
| BTS        | BASE TRANSMISSION STATION                  |
| BLDG.      | BUILDING                                   |
| BLK.       | BLOCK                                      |
| B/S        | BUILDING STANDARD                          |
| CIGBE      | GROUND BAR                                 |
| CLG        | CEILING                                    |
| CLR.       | CLEAR                                      |
| CONC.      | CONCRETE                                   |
| CONST.     | CONSTRUCTION                               |
| CONT.      | CONTINUOUS                                 |
| C.F.C.I.   | CONTRACTOR FURNISHED CONTRACTOR INSTALLED  |
| DBL.       | DOUBLE                                     |
| DIA., Ø    | DIAMETER                                   |
| DIAG.      | DIAGONAL                                   |
| DIM.       | DIMENSION                                  |
| DN         | DOWN                                       |
| DTL.       | DETAIL                                     |
| DWG.       | DRAWING                                    |
| E          | EAST                                       |
| EA.        | EACH                                       |
| EL., ELEV. | ELEVATION                                  |
| ELECT.     | ELECTRICAL                                 |
| EMT        | ELECTRICAL METALLIC TUBING                 |
| EQ.        | EQUAL                                      |
| EQUIP.     | EQUIPMENT                                  |
| E.W.       | EACH WAY                                   |
| EXIST.     | EXISTING                                   |
| EXT.       | EXTERIOR                                   |
| FIN.       | FINISH                                     |
| FLR        | FLOOR                                      |
| FT.        | FOOT                                       |
| GRC.       | GALVANIZED RIGID CONDUIT                   |
| G. OR GRD. | GROUND                                     |
| GA.        | GAUGE                                      |
| GALV.      | GALVANIZED                                 |
| GC         | GENERAL CONTRACTOR                         |
| GEN        | GENERATOR                                  |
| HORIZ.     | HORIZONTAL                                 |
| HR         | HOUR                                       |
| HT.        | HEIGHT                                     |
| HYAC       | HEATING, VENTILATING AND AIR CONDITIONING  |
| I.D.       | INSIDE DIA.                                |
| IN.        | INCH                                       |
| INFO       | INFORMATION                                |
| INSUL.     | INSULATION                                 |
| INT.       | INTERIOR                                   |
| KVA        | KILOVOLTS-AMPERE                           |
| KW         | KILOWATT                                   |
| LB(S)      | POUND(S)                                   |
| MGB        | MASTER GROUND BAR                          |
| MAX.       | MAXIMUM                                    |
| MECH.      | MECHANICAL                                 |
| MFR.       | MANUFACTURER                               |
| MGR.       | MANAGER                                    |
| MIN.       | MINIMUM                                    |
| MISC.      | MISCELLANEOUS                              |
| M.T.D.     | MOUNTED                                    |
| NEC        | NATIONAL ELECTRICAL CODE                   |
| NEUT.      | NEUTRAL                                    |
| N          | NORTH                                      |
| NA         | NOT APPLICABLE                             |
| NIC        | NOT IN CONTRACT                            |
| NOC        | NETWORK OPERATIONS CENTER                  |
| NPS        | NOMINAL PIPE SIZE                          |
| N.T.S.     | NOT TO SCALE                               |
| O.F.C.I.   | OWNER FURNISHED CONTRACTOR INSTALLED       |
| OC, o/c    | ON CENTER                                  |
| OPP        | OPPOSITE                                   |
| OD         | OUTSIDE DIAMETER                           |
| OHP        | OVERHEAD POWER                             |
| OHT        | OVERHEAD TELEPHONE                         |
| OHU        | OVERHEAD UTILITY LINES                     |
| PLYWD.     | PLYWOOD                                    |
| PR         | PAIR                                       |
| PH         | PHASE                                      |
| PVC        | POLYVINYL CHLORIDE                         |
| PROJ       | PROJECT                                    |
| PROP       | PROPERTY                                   |
| PT         | PRESSURE TREATED                           |
| RECPT.     | RECEPTACLE                                 |

|         |                             |   |                    |
|---------|-----------------------------|---|--------------------|
| REQ'D   | REQUIRED                    |    | NORTH ARROW        |
| RG      | RIGID GALVANIZED STEEL      |    | ELEVATION          |
| R.O.    | ROUGH OPENING               |    | SECTIONS & DETAILS |
| R.O.W.  | RIGHT-OF-WAY                |    | BRICK              |
| S       | SOUTH                       |    | CONCRETE           |
| S.O.    | SERVICE GRADE OIL RESISTANT |    | EARTH              |
| SHT     | SHEET                       |    | GRAVEL             |
| SIM.    | SIMILAR                     |    | STEEL              |
| SPEC.   | SPECIFICATION               |    | METER              |
| XXX.XX' | SPOT ELEVATION              |   | GROUND             |
| SQ.     | SQUARE                      |  | REVISION           |
| SF      | SQUARE FOOT                 |  | KEYNOTE            |
| SS      | STAINLESS STEEL             |   |                    |
| STL.    | STEEL                       |   |                    |
| STRUCT. | STRUCTURAL                  |   |                    |
| THRU    | THROUGH                     |   |                    |
| T.O.C.  | TOP OF CONCRETE             |   |                    |
| T.O.M.  | TOP OF MASONRY              |   |                    |
| TYP.    | TYPICAL                     |   |                    |
| UBC     | UNIFORM BUILDING CODE       |   |                    |
| VERT.   | VERTICAL                    |   |                    |
| VIF     | VERIFY IN FIELD             |   |                    |
| V       | VOLT                        |   |                    |
| W       | WEST                        |   |                    |
| W/      | WITH                        |   |                    |
| W/O     | WITHOUT                     |   |                    |
| W.P.    | WEATHERPROOF                |   |                    |
| XFMR    | TRANSFORMER                 |   |                    |

|   |  |
|---|--|
|    | MATCH LINE                               |
|    | WORK POINT                               |
|    | MECHANICAL BONDING CONNECTION            |
|   | EXOTHERMICALLY WELDED BONDING CONNECTION |
|  | POWER POLE                               |
|  | DISCONNECT SWITCH                        |
|  | DOUBLE-THROW MANUAL TRANSFER SWITCH      |
|  | CIRCUIT BREAKER                          |
|  | EMERGENCY GENERATOR RECEPTACLE           |
|  | TELCO PEDESTAL                           |
|  | GROUND ROD                               |
|  | GROUND ROD INSPECTION WELL               |
|  | REPRESENTS DETAIL NUMBER                 |
|  | REF. DRAWING NUMBER                      |

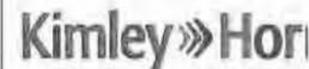
**LEGEND**

|   |                               |
|---|-------------------------------|
|  | EXISTING CONTOUR LINE         |
|  | EXISTING CHAIN LINK FENCE     |
|  | EXISTING PROPERTY LINE        |
|  | EXISTING OVERHEAD UTILITIES   |
|  | EXISTING SANITARY SEWER LINE  |
|  | EXISTING STORM DRAIN LINE     |
|  | PROPOSED CONTOUR LINE         |
|  | PROPOSED CHAIN LINK FENCE     |
|  | PROPOSED LEASE AREA           |
|  | PROPOSED OVERHEAD UTILITIES   |
|  | PROPOSED UNDERGROUND TELCO    |
|  | PROPOSED UNDERGROUND ELECTRIC |
|  | PROPOSED EASEMENT             |
|  | PROPOSED SILT FENCE           |
|  | PROPOSED GROUNDING            |
|  | FUTURE FEATURES               |



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DRAWN BY: JCM CHECKED BY: AWD

KHA PROJECT NUMBER:

ENGINEER SEAL:



KEVIN S. GASKE, PE  
TX PROFESSIONAL ENGINEER LIC. #69165  
TX CERTIFICATE OF AUTHORIZATION # F-000921

PROJECT INFORMATION:

MCHARD  
#297774

15115 HOOPER RD 1/5  
PEARLAND, TX 77584  
HARRIS COUNTY

SHEET TITLE:

**GENERAL NOTES,  
AND ABBREVIATION**

SHEET NUMBER:

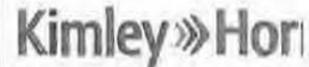
**GENERAL NOTES:**

1. FENCED SITE AREA SHALL BE CLEARED AND GRUBBED. REMOVE UNSUITABLE SOFT OR LOOSE SOILS, ORGANIC MATERIAL AND OR RUBBLE TO FIRM SUBGRADE. FILL UNDERCUT UP TO 6 INCHES BELOW FINISH GRADE.
2. IF ANY ARCHAEOLOGICAL MATERIALS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY EITHER KIMLEY-HORN OR CLIENT.
3. IN ADDITION TO PROVIDING THEM IN THE CLOSE-OUT PACKAGE, THE CONTRACTOR SHALL LEAVE A COPY OF THE AS-BUILT DRAWINGS, MEG TEST, AND SWEEP TEST IN THE SHELTER AFTER CONSTRUCTION.
4. THE CONTRACTOR MUST CONTACT THE SURVEYOR TO STAKE OUT THE EASEMENTS AND LEASE AREA PRIOR TO CONSTRUCTION. ALL FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
5. THE CONTRACTOR IS TO ENSURE THAT NO DAMAGE OR DEBRIS OCCURS ON THE ADJACENT PROPERTIES.
6. THE CONTRACTOR SHALL SEED ALL DISTURBED AREAS WITH LOW MAINTENANCE NATIVE GRASS TO PREVENT EROSION.
7. UNTIL THE COMPOUND IS SURROUNDED BY A PERMANENT FENCE, THE CONTRACTOR MUST ERECT A TEMPORARY FENCE AROUND THE TOWER AND POST A "NO TRESPASSING" SIGN. ALL CLIMBING PEGS MUST BE REMOVED UP TO 20' UNTIL A PERMANENT FENCE IS INSTALLED.
8. THE CONTRACTOR MUST ENSURE THAT ALL DELIVERY TRUCKS WILL BE ABLE TO DELIVER THE MATERIAL TO THE COMPOUND. IF THE DELIVERY TRUCKS CAN NOT ACCESS THE COMPOUND THEN THE CONTRACTOR MUST MAKE OTHER ARRANGEMENTS TO GET THE MATERIAL TO THE COMPOUND. IF THIS IS REQUIRED THE CONTRACTOR MUST CONTACT KIMLEY-HORN IMMEDIATELY. NO ADDITIONAL FEES WILL BE PASSED ON TO KIMLEY-HORN OR THE CLIENT.
9. PROPOSED TOWER AND FOUNDATION TO BE INSTALLED IN ACCORDANCE WITH THE TOWER MANUFACTURER PLANS PROVIDED BY CLIENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE UNLOADING OF TOWER MATERIALS DELIVERED TO SITE BY THE TOWER MANUFACTURER.
10. CONTRACTOR MUST REFER TO THE GEOTECH REPORT FOR ALL COMPACTED FILL RECOMMENDATIONS. IF THE GEOTECH REPORT CONFLICTS WITH THE CONSTRUCTION DRAWINGS THEN STOP WORK AND CONTACT THE CLIENT AS SOON AS POSSIBLE.
11. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL DOT AND/OR COUNTY SPECIFICATIONS PRIOR TO BID AND CONSTRUCTION. IF THE SPECIFICATIONS DIFFER FROM THE CONSTRUCTION DRAWINGS, THEN THE SPECIFICATIONS WILL GOVERN. NO ADDITIONAL COSTS FOR ADHERING TO THE SPECIFICATIONS WILL BE ALLOWED AFTER THE BID HAS BEEN ISSUED AND ACCEPTED NOR WILL PROJECT DELAYS BE TOLERATED.
12. THE CONTRACTOR MUST FIELD VERIFY ALL MEASUREMENTS AND FIELD CONDITIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
13. PROPOSED LIGHTNING ROD IS TO BE INSTALLED A MINIMUM OF 3' ABOVE HIGHEST APPURTENANCE.
14. IF THE OVERALL HEIGHT OF THE STRUCTURE INCLUDING APPURTENANCES EXCEEDS THE HEIGHT SHOWN ON THE DRAWINGS THEN CONTACT CLIENT IMMEDIATELY.
15. ANTENNA LOADING AND LOCATION BASED ON TOWER MANUFACTURER DRAWINGS.
16. THE TOWER ANCHOR BOLTS WILL BE PRE-SHIPED AND THE CONTRACTOR MUST COORDINATE DELIVERY WITH CLIENT.
17. CONTRACTOR MUST PROVIDE TEMPORARY TOWER LIGHTING ONCE THE TOWER HAS REACHED 200' UNTIL THE PERMANENT LIGHTING IS INSTALLED.
18. CONTRACTOR SHALL INSTALL BEACON EXTENSION MOUNT PER MANUFACTURERS SPECIFICATIONS.
19. WHEN TOWER LIGHTING IS REQUIRED, THE CONTRACTOR MUST VISUALLY MONITOR THE TOWER LIGHTING AT LEAST ONCE A DAY UNTIL THE LIGHTING IS ELECTRONICALLY MONITORED. IF ANY PROBLEMS OCCUR, THE CONTRACTOR MUST CONTACT CLIENT IMMEDIATELY.
20. PRIOR TO PERFORMING THE WORK, IT IS THE CLIENT'S RESPONSIBILITY TO VERIFY THE STRUCTURAL CAPACITY OF THE TOWER TO RESIST THE WIND/GRAVITY LOADS FROM THE PROPOSED ANTENNAS.
21. IF ANY WORK IS PERFORMED AT THIS SITE THAT REQUIRES THE SITE TO BE OFF AIR OR TURNED DOWN, THE SWITCH IS TO BE NOTIFIED 48 HOURS PRIOR TO CONSTRUCTION.
22. INSTALLATION SHALL BE CONDUCTED BY FIELD CREWS EXPERIENCED IN THE ASSEMBLY AND ERECTION OF RADIO ANTENNAS, TRANSMISSION LINES, AND SUPPORT STRUCTURES. ANTENNA WORK TO BE INSTALLED PER THE REQUIREMENTS OF THE TOWER MANUFACTURER'S SPECIFICATION.
23. CONTRACTOR TO PROVIDE THE PROPER COAX JUMPER SUPPORT ATTACHMENTS TO THE TOWER AND ANTENNA MOUNT.
24. CONTRACTOR MUST CALL LOCAL UNDERGROUND UTILITY LOCATING SERVICE BEFORE ANY EXCAVATION OR TRENCHING IS PERFORMED TO FLAG ALL UNDERGROUND UTILITIES. CONTRACTOR MUST HAND DIG ALL TRENCHES & EXCAVATIONS AROUND EXISTING UNDERGROUND UTILITIES IN WORK AREA.
25. CONTRACTOR MUST VERIFY AND COORDINATE ALL POWER AND TELCO DESIGN INFORMATION PRIOR TO CONSTRUCTION WITH LOCAL UTILITY COMPANIES.
26. ENTRY LOCATIONS ON SHELTERS MAY VARY, VERIFY EXACT LOCATION ONCE SHELTER HAS ARRIVED.
27. CONTRACTOR TO COORDINATE THE EXACT LOCATION OF THE NEW TELCO PEDESTAL AND POWER POLE WITH LOCAL UTILITY COMPANIES.
28. IF CONDUIT RUNS HAVE MORE THEN (3)-90' TURNS THEN THE CONTRACTOR MUST INSTALL PULL BOXES AS NEEDED.
29. CONTRACTOR SHALL CORE DRILL THROUGH SHELTER WALL AND PROVIDE WEATHERPROOFING FOR ALL CONDUITS THAT DON'T HAVE A PENETRATION.
30. CONTRACTOR MUST CALL LOCAL UNDERGROUND UTILITY LOCATING SERVICE BEFORE ANY EXCAVATION OR TRENCHING IS PERFORMED TO FLAG ALL UNDERGROUND UTILITIES. CONTRACTOR MUST HAND DIG ALL TRENCHES & EXCAVATIONS AROUND EXISTING UNDERGROUND UTILITIES IN WORK AREA.
31. CONTRACTOR MUST VERIFY AND COORDINATE ALL POWER AND TELCO DESIGN INFORMATION PRIOR TO CONSTRUCTION WITH LOCAL UTILITY COMPANIES.
32. ALL EQUIPMENT INSTALLED ON THE H-FRAMES SHALL MAINTAIN A MINIMUM OF 3' CLEARANCE TO ALL FENCES.
33. ALL CONDUIT ABOVE GROUND SHALL BE RIGID.
34. ALL CONDUIT INSTALLED IN FRONT OF THE GATE SHALL BE ENCLOSED IN CONCRETE.
35. FOR EQUIPMENT SHELTER INTERNAL WIRING REFER TO FIBREBOND SHELTER SHOP DRAWINGS.
36. A RESISTANCE TO GROUND OF THREE (3) OHMS OR LESS IS THE OBJECTIVE FOR THE EARTH GROUND SYSTEMS AT CELL SITES.
37. ALL UNDERGROUND GROUND WIRE TO BE BURIED 30" DEEP OR 6" BELOW THE FROST LINE, WHICHEVER IS DEEPER.
38. ALL BURIED GROUND CONNECTIONS WILL BE MADE USING THE EXOTHERMIC WELD PROCESS.
39. ALL GROUND WIRES SHALL BE CONNECTED TO GROUND BARS USING TWO-HOLE CRIMP/COMPRESSION CONNECTORS.
40. AN APPROVED ANTIOXIDATION COMPOUND SHALL BE USED ON ALL EXTERNAL CONNECTIONS, EXCLUDING EXOTHERMIC WELDS, AND ON ALL EXTERNAL GROUND BARS, COAT ALL CONDUCTORS AND SURFACES PRIOR TO CONNECTION.
42. REFER TO SHELTER MANUFACTURER AND CLIENT SPECS FOR INTERNAL GROUNDING DETAILS.
43. GROUND CONDUCTOR RUNS SHALL BE STRAIGHT AS POSSIBLE, WITH A 6" MINIMUM RADIUS FOR CONDUCTORS UP TO #6, A 12" MINIMUM RADIUS FOR CONDUCTORS FROM #6 UP TO #4/0, A 24" MINIMUM RADIUS FOR #4/0 CONDUCTORS AND UP.
44. IF GROUNDED METALLIC OBJECTS ARE LESS THAN 6' FROM A FENCE POST, THEN THE POST SHOULD BE GROUNDED TO THE GROUND RING.
45. ALL GROUND WIRES THAT ARE ROUTED ABOVE GROUND SHOULD BE INSTALLED IN 3/4"Ø PVC, MINIMUM 12" BELOW GRADE TO 6" FROM ABOVE GROUND CONNECTION POINT.
46. AT THE TIME THE CONSTRUCTION DRAWINGS WERE CREATED, KIMLEY-HORN DID NOT HAVE A COPY OF THE PROPOSED TOWER MANUFACTURER DRAWINGS THUS WE DO NOT KNOW THE EXACT SIZE OF THE OVERALL TOWER FOOTPRINT. THE CONTRACTOR MUST COMPARE THE CONSTRUCTION DRAWINGS WITH THE TOWER DRAWINGS PRIOR TO BID AND/OR CONSTRUCTION AND IF THEY FIND ANY DISCREPANCIES OR POSSIBLE ISSUES THEY MUST NOTIFY THE CLIENT IMMEDIATELY.



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REV: DATE DESCRIPTION

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| 4   | 02/13/15 | REVISED RF PER UPDATED NCR |
| 3   | 02/09/15 | REVISED RF PER NCR         |
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DRAWN BY: CHECKED BY:

JCM AWD

KHA PROJECT NUMBER

HOOPER

ENGINEER SEAL



KEVIN S. GASKEY, PE  
TX PROFESSIONAL ENGINEER, LIC. #69165  
TX CERTIFICATE OF AUTHORIZATION # F-009821

PROJECT INFORMATION:

MCHARD

#297774

15115 HOOPER RD 1/5

PEARLAND, TX 77584

HARRIS COUNTY

SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

N-2

## CIVIL SPECIFICATION NOTES

### GENERAL NOTES:

1. ZONING REGULATIONS AND CONDITIONAL USE PERMITS:

A. CLIENT WILL SUBMIT FOR AND OBTAIN ALL ZONING AND CONDITIONAL USE PERMITS. SOME USE PERMITS MAY HAVE SPECIFIC REQUIREMENTS FOR THE SITE RELATED TO CONSTRUCTION, SUCH AS NOISE REGULATIONS, HOURS OF WORK, ACCESS LIMITATIONS, ETC. THE CONSTRUCTION MANAGER WILL INFORM THE CONTRACTOR OF THESE REQUIREMENTS AT THE PRE-BID MEETING OR AS SHOWN IN CONSTRUCTION DOCUMENTS.

2. FAA PERMIT AND TOWER LIGHTING:

A. REFER TO CONSTRUCTION DOCUMENTS AND CONSTRUCTION MANAGER FOR FAA AND STATE LIGHTING REQUIREMENTS. CONTRACTOR SHALL PROVIDE TEMPORARY FAA APPROVED LIGHTING UNTIL PERMANENT LIGHTING IS OPERATIONAL.

3. TOWER SECURITY:

A. TOWER SHALL BE FENCED BY CONTRACTOR, TEMPORARILY OR PERMANENTLY WITHIN 24 HOURS OF ERECTION. DO NOT ALLOW THE GATE ACCESSING THE TOWER AREA TO REMAIN OPEN AND UNATTENDED AT ANY TIME FOR ANY REASON. KEEP THE GATE CLOSED AND LOCKED WHEN NOT IN USE.

4. CONTRACTOR SHALL BE RESPONSIBLE FOR RECEIVING, UNLOADING, AND INSTALLATION FOR PLACEMENT OF NEW CONCRETE SHELTER BUILDING OR CABINETS AND ERECTION OF TOWER.

5. CONFLICTS:

A. VERIFY ALL MEASUREMENTS AT THE SITE BEFORE ORDERING MATERIAL OR DOING ANY WORK. NO EXTRA CHARGE OR COMPENSATION WILL BE ALLOWED DUE TO DIFFERENCES BETWEEN ACTUAL DIMENSIONS OR DIMENSIONS SHOWN ON PLANS. SUBMIT NOTICE OF ANY DISCREPANCY IN DIMENSIONS OR OTHERWISE TO THE CONSTRUCTION MANAGER FOR RESOLUTION BEFORE PROCEEDING WITH THE WORK.

B. NO PLEA OF IGNORANCE OF CONDITIONS THAT EXIST, OR OF DIFFICULTIES OF CONDITIONS THAT MAY BE ENCOUNTERED, OR OF ANY OTHER RELEVANT MATTER CONCERNING THE WORK TO BE PERFORMED IN THE EXECUTION OF THE WORK WILL BE ACCEPTED AS AN EXCUSE FOR ANY FAILURE OR OMISSION ON THE PART OF THE CONTRACTOR TO FULFILL EVERY DETAIL OF ALL THE REQUIREMENTS CONTRACT DOCUMENTS GOVERNING THE WORK.

6. PHOTOS:

A. PROVIDE PHOTOGRAPHIC EVIDENCE OF ALL FOUNDATION INSTALLATION, GROUNDING AND TRENCHING AFTER PLACEMENT OF UTILITIES PRIOR TO BACKFILL.

### SITE PREPARATION:

1. CONTRACTOR'S SCOPE OF WORK:

A. PROTECTION OF EXISTING TREES, VEGETATION AND LANDSCAPING MATERIALS WHICH MIGHT BE DAMAGED BY CONSTRUCTION ACTIVITIES.

B. TRIMMING OF EXISTING TREES AND VEGETATION AS REQUIRED FOR PROTECTION DURING CONSTRUCTION ACTIVITIES.

C. CLEARING AND GRUBBING OF STUMPS, VEGETATION, DEBRIS, RUBBISH, DESIGNATED TREES, AND SITE IMPROVEMENTS.

D. TOPSOIL STRIPPING AND STOCKPILING.

E. TEMPORARY EROSION CONTROL, SILTATION CONTROL, AND DUST CONTROL CONFORMING TO LOCAL AND STATE REQUIREMENTS AS APPLICABLE.

F. TEMPORARY PROTECTION OF ADJACENT PROPERTY, STRUCTURES, BENCHMARKS, AND MONUMENTS.

G. PROTECTION AND TEMPORARY RELOCATION, STORAGE AND REINSTALLATION OF EXISTING FENCING AND OTHER SITE IMPROVEMENTS SCHEDULED FOR REUSE.

H. REMOVAL AND LEGAL DISPOSAL OF CLEARED MATERIALS.

2. CONTRACTOR'S QUALITY ASSURANCE:

A. CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR CONTAINMENT OF SEDIMENT AND CONTROL OF EROSION ON SITE. ANY DAMAGE TO ADJACENT OR DOWNSTREAM PROPERTIES WILL BE CORRECTED BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER.

B. CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND OR POND. ANY DAMAGE TO STRUCTURES OR WORK ON THE SITE CAUSED BY INADEQUATE MAINTENANCE OF DRAINAGE WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND ANY COST ASSOCIATED WITH REPAIRS FOR SUCH DAMAGE WILL BE AT THE CONTRACTOR'S EXPENSE.

C. CONTRACTOR SHALL PROPERLY DISPOSE ALL WASTE MATERIAL OFF-SITE OR AS DIRECTED BY THE CONSTRUCTION MANAGER AND IN ACCORDANCE WITH JURISDICTIONAL AUTHORITIES.

3. PRODUCTS AND MATERIALS (AS APPROVED BY CONSTRUCTION MANAGER OR AS WITHIN THE CONSTRUCTION DOCUMENTS):

A. MATERIALS USED FOR TREE PROTECTION, EROSION CONTROL, SILTATION.

B. MATERIALS USED FOR DUST CONTROL AS SUITABLE FOR SPECIFIC SITE CONDITIONS.

### EARTHWORK:

1. CONTRACTOR'S SCOPE OF WORK:

A. EXCAVATION, TRENCHING, FILLING, COMPACTION AND GRADING FOR STRUCTURES, SITE IMPROVEMENTS AND UTILITIES.

B. MATERIALS FOR SUB-BASE, DRAINAGE FILL, FILL, BACKFILL AND GRAVEL FOR SLABS, PAVEMENTS AND IMPROVEMENTS.

C. ROCK EXCAVATION WITHOUT BLASTING.

D. SUPPLY OF ADDITIONAL MATERIALS FROM OFF-SITE AS REQUIRED.

E. REMOVAL AND LEGAL DISPOSAL OF EXCAVATED MATERIALS AS REQUIRED.

F. SITE GRADING.

G. PLACEMENT AND COMPACTION OF FILL, SUBGRADE AND GRAVEL SURFACING.

H. WHEN REQUIRED, CONSTRUCTION OF COMPOUND, ACCESS ROADS, FENCING AND ALL FOUNDATIONS.

2. CONTRACTOR'S QUALITY ASSURANCE:

A. COMPACTION: UNDER STRUCTURES, FOUNDATIONS, BUILDING SLABS, PAVEMENTS AND WALKWAYS 95 PERCENT MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557 WITH PLUS OR MINUS 3 PERCENT OF OPTIMUM MOISTURE CONTENT.

B. GRADING TOLERANCES OUTSIDE BUILDING LINES: LAWNS, UNPAVED AREAS AND WALKS, PLUS OR MINUS 1 INCH UNDER PAVEMENTS, PLUS OR MINUS 1/2 INCH.

C. GRADING TOLERANCE FOR FILL UNDER ALL CONCRETE APPLICATIONS: PLUS OR MINUS 1/2 INCH MEASURED WITH 10 FOOT STRAIGHTEDGE.

D. CONTRACTOR MUST REFER TO THE GEOTECH REPORT FOR ALL COMPACTION FILL RECOMMENDATIONS. IF THE GEOTECH REPORT CONFLICTS WITH THE CONSTRUCTION DRAWINGS THEN STOP WORK AND CONTACT THE CLIENT AS SOON AS POSSIBLE.

3. PRODUCTS AND MATERIALS (AS APPROVED BY CONSTRUCTION MANAGER OR AS WITHIN CONSTRUCTION DOCUMENTS):

A. SUB BASE MATERIAL: GRADED MIXTURE OF NATURAL OR CRUSHED GRAVEL, CRUSHED STONE OR SLAG AND NATURAL OR CRUSHED SAND.

B. WASHED MATERIAL: UNIFORMLY GRADED MIXTURE OF CRUSHED STONE OR GRAVEL, WITH 100 PERCENT PASSING A 1-1/2 INCH SIEVE AND NOT MORE THAN 5 PERCENT PASSING A NO. 4 SIEVE.

C. GRADING MATERIAL: SATISFACTORY NATIVE OR IMPORTED MATERIALS CONTAINING ROCK OR GRAVEL NOT LARGER THAN 2 INCHES IN ANY DIMENSION. GRADING MATERIAL SHALL NOT INCLUDE DEBRIS, WASTE, FROZEN MATERIALS, AND OTHER UNSUITABLE MATERIALS. IMPORTED MATERIAL SHALL HAVE A FINES CONTENT OF NO MORE THAN 5 PERCENT.

D. BACKFILL MATERIALS: SATISFACTORY NON-COHESIVE NATIVE OR IMPORTED SOIL MATERIALS FREE OF CLAY, DEBRIS, WASTE, AND OTHER UNSUITABLE MATERIALS. ROCK OR GRAVEL SHALL NOT EXCEED 4 INCHES IN ANY DIMENSION. IMPORTED MATERIAL SHALL HAVE A FINES CONTENT OF NO MORE THAN 5 PERCENT.

E. GRAVEL MATERIAL: EVENLY GRADED MIXTURE OF CRUSHED STONE OR GRAVEL, WITH 100 PERCENT PASSING A 1-1/2 INCH SIEVE AND NOT MORE THAN 5 PERCENT PASSING A NO. 4 SIEVE.

F. GEOTEXTILE FABRIC: TYPAR 3401 OR EQUIVALENT

4. CLEARING AND GRUBBING:

A. REMOVE ALL VEGETATION AND MATERIALS TO A MINIMUM DEPTH OF 6 INCHES, REMOVE STUMPS COMPLETELY UNDER FOUNDATIONS AND ROADWAY, DISPOSE OF CLEARING AND GRUBBING OFF-SITE, OR IN AN ON-SITE LOCATION APPROVED BY CONSTRUCTION MANAGER.

5. STRIPPING:

A. STRIP NOT LESS THAN 3 INCHES OF VEGETATION AND TOPSOIL FROM AREAS THAT WILL UNDERLAY GRAVEL, PAVEMENT, NEW STRUCTURES, OR NEW EMBANKMENTS. STOCKPILE STRIPPED TOPSOIL ON-SITE FOR REUSE IN FINAL LANDSCAPING.

6. COMMON WEEDING:

A. STERILIZE COMPOUND AREA WITH WEED KILLER/DEFOLIANT. THEN TREAT AREA WITH AN HERBICIDE SUCH AS PARQUET OR EQUIVALENT.

7. COMMON EXCAVATION:

A. EXCAVATE TO DEPTH, LINES, AND GRADES SHOWN ON THE PLANS OR AS OTHERWISE SPECIFIED.

B. TEMPORARILY STOCKPILE ON-SITE EXCAVATION AT AN APPROVED LOCATION WITHIN THE WORK AREA UNTIL SITE GRADING IS COMPLETE. STOCKPILE SHALL NOT EXCEED 15 FEET IN HEIGHT.

C. DISPOSE OF EXCESS EXCAVATION OFF-SITE. MATERIALS REMOVED FROM SITE MUST BE DISPOSED OF IN A LEGAL MANNER.

8. EMBANKMENT:

A. CONSTRUCT EMBANKMENT TO THE LINES AND GRADES SHOWN ON THE DRAWINGS.

B. CONSTRUCT EMBANKMENT FROM ON-SITE EXCAVATION MATERIALS. USE IMPORTED BACKFILL ONLY AFTER AVAILABLE ON-SITE EXCAVATION MATERIALS HAVE BEEN USED.

C. CONSTRUCT IN LIFTS OF NOT MORE THAN 9 INCHES IN LOOSE DEPTH. THE FULL WIDTH OF THE CROSS SECTION SHALL BE BROUGHT UP UNIFORMLY.

D. MATERIAL SHALL BE PLACED IN LAYERS AND SHALL BE NEAR OPTIMUM MOISTURE CONTENT BEFORE ROLLING TO OBTAIN THE PRESCRIBED COMPACTION. WETTING OR DRYING OF THE MATERIAL AND MANIPULATION TO SECURE A UNIFORM MOISTURE CONTENT THROUGHOUT THE LAYER MAY BE REQUIRED. SUCH OPERATIONS SHALL BE INCLUDED IN THE APPROPRIATE BID ITEM. SHOULD THE MATERIAL BE TOO WET TO PERMIT PROPER COMPACTION, REMOVE AND REPLACE FILL WITH MATERIAL IN CONFORMANCE WITH THESE SPECIFICATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE MATERIAL WITH AN ACCEPTABLE MOISTURE CONTENT.

E. WHEN APPLICABLE, DO NOT PLACE FROZEN MATERIAL IN THE EMBANKMENT, AND DO NOT PLACE EMBANKMENT MATERIAL UPON FROZEN MATERIAL.

F. BE RESPONSIBLE FOR THE STABILITY OF EMBANKMENTS AND REPLACE ANY PORTION WHICH HAS BECOME DISPLACED DUE TO THE CONTRACTOR'S OPERATIONS.

G. START LAYERS IN THE DEEPEST PORTION OF THE FILL, AND AS PLACEMENT PROGRESSES, CONSTRUCT LAYERS APPROXIMATELY PARALLEL TO THE FINISHED GRADE LINE.

H. ROUTE EQUIPMENT, BOTH LOADED AND EMPTY, OVER THE FULL WIDTH OF EMBANKMENT TO ENSURE UNIFORMITY OF MATERIAL PLACEMENT.

I. COMPACT EMBANKMENT UNDERLYING NEW GRAVEL PAVING, FLOOR SLABS, AND STRUCTURES TO 95 PERCENT MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557 WITH PLUS OR MINUS 3 PERCENT OF OPTIMUM MOISTURE CONTENT. COMPACT NON-STRUCTURAL AREA EMBANKMENTS TO A MINIMUM OF 90 PERCENT OF ASTM D-1557.

9. SITE GRADING:

A. USING ON-SITE EXCAVATION MATERIALS, SHAPE, TRIM, FINISH, AND COMPACT SURFACE AREAS TO CONFORM TO THE LINES, GRADES, AND CROSS SECTIONS SHOWN ON THE DRAWINGS OR AS DESIGNATED BY THE CONSTRUCTION MANAGER.

B. GRADE SURFACES TO DRAIN AND ELIMINATE ANY PONDING OR EROSION.

C. ELIMINATE WHEEL RUTS BY REGRADING.

D. CONSTRUCT FINISHED SURFACE OF SITE GRADING AREAS WITHIN ONE INCH FROM SPECIFIED GRADE.

10. SUBGRADE PREPARATION:

A. SHAPE TOP OF SUBGRADE TO THE LINES AND GRADES SHOWN ON THE DRAWINGS.

B. MAINTAIN TOP OF SUBGRADE IN A FREE-DRAINING CONDITION.

C. DO NOT STOCKPILE MATERIALS ON TOP OF SUBGRADE UNLESS AUTHORIZED BY CONSTRUCTION MANAGER.

D. COMPACT THE TOP 6 INCHES OF SUBGRADE TO A 95 PERCENT MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557.

E. REMOVE AND REPLACE SOFT SOILS ON AREAS THAT "PUMP" OR DEFORM UNDER WEIGHT OF COMPACTION EQUIPMENT.

F. CONSTRUCT TOP OF SUBGRADE WITHIN ONE INCH OF ESTABLISHED GRADE AND CROSS-SECTION.

11. GEOTEXTILE FABRIC:

A. LAY GEOTEXTILE FABRIC OVER COMPACTION SUBGRADE AS PER CONSTRUCTION DOCUMENTS IN COMPOUND AND UNDER LENGTH OF ROAD (WHEN REQUIRED). LAP ALL JOINTS A MINIMUM OF 12 INCHES.

12. GRAVEL SURFACING:

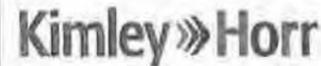
A. CONSTRUCT GRAVEL SURFACING AREAS USING CRUSHED AGGREGATE BASE AND FINISH COURSES AS SPECIFIED BY CONSTRUCTION MANAGER OR CONSTRUCTION DOCUMENTS.

B. SPREAD GRAVEL AND RAKE TO A UNIFORM SURFACE.



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DRAWN BY: JCM CHECKED BY: AWD

KHA PROJECT NUMBER: 148899054

ENGINEER SEAL: KEVIN S. GASKEY, PE

TX PROFESSIONAL ENGINEER LIC. #69165

TX CERTIFICATE OF AUTHORIZATION # F-000928



PROJECT INFORMATION:

MCHARD  
#297774

15115 HOOPER RD 1/5  
PEARLAND, TX 77584  
HARRIS COUNTY

SHEET TITLE:

NOTES AND  
SPECIFICATIONS

SHEET NUMBER:

N-3

**TRENCHING:**

CONTRACTOR MUST NOTIFY "ONE-CALL" UTILITY LOCATING SERVICE THREE DAYS PRIOR TO CONSTRUCTION TO FLAG ALL UNDERGROUND UTILITIES.

**1. MATERIALS:**

A. FILL MATERIAL SHALL BE OBTAINED, TO THE MAXIMUM EXTENT POSSIBLE, FROM EXCAVATIONS ON-SITE. THE STRUCTURAL FILL SHOULD BE SAND AND SHALL BE APPROVED BY THE CONSTRUCTION MANAGER AND SHALL CONFORM TO LOCAL GOVERNING JURISDICTION AND UTILITY COMPANY REQUIREMENTS. THE FILL MATERIAL SHALL BE FREE FROM PERCEPTIBLE AMOUNTS OF WOOD, DEBRIS OR TOPSOIL AND SHALL NOT CONTAIN MARBLE OR OTHER ELEMENTS, WHICH TEND TO KEEP IT IN A PLASTIC STATE. MATERIALS DESIGNATED AS HAZARDOUS OR INDUSTRIAL BY THE ENVIRONMENTAL PROTECTION AGENCY (EPA) ARE TO BE AVOIDED, THE FILL MATERIAL SHALL CONTAIN FINES SUFFICIENT TO FILL ALL VOIDS IN THE MATERIAL.

**2. PIPE DETECTION AND IDENTIFICATION:**

A. UTILIZING WARNING TAPE: ALL ELECTRIC SERVICE TRENCHES SHALL BE MARKED WITH WARNING TAPE.

**3. TRENCH EXCAVATION:**

A. DIG TRENCH TO LINES AND GRADES SHOWN ON THE PLANS OR AS DIRECTED BY CONSTRUCTION MANAGER.

B. TRENCH WIDTH SHALL BE SUFFICIENT TO ALLOW FOR SATISFACTORY CONSTRUCTION AND INSPECTION OF THE PROJECT, WITHOUT ENDANGERING OTHER CONSTRUCTION WORK OR ADJACENT FACILITIES.

C. DISPOSAL OF EXCESS AND UNSUITABLE EXCAVATION MATERIAL PROPERLY, AS DIRECTED BY CONSTRUCTION MANAGER.

D. USE HAND METHODS FOR EXCAVATION THAT CANNOT BE ACCOMPLISHED WITHOUT ENDANGERING EXISTING OR NEW STRUCTURES OR OTHER FACILITIES.

**4. TRENCH PROTECTION:**

A. PROVIDE MATERIALS, LABOR, AND EQUIPMENT NECESSARY TO PROTECT TRENCHES AT ALL TIMES.

B. SHEETING AND BRACING: MEET OR EXCEED OSHA REQUIREMENTS.

**5. BACKFILLING:**

A. A PRELIMINARY EARTH RESISTIVITY TEST SHALL BE PERFORMED PRIOR TO BACKFILLING.

B. BACKFILL AND/OR BEDDING SHALL NOT BE PLACED IN A TRENCH UNTIL THE TRENCH WORK AND BACKFILL HAS BEEN INSPECTED AND APPROVED BY THE CLIENT. CONTRACTOR TO NOTIFY CLIENT'S CONSTRUCTION MANAGER AT LEAST 24 HOURS IN ADVANCE OF EXPECTED BACKFILL.

C. IF BACKFILL MATERIAL IS NOT SUITABLE (CONTAINS DEBRIS OR ROCK), REPLACE WITH A LOW RESISTANCE GROUND ENHANCEMENT MATERIAL.

D. WHENEVER CLIENT REQUIRES THE REMOVAL OF WET OR OTHERWISE UNSTABLE SUBGRADE FROM THE FILL MATERIAL PREVIOUSLY PLACED BY THE CONTRACTOR, THE CONTRACTOR SHALL BEAR THE COST OF ALL REMOVAL OF UNSTABLE SOIL AND WITH BACKFILLING OF THE TRENCH.

E. BACKFILL SHALL BE PLACED AND PACKED DOWN TIGHTLY TO ACHIEVE 95 PERCENT MAXIMUM DRY DENSITY AS OBTAINED THROUGH THE STANDARD PROCTOR METHOD (ASTM D-698).

F. FOLLOWING AN APPROVED INSPECTION, BACKFILL MATERIAL SHALL BE DEPOSITED IN THE TRENCH WITH HAND SHOVELS (NOT BY MEANS OF WHEELBARROWS, CARTS, TRUCKS, BULLDOZERS, OR SIMILAR EQUIPMENT) IN 4" LAYERS AND COMPACTED BY MECHANICAL TAMPERS UNTIL THE CONDUCTOR OR PIPE HAS A COVER OF NOT LESS THAN 12" THE REMAINDER OF THE BACKFILL MATERIAL SHALL THEN BE DEPOSITED IN THE TRENCH IN 8" LAYERS AND MECHANICALLY COMPACTED.

G. PROTECT CONDUIT FROM LATERAL MOVEMENT, DAMAGE FROM IMPACT OR UNBALANCED LOADING TO AVOID DISPLACEMENT OF CONDUIT AND/OR STRUCTURES. ANY SUBSEQUENT SETTLEMENT SHALL BE CONSIDERED THE RESULT OF IMPROPER COMPACTION AND SHALL BE PROMPTLY CORRECTED.

H. IF REQUIRED COMPACTION DENSITY HAS NOT BEEN OBTAINED, REMOVE THE BACKFILL FROM THE TRENCH OR STRUCTURE, REPLACE WITH APPROVED BACKFILL, AND RECOMPACT AS SPECIFIED.

**ELECTRICAL NOTES:**

1. OBTAIN PERMITS AND PAY FEES RELATED TO ELECTRICAL WORK PERFORMED ON THIS PROJECT. DELIVER COPIES OF ALL PERMITS TO CLIENT REPRESENTATIVE.

2. SCHEDULE AND ATTEND INSPECTIONS RELATED TO ELECTRICAL WORK REQUIRED BY JURISDICTION HAVING AUTHORITY. CORRECT AND PAY FOR ANY WORK REQUIRED TO PASS ANY FAILED INSPECTION.

3. ENGAGE AN INDEPENDENT ELECTRICAL TESTING FIRM APPROVED BY CLIENT TO TEST AND VERIFY THAT IMPEDANCE DOES NOT EXCEED 3 OHMS TO GROUND. THE COMPLETED SITE SHALL BE TESTED AND A REPORT SENT TO CLIENT REPRESENTATIVE.

4. REDLINED AS-BUILTS ARE TO BE DELIVERED TO CLIENT REPRESENTATIVE.

5. PROVIDE TWO COPIES OF OPERATION AND MAINTENANCE MANUALS IN THREE-RING BINDER.

6. FURNISH AND INSTALL THE COMPLETE ELECTRICAL SERVICE, CABLE TRAY, TELCO CONDUIT AND GROUNDING SYSTEMS.

7. ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL APPLICABLE BUILDING CODES AND LOCAL ORDINANCES, INSTALLED IN A NEAT MANNER, AND SHALL BE SUBJECT TO APPROVAL BY CLIENT REPRESENTATIVE.

8. CONDUCT A PRE-CONSTRUCTION SITE VISIT AND VERIFY EXISTING SITE CONDITIONS AFFECTING THIS WORK. REPORT ANY OMISSIONS OR DISCREPANCIES FOR CLARIFICATION PRIOR TO THE START OF CONSTRUCTION.

9. PROTECT ADJACENT STRUCTURES AND FINISHES FROM DAMAGE. REPAIR TO ORIGINAL CONDITION ANY DAMAGED AREA.

10. REMOVE DEBRIS ON A DAILY BASIS. DEBRIS NOT REMOVED IN A TIMELY FASHION WILL BE REMOVED BY OTHERS AND THE RESPONSIBLE SUBCONTRACTOR SHALL BE CHARGED ACCORDINGLY. REMOVAL OF DEBRIS SHALL BE COORDINATED WITH THE CLIENT'S REPRESENTATIVE. DEBRIS SHALL BE REMOVED FROM THE PROPERTY AND DISPOSED OF LEGALLY. USE OF THE PROPERTY'S DUMPSTER IS PROHIBITED.

11. UPON COMPLETION OF WORK, THE SHELTER SHALL BE CLEAN AND FREE OF DUST AND FINGERPRINTS.

12. ALL CONSTRUCTION SHALL BE INSPECTED AND APPROVED BY LOCAL AUTHORITIES.

13. WIRING DEVICES AND EQUIPMENT SHALL BE UL LISTED AND SPECIFICATION GRADE.

14. FUSES IN SERVICE SWITCHES SHALL BE CLASS "J" CURRENT LIMITING TYPE, 200,000 A.I.C. DISCONNECT SWITCHES TO HAVE REJECTION CLIPS.

15. MATERIALS SHALL BE NEW AND CONFORM TO THE APPLICABLE STANDARDS ESTABLISHED FOR EACH ITEM BY THE ORGANIZATIONS LISTED BELOW:

- AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
- UNDERWRITER'S LABORATORY (UL)
- NATIONAL ELECTRICAL MANUFACTURING ASSOCIATION (NEMA)
- AMERICAN STANDARDS ASSOCIATION (ASA)
- NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

16. INSTALLATION OF MATERIALS SHALL COMPLY WITH REGULATIONS OF:

- THE NATIONAL ELECTRICAL CODE (NFPA 70)
- THE NATIONAL ELECTRICAL SAFETY CODE (ANSI C-2)
- THE LIFE SAFETY CODE (NFPA 101)
- LIQUEFIED PETROLEUM GAS (NFPA58)
- LOCAL CODES

17. ALL CONDUITS SHALL BE SUPPORTED AS PER 2008 N.E.C. (NFPA70).

**GROUNDING NOTES:**

1. PROVIDE GROUNDING AND BONDING IN ACCORDANCE WITH LESSEE NETWORK STANDARD NSTD46 "CELL SITE AND MICROWAVE RADIO STATION PROTECTION", LATEST EDITION UNLESS DIRECTED OTHERWISE BY DRAWINGS, NATIONAL ELECTRICAL CODE, OR AUTHORITIES HAVING JURISDICTION. THE ABOVE REFERENCED SPECIFICATIONS ARE AN INTEGRAL PART OF THE DESIGN DOCUMENTS AND MUST BE STRICTLY ADHERED TO. WHERE CONFLICTS BETWEEN THIS SPECIFICATION, CODES, AND AUTHORITIES HAVING JURISDICTION ARISE, THE MOST STRINGENT SHALL GOVERN. BUSS CONNECTORS SHALL BE 2-HOLE LONG BARREL TYPE COMPRESSION LUGS.

2. LUGS SHALL BE ATTACHED TO BUSES USING BOLTS, NUTS AND STAR AND LOCK WASHERS, NO WASHERS ARE ALLOWED BETWEEN THE ITEMS BEING GROUNDED.

3. SURFACE CONNECTIONS SHALL BE MADE TO BARE METAL. PAINTED SURFACES SHALL BE FILED TO ENSURE PROPER CONTACT. APPLY NON-OXIDIZING AGENT TO CONNECTIONS.

4. COPPER BUSES SHALL BE CLEANED, POLISHED, AND A NON-OXIDIZING AGENT APPLIED. NO FINGERPRINTS OR DISCOLORED COPPER WILL BE PERMITTED.

5. GROUND CONDUCTOR RUNS SHALL BE STRAIGHT AS POSSIBLE, WITH A 6" MINIMUM RADIUS FOR CONDUCTORS UP TO #6, A 12" MINIMUM RADIUS FOR CONDUCTORS FROM #6 UP TO #4/0, A 24" MINIMUM RADIUS FOR #4/0 CONDUCTORS AND UP.

6. HARDWARE (I.E., NUTS BOLTS, WASHERS, ETC.) IS TO BE STAINLESS STEEL.

7. GROUND HYBRID CABLES AT POINTS SHOWN ON GROUNDING RISER DIAGRAM WITH MANUFACTURER'S GROUNDING KITS.

8. GROUNDING CONNECTIONS SHALL BE EXOTHERMIC TYPE (CADWELD) TO GROUND RING AND GROUND RODS. REMAINING GROUNDING CONNECTIONS SHALL BE MECHANICAL CONNECTIONS. CONNECTIONS TO GROUND BARS SHALL BE MADE WITH TWO-HOLE LUGS.

9. GROUND RING COMPRISED OF #2 SOLID BARE TINNED COPPER CONDUCTOR SHALL HAVE A MINIMUM DISTANCE OF 24" FROM THE STRUCTURE AND BE BURIED A MINIMUM OF 30" BELOW GRADE OR 6" BELOW FROST LINE, WHICHEVER IS DEEPER.

10. CADWELD GROUND RODS TO GROUND RING. RODS TO BE MINIMUM 5/8" x 8'-0" GALVANIZED STEEL. THE TOP OF GROUND ROD SHALL EXTEND NO MORE THAN 6 INCHES ABOVE THE BOTTOM OF THE TRENCH.

11. INTERCONNECT SHELTER GROUND RING AND TOWER GROUND RING WITH EXOTHERMIC WELD.

12. INSTALL GROUNDING KIT. BOND HYBRID CABLE OUTER CONDUCTOR TO GROUNDING CONDUCTOR.

13. INSTALL GROUND RODS ON EXTERNAL GROUND RING AT 10' MIN. INTERVALS, 15' MAX. BOND EXTERNAL GROUND RING TO FENCE POSTS AT 20' INTERVALS, MAXIMUM.

14. ALL ELECTRICAL GROUNDING SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LATEST EDITION OF NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 780, APPROVED BY LOCAL AUTHORITY.

15. ALL GROUNDING CONNECTIONS SHALL BE COATED WITH AN ANTI-CORROSIVE AGENT SUCH AS "T&B KOPR SHIELD", "NO-OXY", "NOALOX" OR "PENETROX". VERIFY PRODUCT WITH CONSTRUCTION ENGINEER.

16. GROUND WIRES SHALL BE #2 SOLID BARE TINNED COPPER FROM CONDUCTOR FOR BONDING CONNECTIONS UNLESS OTHERWISE NOTED ON PLANS.

17. DOCUMENT GROUND RING INSTALLATION AND CONNECTIONS WITH PHOTOGRAPHS PRIOR TO BACKFILLING SITE. PRESENT PHOTO ARCHIVE AT SITE "PUNCH LIST" WALK TO CLIENT REPRESENTATIVE.

18. THE ENTIRE SYSTEM SHALL BE SOLIDLY GROUNDED USING LOCKNUTS AND BONDING NUTS ON CONDUITS AND PROPERLY BONDED GROUND CONDUCTORS. RECEPTACLES AND EQUIPMENT BRANCH CIRCUITS SHALL BE GROUNDED WITH A FULL-SIZED EQUIPMENT GROUNDING CONDUCTOR RUN IN THE CIRCUIT'S CONDUIT.

19. GROUNDING SYSTEM SHALL BE INSPECTED DURING CONSTRUCTION AND BEFORE BACKFILLING. REFER TO LESSEE STANDARD NSTD46 FOR ADDITIONAL REQUIREMENTS.

20. MAKE BONDING CONNECTIONS TO ELEMENTS UNDER TENSION (SUCH AS DOWN GUYS) USING COMPRESSION FITTINGS.

21. PERMANENT CONNECTIONS SHALL BE EITHER EXOTHERMIC WELDS OR IRREVERSIBLE COMPRESSION CONNECTIONS. GROUND CONNECTIONS THAT WILL BE REMOVED DURING TESTING SHALL BE MECHANICAL TYPE FITTINGS.

22. WHEN THE METALLIC FENCING RAILS SPAN FROM POST TO POST CREATING A CONDUCTIVE PATH, CONNECTION POINTS ALONG FENCE SHALL NOT EXCEED 20'. IF RAILS ARE NOT PRESENT, EACH FENCE POST MUST BE BONDED TO GROUND RING.



14123 CICERO RD.  
HOUSTON, TX. 77095  
PH: (713) 507-1955

PLANS PREPARED BY:



655 NORTH FRANKLIN STREET, SUITE 15  
TAMPA, FL 33602  
PHONE (813) 620-1460  
WWW.KIMLEY-HORN.COM

| REV. | DATE     | DESCRIPTION                |
|------|----------|----------------------------|
| 4    | 02/13/15 | REVISED RF PER UPDATED NCR |
| 3    | 02/09/15 | REVISED RF PER NCR         |
| 2    | 01/05/15 | REVISED FOUNDATION DESIGN  |
| 1    | 12/04/14 | REVISED SKID LAYOUT        |
| 0    | 11/07/14 | ISSUED FOR REVIEW          |

DRAWN BY: JCM CHECKED BY: AWD

KHA PROJECT NUMBER: 148890054

ENGINEER SEAL:



PROJECT INFORMATION:

MCHARD  
#297774

15115 HOOPER RD 1/5  
PEARLAND, TX 77584  
HARRIS COUNTY

SHEET TITLE:

NOTES AND  
SPECIFICATIONS

SHEET NUMBER:

N-4

**CHAIN LINK FENCES AND GATES**

1. GENERAL:

A. PROVIDE CHAIN LINK FENCES AND GATES AS COMPLETE UNITS BY A SINGLE SUPPLY SOURCE INCLUDING NECESSARY ERECTION ACCESSORIES, FITTINGS, AND FASTENINGS.

2. PRODUCTS AND MATERIALS (AS APPROVED BY CONSTRUCTION MANAGER OR AS WITHIN CONSTRUCTION DOCUMENTS):

A. REFER TO DRAWINGS FOR FABRIC HEIGHT AND OVER WITH 2-INCH MESH SHALL BE KNUCKLED AT ONE SELVAGE AND TWISTED AT THE OTHER; ALL MESHES 60 INCHES HIGH AND UNDER SHALL BE KNUCKLED AT BOTH SELVAGES.

B. STEEL FABRIC:

COMPLY WITH CHAIN LINK FENCE MANUFACTURER'S INSTITUTE (CLFMI) PRODUCT MANUAL. FURNISH ONE PIECE OF FABRIC WIDTHS. WIRE SIZE INCLUDES ZINC OR ALUMINUM COATING.

1. SIZE: 2-INCH MESH, 9 GAUGE (0.148-INCH DIAMETER) WIRE
2. GALVANIZED STEEL FINISH: ASTM A392, CLASS 2, WITH A MINIMUM 2.0 OZ. ZINC PER SQ. FT. OF UNCOATED WIRE SURFACE.

C. FRAMEWORK AND ACCESSORIES:

1. GENERAL REQUIREMENTS: EXCEPT AS INDICATED OTHERWISE, CONFORM TO THE CHAIN LINK FENCE MANUFACTURERS INSTITUTE (CLFMI) PRODUCT MANUAL, INDUSTRIAL STEEL GUIDE FOR FENCE RAILS, POSTS, GATES AND ACCESSORIES.

2. STRENGTH REQUIREMENTS FOR POSTS AND RAILS CONFORMING TO ASTM F1043.

3. TYPE 1 PIPE: HOT-DIPPED GALVANIZED STEEL PIPE CONFORMING TO ASTM F1083, PLAN ENDS, STANDARD WEIGHT (SCHEDULE 40) WITH NOT LESS THAN 1.8 OZ. ZINC PER SQ. FT. OF SURFACE AREA COATED.

4. FITTINGS: COMPLY WITH ASTM F626, MILL FINISHED ALUMINUM OR GALVANIZED STEEL, TO SUIT MANUFACTURER'S STANDARDS.

5. TOP RAIL: MANUFACTURER'S LONGEST LENGTHS, WITH EXPANSION TYPE COUPLINGS, APPROXIMATELY 6 INCHES LONG, FOR EACH JOINT. PROVIDE MEANS FOR ATTACHING TOP RAIL SECURELY TO EACH GATE CORNER, PULL AND END POST.

A. GALVANIZED STEEL: 1-1/4 INCH NPS (1.66 INCH OD) TYPE I OR II STEEL PIPE OR 1.625 INCH X 1.25 INCH ROLL-FORMED C SECTIONS WEIGHING 1.35 LBS. PER FT.

D. SWING GATES:

COMPLY WITH ASTM F900. PROVIDE HARDWARE AND ACCESSORIES FOR EACH GATE, GALVANIZED PER ASTM A153, AND IN ACCORDANCE WITH THE FOLLOWING:

1. HINGES: NON-LIFT-OFF TYPE, OFFSET TO PERMIT 180 DEG. GATE OPENING.
2. LATCH: FORKED TYPE OR PLUNGER-BAR TYPE TO PERMIT OPERATION FROM EITHER SIDE OF GATE, WITH PADLOCK EYE AS INTEGRAL PART OF LATCH.
3. KEEPER: PROVIDE KEEPER FOR VEHICLE GATES, WHICH AUTOMATICALLY ENGAGES GATE LEAF AND HOLDS IT IN OPEN POSITION UNTIL MANUALLY RELEASED.
4. GATE STOPS: PROVIDE GATE STOPS FOR DOUBLE GATES, CONSISTING OF 2" O.D. x 12" LONG PIPE GATE KEEPER, EMBEDDED IN CONCRETE, AND DESIGNED TO ENGAGE CENTER DROP ROD OR PLUNGER BAR. INCLUDE LOCKING DEVICE AND PADLOCK EYES AS INTEGRAL PART OF LATCH, PERMITTING BOTH GATE LEAVES TO BE LOCKED WITH SINGLE PADLOCK.

E. CONCRETE:

PROVIDE CONCRETE CONSISTING OF PORTLAND CEMENT, ASTM C150, AGGREGATES ASTM C33, AND CLEAN WATER.



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| 0    | 11/07/14 | ISSUED FOR REVIEW          |

DRAWN BY: JCM CHECKED BY: AWD

KHA PROJECT NUMBER: 14899054

ENGINEER SEAL:



PROJECT INFORMATION:

MCHARD  
#297774

15115 HOOPER RD 1/5  
PEARLAND, TX 77584  
HARRIS COUNTY

SHEET TITLE:

NOTES AND SPECIFICATIONS

SHEET NUMBER:

N-5





10 PASTEUR SUITE 100  
IRVINE, CALIFORNIA 92618

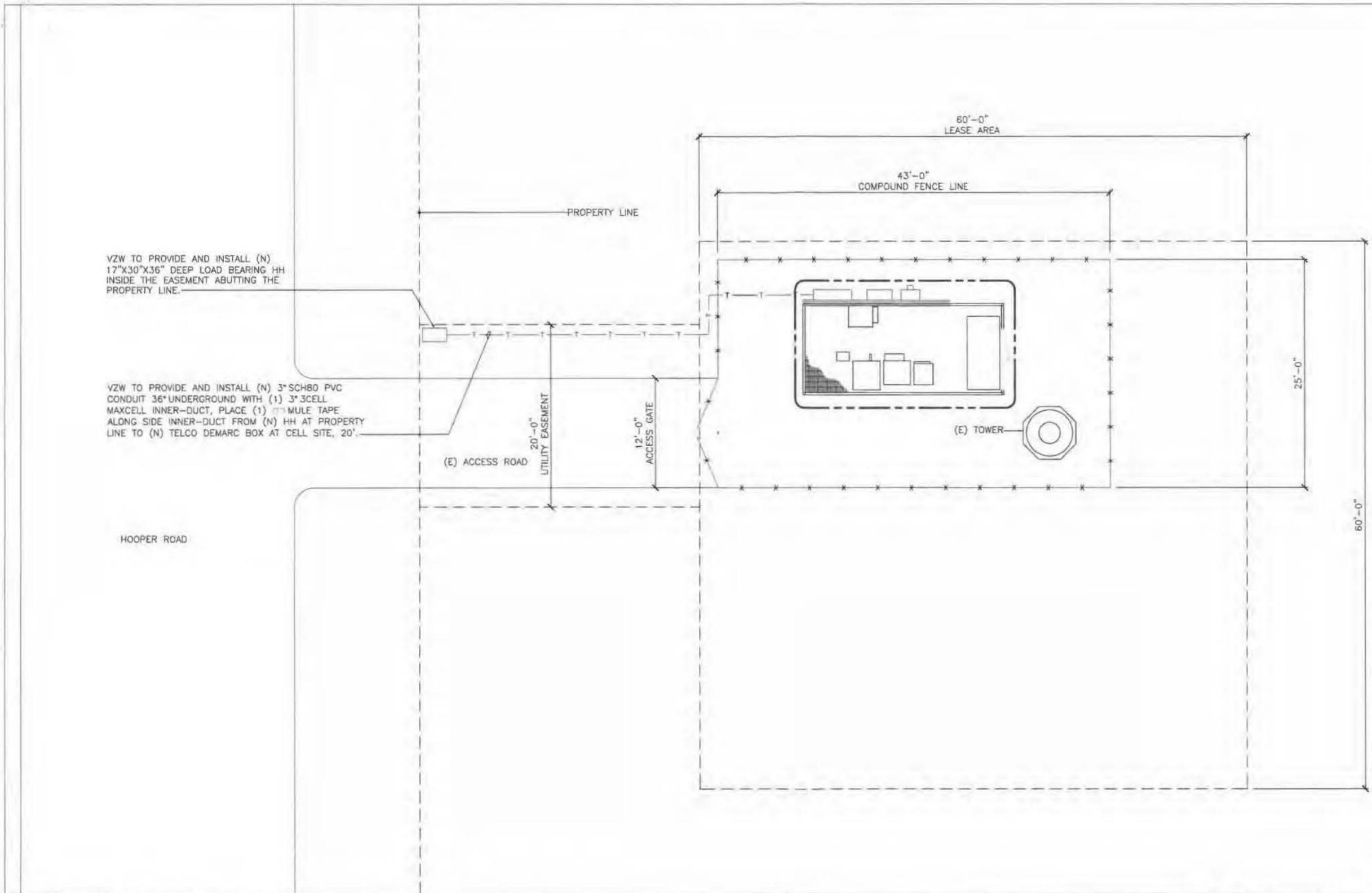
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IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT

297774  
MCHARD  
15115 HOOPER RD 1/5  
PEARLAND, TX.

SHEET TITLE  
SITE PLAN

SHEET NUMBER  
**A-1**



SITE OVERVIEW

|               |  |
|---------------|--|
| NEW/PROPOSED: |  |
| EXISTING:     |  |
| PATH-TELCO:   |  |
| PATH-POWER:   |  |

|                 |  |
|-----------------|--|
| PATH-GROUND:    |  |
| FENCE:          |  |
| WALL PARTITION: |  |

GRAPHICS LEGEND

|       |                               |
|-------|-------------------------------|
| FIF:  | FACILITY INTERFACE FRAME      |
| OBIF: | OPTICAL BASESTATION INTERFACE |
| TDMA: | TIME DIVISION MULTIPLE ACCESS |
| CDMA: | CODE DIVISION MULTIPLE ACCESS |
| LTE:  | LONG TERM EVOLUTION           |
| TI:   | TENANT IMPROVEMENT            |

|          |                                      |
|----------|--------------------------------------|
| RRU/MRU: | REMOTE/MOBILE RADIO UNIT             |
| RET:     | REMOTE ELECTRICAL TILT               |
| TMA:     | TOWER MOUNTED AMPLIFIER              |
| CMU:     | CONCRETE MASONRY UNIT                |
| GPS:     | GLOBAL POSITIONING SYSTEM            |
| HVAC:    | HEATING VENTILATION AIR CONDITIONING |

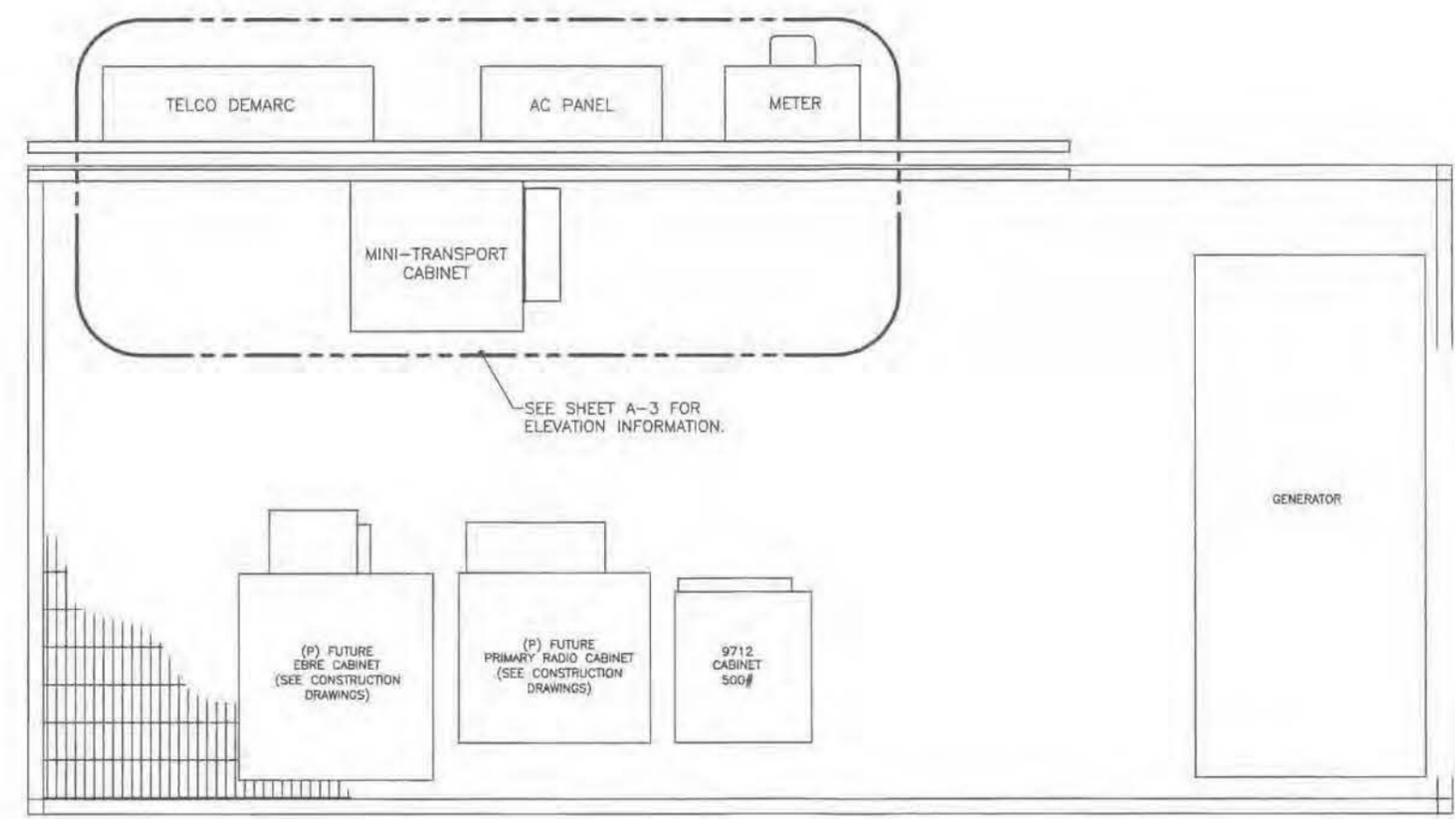
ACRONYM LEGEND



1



10 PASTEUR SUITE 100  
IRVINE, CALIFORNIA 92618



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297774  
MCHARD  
15115 HOOPER RD 1/5  
PEARLAND, TX.

SHEET TITLE  
EQUIPMENT PLAN

SHEET NUMBER  
**A-2**

EQUIPMENT PLAN



1

|               |  |
|---------------|--|
| NEW/PROPOSED: |  |
| EXISTING:     |  |
| PATH-TELCO:   |  |
| PATH - POWER: |  |

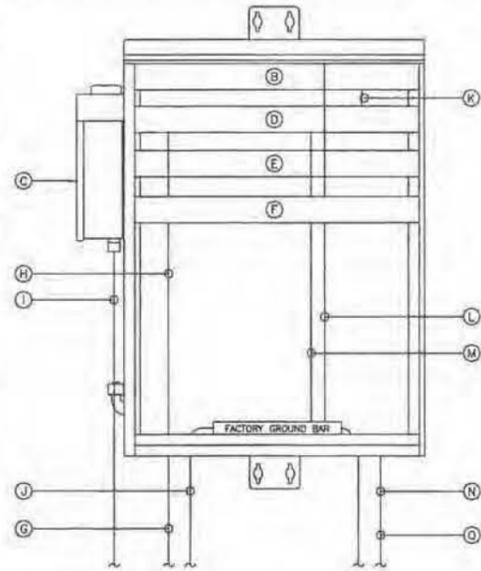
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|-----------------|--|
| PATH-GROUND:    |  |
| FENCE:          |  |
| WALL PARTITION: |  |

|       |                               |
|-------|-------------------------------|
| FI:   | FACILITY INTERFACE FRAME      |
| OBIF: | OPTICAL BASESTATION INTERFACE |
| TDMA: | TIME DIVISION MULTIPLE ACCESS |
| CDMA: | CODE DIVISION MULTIPLE ACCESS |
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| TI:   | TENANT IMPROVEMENT            |

|          |                                      |
|----------|--------------------------------------|
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| CMU:     | CONCRETE MASONRY UNIT                |
| GPS:     | GLOBAL POSITIONING SYSTEM            |
| HVAC:    | HEATING VENTILATION AIR CONDITIONING |

GRAPHICS LEGEND

ACRONYM LEGEND



- A FACTORY GROUND BAR.
- B FACTORY INSTALLED AC/DC CONVERTER WITH INTERNAL GAT FUSE PANEL (2RU).
- C FACTORY INSTALLED AC POWER CENTER.
- D CARRIER TO PROVIDE AND INSTALL ETHERNET DEVICE (1RU).
- E VZW TO PROVIDE AND INSTALL (1) FIBER HANDOFF PANEL (1RU).
- F VZW TO PROVIDE AND INSTALL (1) 7705 ROUTER (2RU).
- G CARRIER TO PROVIDE AND INSTALL FIBER JUMPERS FROM THE CARRIER PROVIDED FTP IN THE ADJACENT VZW TELCO BOX TO THE ETHERNET DEVICE IN THE MINI-TRANSPORT CABINET.
- H VZW TO PROVIDE AND INSTALL (1) 2" FLEX CONDUIT CONTAINING (1) 1.25" CORRUGATED INNERDUCT WITH MULE TAPE INSIDE FROM THE (N) TELCO DEMARC BOX TO THE (N) MINI-TRANSPORT CABINET.
- I VZW TO PROVIDE AND INSTALL (1) 1.5" RIGID CONDUIT CONTAINING (1) 240 VAC 70A CIRCUIT USING #4 AWG WIRE FROM THE AC BREAKER PANEL TO THE AC POWER CENTER ON THE LEFT SIDE OF THE MINI-TRANSPORT CABINET. CIRCUIT TO BE TERMINATED AT THE FACTORY 70A BREAKER OF THE AC POWER CENTER AND LABELED AT BOTH ENDS.
- J VZW TO PROVIDE AND INSTALL (1) 2" FLEX CONDUIT CONTAINING (1) #6 AWG GROUND WIRE FROM THE VZW MGB TO THE INTERNAL GROUND BAR OF THE MINI-TRANSPORT CABINET.
- K VZW TO PROVIDE AND INSTALL (2) +24 VDC 3A CIRCUITS USING #14 AWG WIRE FROM THE GAT FUSE PANEL OF THE AC/DC CONVERTER COILED AND INSULATED AT THE LOCATION OF THE ETHERNET DEVICE.
- L VZW TO PROVIDE AND INSTALL #6 AWG WIRE FROM THE INTERNAL GROUND BAR OF THE MINI TRANSPORT CABINET TERMINATED AT THE VZW AC/DC CONVERTER.
- M VZW TO PROVIDE AND INSTALL #6 AWG WIRE TERMINATED AT THE INTERNAL GROUND BAR OF THE MINI-TRANSPORT CABINET, COILED AND INSULATED AT THE LOCATION OF THE ETHERNET DEVICE.
- N VZW TO PROVIDE AND INSTALL (1) 2" CONDUIT WITH MULE TAPE INSIDE FROM THE MINI-TRANSPORT CABINET TO NODE B.
- O VZW TO PROVIDE AND INSTALL (1) 1.5" CONDUIT FROM THE PERMANENT DC POWER SUPPLY TO THE MINI-TRANSPORT CABINET FOR BATTERY BACKUP TO THE AC/DC CONVERTER.

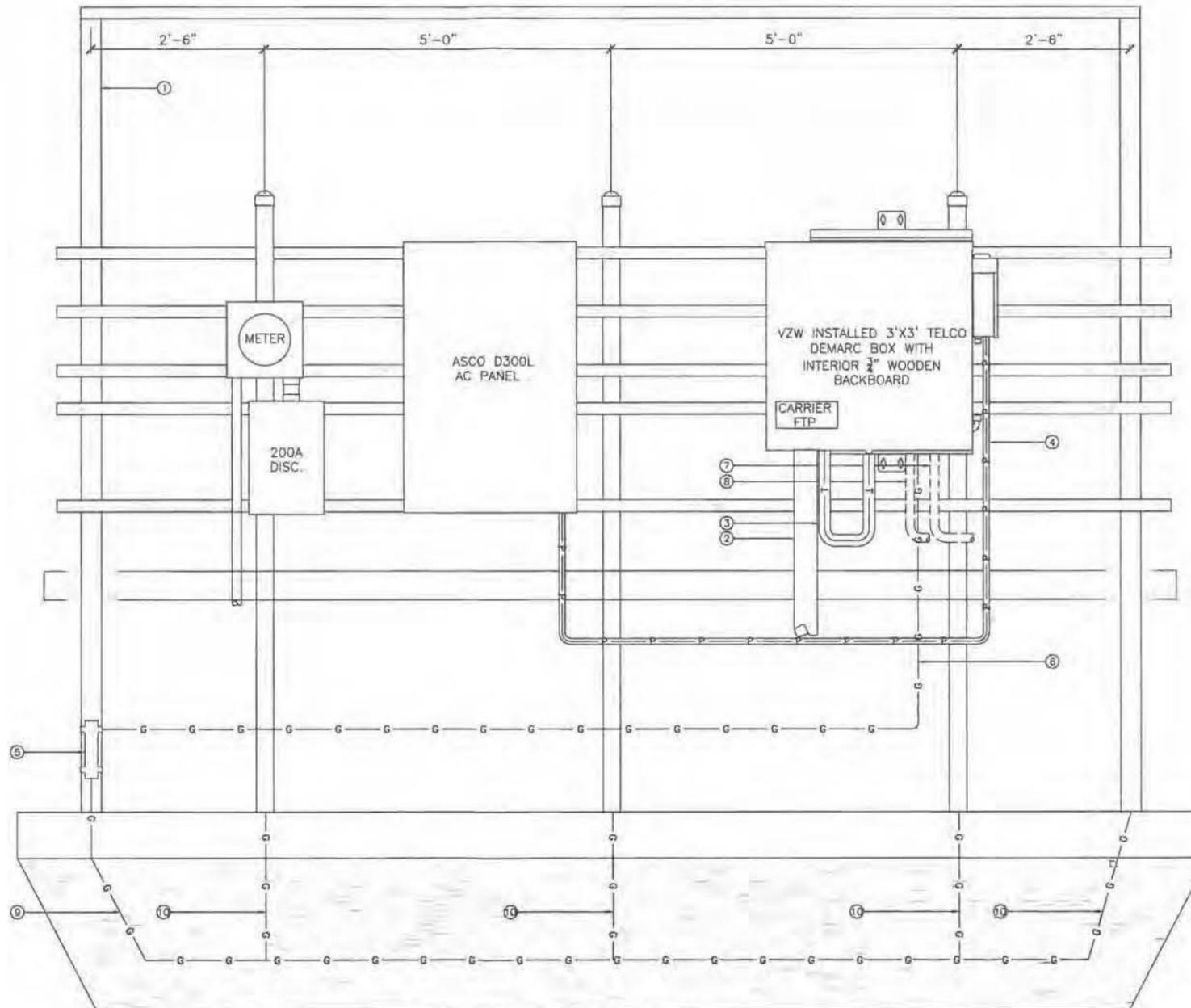
NOTES:  
ALL INSTALLATION OF AC, DC, COPPER WIRING AND FIBER PLACEMENT TO BE COMPLETED PER VZW STANDARDS. LACING IS REQUIRED, NO ZIP TIES ALLOWED.



- 1 VZW TO PROVIDE AND INSTALL (1) (N) 8" H-FRAME NEXT TO THE RAISED PLATFORM TO THE RAISED PLATFORM. (CONSTRUCTION TO DETERMINE THE LENGTH OF H-FRAME REQUIRED TO FIT ALL EQUIPMENT)
- 2 VZW TO PROVIDE AND INSTALL (N) 3" SCH40 PVC CONDUIT 36" UNDERGROUND WITH (1) 3" SCELL MAXWELL INNER-DUCT, PLACE (1) MULE TAPE ALONG SIDE INNER-DUCT FROM (N) 18" AT PROPERTY LINE TO (N) TELCO DEMARC BOX AT CELL SITE, 20'.
- 3 VZW TO PROVIDE AND INSTALL (1) 2" FLEX CONDUIT CONTAINING (1) 1.25" CORRUGATED INNERDUCT WITH MULE TAPE INSIDE FROM THE TELCO DEMARC CABINET TO THE MINI-TRANSPORT CABINET.
- 4 VZW TO PROVIDE AND INSTALL (1) 1.5" RIGID WITH (1) 240 VAC 70A CIRCUIT USING #4 AWG WIRE FROM THE AC BREAKER PANEL TO THE POWER CENTER BOX ON THE LEFT SIDE OF THE MINI-TRANSPORT CABINET.
- 5 VZW TO PROVIDE AND INSTALL (1) MGB ON THE LEFT SIDE H-FRAME SUPPORT POST.

- 6 VZW TO PROVIDE AND INSTALL (1) 2" FLEX CONDUIT CONTAINING (1) #6 AWG GROUND WIRE FROM THE (N) VZW INSTALLED MGB TO THE MINI-TRANSPORT CABINET.
- 7 VZW TO PROVIDE AND INSTALL (1) 2" CONDUIT WITH MULE TAPE INSIDE FROM THE MINI-TRANSPORT CABINET TO NODE B.
- 8 VZW TO PROVIDE AND INSTALL 1.5" CONDUIT FROM THE PERMANENT DC POWER PLANT TO THE MINI-TRANSPORT CABINET.
- 9 VZW TO PROVIDE AND INSTALL (1) 2" FLEX CONDUIT CONTAINING (1) #2 AWG THINW GROUND WIRE FROM EACH H-FRAME SUPPORT POST TO THE GROUND RING.
- 10 VZW TO PROVIDE AND INSTALL (1) 2" FLEX CONDUIT CONTAINING (1) #2 AWG THINW GROUND WIRE FROM THE (N) VZW MGB TO THE GROUND RING. GROUND WIRE IS CAD WELDED AT THE SUPPORT POST.

NOTES:  
VZW TO PROVIDE AND INSTALL H-FRAME, ALL CONDUIT, WIRE, INNERDUCT, MULE TAPE, TRENCHING, TELCO DEMARC BOX, MINI-TRANSPORT CABINET, AC AND DC POWER, AND GROUNDING.  
CARRIER TO PROVIDE AND INSTALL THE (N) FIBER, FTP, ETHERNET DEVICE, AND FIBER JUMPERS FROM THE FTP TO THEIR ETHERNET DEVICE.



ELEVATION

|               |  |
|---------------|--|
| NEW/PROPOSED: |  |
| EXISTING:     |  |
| PATH-TELCO:   |  |
| PATH-POWER:   |  |

|                 |  |
|-----------------|--|
| PATH-GROUND:    |  |
| FENCE:          |  |
| WALL PARTITION: |  |

|       |                               |
|-------|-------------------------------|
| FI:   | FACILITY INTERFACE FRAME      |
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|          |                                      |
|----------|--------------------------------------|
| RRU/MRU: | REMOTE/MOBILE RADIO UNIT             |
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| GPS:     | GLOBAL POSITIONING SYSTEM            |
| HVAC:    | HEATING VENTILATION AIR CONDITIONING |

GRAPHICS LEGEND

ACRONYM LEGEND



10 PASTEUR SUITE 100  
IRVINE, CALIFORNIA 92618

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297774  
MCHARD  
15115 HOOPER RD 1/5  
PEARLAND, TX.

SHEET TITLE  
ELEVATION

SHEET NUMBER  
A-3

Project: VZW – TRANS – TX

General Itemized Scope Notes:

1) General Contractor to supply and install the following items, as indicated on the drawings:

- a. Pull boxes/hand holes, for underground designs, refer to drawings for size, location, qty.
- b. Weatherheads and poles, for aerial designs, refer to drawings for size, location, qty.
- c. All conduits (PVC, Flexible or Rigid), underground 3" minimum PVC conduit for fiber, for power wires, power leads, and other conduit connections required in drawings.
- d. Smooth wall innerduct in underground conduit.
- e. Corrugated Innerduct permissible within shelters and above ground/under ground conduit.
- f. All conduits to be supplied with a pole rope (muletape), rope or innerduct to have meter footage readings available.
- g. All supports for all equipment (unless otherwise specified on drawings as provided by EBH carrier), in-frame, etc. refer to drawings.
- h. NEMA boxes: 36"x36" telco/demark box, Mini-transport cabinet (note wiring may be required to power the transport cabinet heat exchanger).
- i. AC Meter and AC panel and conduit and power leads to the mini-transport cabinet.
- j. AC/DC converter or rectifier, AC leads to device and DC leads to fuse panel.
- k. GMT 24vdc fuse panel with fuses for leads supplied to all equipment, including EBH carrier provided equipment. Fuses for EBH carrier devices are to be left loose (within mini-transport and available for install by EBH carrier once their equipment is wired; wire provided by GC, connection to EBH carrier equipment by carrier.
- l. Power and Ground; ground ring, ground bus bar, all power and ground leads/wires for all equipment, including carrier provided equipment, as well as grounding for all supports, boxes, cabinets, etc. Refer to drawings for lead count, wire gauge, etc.

2) Other specifications:

- a. Point of termination (POC) for fiber type defined in full, applicable to underground designs, is required on the Landlord's property abutting the RDUV line.
- U Traffic rated boxes and lids required whenever exposed to vehicle or cattle traffic. Refer to drawings for handle size.
- ii. Intermediate hand holes are required at a minimum every 500' of conduit.
- iii. Conduit is to enter and exit the handhole parallel to the ground, and shall not insert the hand hole in a vertical manner.
- iv. Conduit from POC, or Weatherhead (for aerial designs) to the next pull/lead device, to be 3" diameter.
- v. Underground conduit to be schedule 40, or schedule 40 conduit under a driveway and installed at 90° below surface.
- vi. (1) 2" ID Chamber detectable metal innerduct from the POC to the demark box.
- vii. All turns/bends in underground 3" conduit are to be a min 30" radius.
- c. Unless otherwise specified in the drawings, no equipment will be supplied by the carrier for the GC to install. Review drawings with specific carriers required installation of their equipment, but that is not for GC the case.
- d. Room ready notifications are required the same day all preparation is complete.
- e. Close Out Package (COP) is required for each site. Minimum requirements for photos of all work, but not limited to: POC (with lid off), in-frame, all boxes with doors open, muletape readings (within wire bundle), and voltage meter (indicating +24vdc power availability).



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IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DATE: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
PROJECT: \_\_\_\_\_

SHEET TITLE  
SOW/ASSUMPTIONS

SHEET NUMBER  
**B-1**



## MaxCell: Part Number Overview

All MaxCell is white in color. The heavy thread "stripe" running along the length of the MaxCell "pack" is specified by the part numbers below. Each individual pull tape in each cell has its own unique thread "stripe" for easy identification. Pull tapes are either white, white with blue stripe, or white with orange stripe.

| Product (Std. Color)  | Footage (Reel)  | Standard Product (MXC) | Detachable Product (MXD) | Plenum Product (MXP)              | Riser Product (MXR) |
|---|-----------------|------------------------|--------------------------|-----------------------------------|---------------------|
| 4" 3-Cell Product<br>Standard color is Green (GR)                                   | 250             | MXC4003XX250           | MXD4003XX250             | Plenum 4" 3-Cell<br>Not Available | MXR4003XX250        |
|   | 500-999         | MXC4003XX500           | MXD4003XX500             |                                   | MXR4003XX500        |
|   | 1,000-2,649     | MXC4003XX1000          | MXD4003XX1000            |                                   | MXR4003XX1000       |
|   | 2,650-5,299     | MXC4003XX2650          | MXD4003XX2650            |                                   | MXR4003XX2650       |
|   | 5,300-9,999     | MXC4003XX5300          | MXD4003XX5300            |                                   | MXR4003XX5300       |
| 10,000-13,000   | MXC4003XX10000  | MXD4003XX10000         | MXR4003XX10000           |                                   |                     |
| 3" 3-Cell Product<br>Standard colors are either Black (BK) or Blue (BL) or Red (RD) | 250             | MXC3456XX250           | MXD3456XX250             | MXP3456XX250                      | MXR3456XX250        |
|   | 500-999         | MXC3456XX500           | MXD3456XX500             | MXP3456XX500                      | MXR3456XX500        |
|   | 1,000-2,649     | MXC3456XX1000          | MXD3456XX1000            | MXP3456XX1000                     | MXR3456XX1000       |
|   | 2,650-5,299     | MXC3456XX2650          | MXD3456XX2650            | MXP3456XX2650                     | MXR3456XX2650       |
|   | 5,300-9,999     | MXC3456XX5300          | MXD3456XX5300            | MXP3456XX5300                     | MXR3456XX5300       |
| 10,000-13,000   | MXC3456XX10000  | MXD3456XX10000         | MXP3456XX10000           | MXR3456XX10000                    |                     |
| 2" 3-Cell Product<br>Standard color is Yellow (YL)                                  | 250             | MXC2003XX250           | MXD2003XX250             | MXP2003XX250                      | MXR2003XX250        |
|   | 500-999         | MXC2003XX500           | MXD2003XX500             | MXP2003XX500                      | MXR2003XX500        |
|   | 1,000-2,649     | MXC2003XX1000          | MXD2003XX1000            | MXP2003XX1000                     | MXR2003XX1000       |
|   | 2,650-5,299     | MXC2003XX2650          | MXD2003XX2650            | MXP2003XX2650                     | MXR2003XX2650       |
|   | 5,300-9,999     | MXC2003XX5300          | MXD2003XX5300            | MXP2003XX5300                     | MXR2003XX5300       |
| 10,000-13,000   | MXC2003XX10000  | MXD2003XX10000         | MXP2003XX10000           | MXR2003XX10000                    |                     |
| 2" 2-Cell Product<br>Standard color is Purple (PR)                                  | 250             | MXC2002XX250           | MXD2002XX250             | MXP2002XX250                      | MXR2002XX250        |
|   | 500-999         | MXC2002XX500           | MXD2002XX500             | MXP2002XX500                      | MXR2002XX500        |
|   | 1,000-2,649     | MXC2002XX1000          | MXD2002XX1000            | MXP2002XX1000                     | MXR2002XX1000       |
|   | 2,650-5,299     | MXC2002XX2650          | MXD2002XX2650            | MXP2002XX2650                     | MXR2002XX2650       |
|   | 5,300-9,999     | MXC2002XX5300          | MXD2002XX5300            | MXP2002XX5300                     | MXR2002XX5300       |
| 10,000-13,000   | MXC2002XX10000  | MXD2002XX10000         | MXP2002XX10000           | MXR2002XX10000                    |                     |
| 2" 1-Cell Product<br>Standard color is White (WH)                                   | 250             | MXC2001XX250           | MXD2001XX250             | MXP2001XX250                      | MXR2001XX250        |
|   | 500-999         | MXC2001XX500           | MXD2001XX500             | MXP2001XX500                      | MXR2001XX500        |
|   | 1,000-2,649     | MXC2001XX1000          | MXD2001XX1000            | MXP2001XX1000                     | MXR2001XX1000       |
|   | 2,650-5,299     | MXC2001XX2650          | MXD2001XX2650            | MXP2001XX2650                     | MXR2001XX2650       |
|   | 5,300-9,999     | MXC2001XX5300          | MXD2001XX5300            | MXP2001XX5300                     | MXR2001XX5300       |
| 10,000-13,000   | MXC2001XX10000  | MXD2001XX10000         | MXP2001XX10000           | MXR2001XX10000                    |                     |
| Micro 3-Cell Product<br>Standard color is Black (BK)                                | 250             | MXCM3303XX250          | MXDM3303XX250            | MXPM3303XX250                     | MXRM3303XX250       |
|   | 500-999         | MXCM3303XX500          | MXDM3303XX500            | MXPM3303XX500                     | MXRM3303XX500       |
|   | 1,000-2,649     | MXCM3303XX1000         | MXDM3303XX1000           | MXPM3303XX1000                    | MXRM3303XX1000      |
|   | 2,650-5,299     | MXCM3303XX2650         | MXDM3303XX2650           | MXPM3303XX2650                    | MXRM3303XX2650      |
|   | 5,300-9,999     | MXCM3303XX5300         | MXDM3303XX5300           | MXPM3303XX5300                    | MXRM3303XX5300      |
| 10,000-13,000   | MXCM3303XX10000 | MXDM3303XX10000        | MXPM3303XX10000          | MXRM3303XX10000                   |                     |
| Micro 2-Cell Product<br>Standard color is Black (BK)                                | 250             | MXCM3302XX250          | MXDM3302XX250            | MXPM3302XX250                     | MXRM3302XX250       |
|   | 500-999         | MXCM3302XX500          | MXDM3302XX500            | MXPM3302XX500                     | MXRM3302XX500       |
|   | 1,000-2,649     | MXCM3302XX1000         | MXDM3302XX1000           | MXPM3302XX1000                    | MXRM3302XX1000      |
|   | 2,650-5,299     | MXCM3302XX2650         | MXDM3302XX2650           | MXPM3302XX2650                    | MXRM3302XX2650      |
|   | 5,300-9,999     | MXCM3302XX5300         | MXDM3302XX5300           | MXPM3302XX5300                    | MXRM3302XX5300      |
| 10,000-13,000   | MXCM3302XX10000 | MXDM3302XX10000        | MXPM3302XX10000          | MXRM3302XX10000                   |                     |
| Micro 1-Cell Product<br>Standard color is Black (BK)                                | 250             | MXCM3301XX250          | MXDM3301XX250            | MXPM3301XX250                     | MXRM3301XX250       |
|   | 500-999         | MXCM3301XX500          | MXDM3301XX500            | MXPM3301XX500                     | MXRM3301XX500       |
|   | 1,000-2,649     | MXCM3301XX1000         | MXDM3301XX1000           | MXPM3301XX1000                    | MXRM3301XX1000      |
|   | 2,650-5,299     | MXCM3301XX2650         | MXDM3301XX2650           | MXPM3301XX2650                    | MXRM3301XX2650      |
|   | 5,300-9,999     | MXCM3301XX5300         | MXDM3301XX5300           | MXPM3301XX5300                    | MXRM3301XX5300      |
| 10,000-13,000   | MXCM3301XX10000 | MXDM3301XX10000        | MXPM3301XX10000          | MXRM3301XX10000                   |                     |

Productivity Redefined

MaxCell® is offered in a variety of configurations and reel sizes. The part numbers used for ordering MaxCell are constructed using by as many as 14 characters:

MX C 3456 XX 10000

MX is the standard prefix to identify the product as a MaxCell product.

C is the Product Line Code (C-Standard, D-Detachable, P-Plenum, R-Riser)

3456 is the Product Configuration Code (3456-3" 3 Cell, 2002-2" 2 Cell, 2003-2" 3 Cell, 400

XX is the color code (BK-Black, RD-Red, BL-Blue, YL-Yellow, WH-White, PR-Purple, GR-Green)

10000 is a standard footage\* (Standard Footages used in Part Number)

Standard Colors:

3" 3-Cell: Black, Blue, Red; 2" 2-Cell: Purple; 2" 3-Cell: Yellow; 2" 1-Cell: White; 4" 3

\*The standard footages used in our pricing standards. Standard footage specific reel lengths.

### MaxCell: Pricing Rules

Pricing Rules:

**Pricing By Reels** – Pricing for all ord shown. When using XX for non-stan

**Custom Reel Pricing** – When order required length is used for both part. For example, for standard black 3" 3 MXC3456BK2650 and the Purchase

Part# MXC3456BK2650

Qty: 14,000' (4 reels, 3500' each)

**Quantity Definitions** – Purchase Ord be interpreted as standard reel length MXC3456BK2650 and a quantity of 10

### Accessory Part Number Overview

Installation Kits

| Part Number | Description                                     |
|-------------|---|
| MXCIK11     | Install kit for all products, single pack pulls |
| MXCIK21     | Install kit for all products, double pack pulls |
| MXCIK31CH   | Install kit for all products, triple pack pulls |

Installation Parts

| Part Number | Description          |
|-------------|----------------------|
| MXCSW       | 1800lb swivel, .875" |
| MXC2CH      | 2-Way chain harne    |
| MXC3CH      | 3-Way chain harne    |

Termination Products-Inflatable Wrap Bags

| Part Number | Description                    |
|-------------|--------------------------------|
| MXCITB3     | Inflatable termination bag for |
| MXCITB4     | Inflatable termination bag for |
| MXCITB5     | Inflatable termination bag for |
| MXCITB6     | Inflatable termination bag for |
| MXCITT      | Inflation termination          |
| MXCIGC      | CO2 Gas cartridge for M        |

Termination Products-100% Water Tight Split Plugs

| Part Number | Description                          |
|-------------|--------------------------------------|
| MXCTP4      | 4" Duct water tight termination plug |
| MXCTP6      | 6" Duct water tight termination plug |
| MXCTBSET070 | Bushing set, MaxCell for .70" holes  |
| MXCTBSET090 | Bushing set, MaxCell for .90" holes  |
| MXCTBSET110 | Bushing set, MaxCell for 1.10" holes |

600 Plum Creek Drive, Wadsworth, OH 44281 • 888.387.3828 • www.maxcell.us

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

|   |  |
|---|--|
| <b>AGENDA OF: 7-27-15</b>   | <b>ITEM</b> Ordinance No. 1514           |
| <b>DATE SUBMITTED: 7-6-15</b>   | <b>DEPARTMENT OF ORIGIN: Planning</b>    |
| <b>PREPARED BY: Darrin Coker</b>  | <b>PRESENTOR: Darrin Coker REVIEW</b>    |
| <b>REVIEWED BY: NA</b>  | <b>DATE: NA</b>                          |
| <b>SUBJECT: Gas Rate Case Settlement</b>  |  |
| <b>EXHIBITS: Ordinance 1514</b>   |  |
| <b>EXPENDITURE REQUIRED:<br/>AMOUNT AVAILABLE:<br/>ACCOUNT NO.:</b>   | <b>AMOUNT BUDGETED:<br/>PROJECT NO.:</b> |
| <b>ADDITIONAL APPROPRIATION REQUIRED:<br/>ACCOUNT NO.:</b>  |  |
| <b>PROJECT NO.:</b>   |  |
| <b>To be completed by Department:</b>   |  |
| <input type="checkbox"/> Finance <input type="checkbox"/> Legal <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution |  |

**EXECUTIVE SUMMARY**

I recently updated the Council on the proposed settlement of the City's gas rate cases with CenterPoint Energy. Based on the feedback I received, the Council appears to be satisfied with the settlement. **A detailed summary of the settlement is attached for your review.** It should be noted that all members in the City's coalition are recommending approval of the settlement.

AGENDA INFORMATION SHEET  
ITEM NO. \_\_\_\_\_

**DENIAL OF CENTERPOINT ENERGY'S PROPOSED INCREASE IN RATES FILED ON ABOUT MARCH 27, 2015 AND APPROVING A SETTLEMENT, WHICH INCLUDES AN INCREASE OF \$4.9 MILLION COMPARED TO CENTERPOINT'S REQUESTED INCREASE IN RATES OF \$7.2 MILLION AND RESOLVES LITIGATION OF PENDING APPEALS**

**BACKGROUND**

This agenda item presents a Settlement Agreement of the rate case CenterPoint Energy Resources Corp., d/b/a CenterPoint Entex and CenterPoint Energy Texas Gas ("CenterPoint" or "Company") submitted to the City on about March 27, 2015, as well as four (4) other rate cases submitted by CenterPoint from 2008 – 2011. Thus, the Settlement Agreement resolves 5 rate cases:

1. CenterPoint's rate case filed with the Railroad Commission of Texas ("Commission") and the City on about March 27, 2015, which the City suspended in April, 2015; the Commission assigned Gas Utilities Docket (GUD) No. 10432 to CenterPoint's application
2. GUD No. 9791 (2008); GUD 9791 is the seminal case in which the Commission approved a "cost of service adjustment" ("COSA");
3. GUD 9910 (2009);
4. GUD 10007 (2010); and
5. GUD 10097 (2011).

The City participated in these proceedings as part of Texas Coast Utilities Coalition (TCUC) of cities. The Cities of Angleton, Baytown, Clute, Freeport, League City, Pearland, Shoreacres, West Columbia, and Wharton are members in TCUC.

**MARCH 27, 2015 RATE CASE (GUD No. 10432):**

CenterPoint sought an increase of \$7.2 million, which represents an increase of about 11.3%. TCUC's Special Counsel (Herrera & Boyle, PLLC – Alfred R. Herrera) and TCUC's consultant (NewGen Strategies & Solutions, LLC - Ms. Constance Cannady) recommend that the City approve the Settlement Agreement that increases rates by \$4.9 million in annual revenue, an increase of about 9.8%, and resolves appeals of the Railroad Commission's final orders in 4 prior rate cases.

**Table I** compares the **change in a customer's average monthly bill** at current rates to: (1) CenterPoint's proposed increase at \$7.2 million; and (2) the increase at the settlement amount of \$4.9 million:

| TABLE I       |   |   |            |
|---------------|---|---|------------|
|               | Increase in Average Bill at \$7.2 million | Increase in Average Bill at \$4.9 million | Difference |
| Residential   | \$2.54                                    | \$1.60                                    | \$0.94     |
| Sm. General   | \$6.07                                    | \$5.38                                    | \$0.69     |
| Large General | -\$49.45                                  | -\$48.10                                  | \$1.35     |

The Settlement Agreement limits the increase in the customer charge for the Residential class to 13¢, going from \$14.77 to \$15.00. CenterPoint also agreed to reimburse the cities' rate case expenses, which would add about 6¢ per month to a customer's bill.

**GUD NO. 9791 – THE COMMISSION’S “COSA” TARIFF, AND GUD NOS. 9910, 10007, AND 10097:**

**Remand of GUD No. 9791:** The Settlement Agreement provides consideration for resolution of GUD No. 9791, the seminal case in which the Railroad Commission first approved a COSA tariff for CenterPoint. Ultimately the Texas Supreme Court concluded that the Commission had the authority to adopt a COSA tariff but remanded the case back to the Commission because of the Commission's failure to properly address affiliate expenses recovered through rates. The Commission held a hearing in the remand of GUD 9791 on June 11, 2015 to address affiliate expenses, and pending approval of the Settlement Agreement, the parties have agreed to abate the schedule in that proceeding.

**GUD Nos. 9910, 10007, and 10097:** From 2009 – 2001 the Railroad Commission, in GUD Nos. 9910, 10007, and 10097, approved changes in CenterPoint's rates under the COSA tariff. These cases stem from GUD 9791, the seminal case in which the Commission first approved a COSA tariff. The TCUC cities appealed to Travis County District Court, not only the validity of the COSA tariff, but also the change in rates the Commission approved under the COSA tariff, and in particular, the lack of evidence to support the rates the Commission approved. Given the Texas Supreme Court's ruling regarding the validity of the COSA tariff, the remaining issues on appeal challenge the Commission's lack of evidence to support the rates it approved, including the lack of support for recovery of affiliate expenses.

Settlement of CenterPoint's March 27<sup>th</sup> rate application also provides consideration for resolution of these appeals through a lesser increase in the pending rate case filed on March 27, 2015, and avoids years of continued and protracted litigation and the accompanying expense to prosecute those cases.

**ACTION: DENY CENTERPOINT'S PROPOSED RATE INCREASE OF \$7.2 MILLION, AND APPROVE A SETTLEMENT INCREASING CENTERPOINT'S ANNUAL REVENUE BY \$4.9 MILLION**

The City has three options with regard to the action it may take regarding CenterPoint's application to increase rates:

1. Take no action, and on August 21, 2015, CenterPoint's proposed rates go into effect;
2. Deny CenterPoint's proposed increase in rates, in which case CenterPoint would file an appeal to the Railroad Commission;
3. Approve the proposed Settlement Agreement, which provides CenterPoint an increase in rates of \$4.9 million for rates, services, and operations within the City and ends the litigation related to GUD No. 9791, GUD 9910, and GUD No. 10007, and GUD 10097..

### **RECOMMENDATION**

TCUC's Special Counsel and consultant recommend that the City deny CenterPoint's proposed increase of \$7.2 million but approve the proposed Settlement, which increases CenterPoint's annual revenue by \$4.9 million and resolves the cases pending on appeal in GUD Nos. 9791, 9910, 10007, and 10097.

If the City denies CenterPoint any increase, CenterPoint would appeal that denial to the Railroad Commission of Texas and consolidate it with the rate case CenterPoint filed at the Commission (GUD No. 10432). Denial of the rate increase would end the City's original jurisdiction over CenterPoint's application.

***In conformance with the Settlement Agreement, the City must take action no later than July 30, 2015.***

## ORDINANCE NO. 1514

**An Ordinance of the City Council of the City of Pearland, Texas, approving a settlement agreement between the Texas Coast Utilities Coalition of Cities and Centerpoint Energy Resources Corp., d/b/a Centerpoint Entex and Centerpoint Energy Texas Gas regarding the company's statement of intent to change gas utility rates in its Texas coast division; declaring existing rates to be unreasonable; denying Centerpoint's proposed increase; adopting tariffs that reflect rate adjustments consistent with the settlement agreement and finding the rates to be set by the attached tariffs to be just and reasonable; finding the City's rate case expenses reasonable; directing Centerpoint to reimburse the City its reasonable rate case expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; repealing any prior resolutions or ordinances inconsistent with this ordinance and requiring delivery of this ordinance to the company and legal counsel.**

**WHEREAS**, the City of Pearland, Texas ("City") has exclusive original jurisdiction as a regulatory authority over CenterPoint Energy Resources Corp., d/b/a CenterPoint Entex and CenterPoint Energy Texas Gas' ("CenterPoint" or "Company") rates, operations, and services within the City; and

**WHEREAS**, the City is also a gas utility customer of CenterPoint, and has an interest in CenterPoint's rates and charges; and

**WHEREAS**, CenterPoint filed a Statement of Intent with the City on or about March 27, 2015 ("*March 27<sup>th</sup> Application*") to increase its annual revenue requirement by approximately \$6.8 million in the Company's Texas Coast Division, with a proposed effective date of May 1, 2015, which represents an increase in base revenue of approximately 11%; and

**WHEREAS**, CenterPoint on March 27, 2015, filed its Statement of Intent with the Railroad Commission of Texas to increase its annual revenue requirement by approximately \$6.8 million in the Company's Texas Coast Division, with a proposed effective date of May 1, 2015, which represents an increase in base revenue of approximately 11%, and subsequently modified its request to seek an increase of about \$7.2 million, which represents an increase of about 12% in non-gas revenue; and

**ORDINANCE NO. 1514**

**WHEREAS**, the City took action to suspend the effective date and to coordinate a response to CenterPoint's filing with other similarly situated municipalities (such participating cities are referred to herein as the Texas Coast Utilities Coalition of cities ("TCUC")); and

**WHEREAS**, the City took action on or before May 1, 2015 to suspend CenterPoint's proposed effective date; and

**WHEREAS**, one of TCUC's goals is to minimize rate-case expenses to the extent reasonable, that otherwise would result from lengthy, contested rate-case proceedings before the Railroad Commission of Texas and through the appellate process in the courts for the pending rate case; and

**WHEREAS**, TCUC authorized its attorneys and experts to formulate and review reasonable settlement positions to resolve CenterPoint's pending request to increase rates; and other rate proceedings related to Gas Utilities Docket Nos. 9791, 9910, 10007, and 10097; and

**WHEREAS**, TCUC's attorneys met numerous times with the Company to negotiate a Settlement Agreement resolving the issues raised by the Company's Statement of Intent filing; and

**WHEREAS**, after extensive review and analysis, TCUC's attorneys and experts found that CenterPoint's initially proposed increase in revenue and its initially proposed rates are unreasonable; and

**WHEREAS**, TCUC's attorneys and experts have evaluated what a likely outcome from a fully-litigated proceeding would be and are of the opinion that the increase of approximately \$4.9 million noted in the negotiated Settlement Agreement compares favorably with a likely outcome from a fully-litigated proceeding; and

**WHEREAS**, after extensive review and analysis, TCUC's attorneys and experts found that the lower increase of approximately \$4.9 million instead of the \$7.2 million increase initially proposed by CenterPoint is reasonable; and

**ORDINANCE NO. 1514**

**WHEREAS**, TCUC's attorneys and experts and TCUC, based on the advice of its attorneys and experts, recommend that TCUC members approve the negotiated Settlement Agreement and attached tariffs; and

**WHEREAS**, under the Gas Utility Regulatory Act, the City has a right to reimbursement of its reasonable rate-case expenses and CenterPoint has an obligation to reimburse the City's reasonable rate-case expenses; and

**WHEREAS**, the attached tariffs implementing new rates are consistent with the Settlement Agreement and are just, reasonable, and in the public interest; and

**WHEREAS**, the Settlement Agreements regarding CenterPoint's *March 27<sup>th</sup> Application* and Gas Utilities Docket Nos. 9791, 9910, 10007, and 10097, as a whole are in the public interest; now therefore,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That the findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

**Section 2.** That the City Council finds that the Settlement Agreement regarding CenterPoint's *March 27<sup>th</sup> Application*, attached hereto as Attachment A, and including Exhibits A through Exhibits E of that Settlement Agreement, and the Agreement regarding Gas Utilities Docket Nos. 9791, 9910, 10007, and 10097, appended hereto as Attachment B, all incorporated herein, are in the public interest and are hereby endorsed in all respects.

**Section 3.** That CenterPoint's existing rates are found unreasonable and the rates set forth in the Settlement Agreement are just and reasonable.

**Section 4.** That the revenue and resulting rates set forth in the Settlement Agreement and schedule of rates and tariffs for gas-utility service provided by CenterPoint, and the reimbursement of rate case expenses, which are attached as Exhibit A to the Settlement Agreement appended to this Ordinance in Attachment A, are just and reasonable, and are hereby adopted for service rendered on and after August 21, 2015.

**ORDINANCE NO. 1514**

**Section 5.** That the rates under the Settlement Agreement shall be effective for service rendered on and after August 21, 2015.

**Section 6.** That CenterPoint shall submit to the City annually, reports by no later than September 30 of each year detailing the amount of rate case expenses CenterPoint has collected through rates as of August 30 of each year and showing the balance remaining to be collected.

**Section 7.** That CenterPoint's and TCUC's rate-case expenses incurred in CenterPoint's *March 27<sup>th</sup> Application*, and TCUC's rate-case expenses incurred in Railroad Commission of Texas Gas Utilities Docket Nos. 9791, 9910, 10007, and 10097, are reasonable; and the amounts shown in the Settlement Agreement for plant-in-service balances; the base-year level amounts for tracking changes in pension-related and other post-employment benefits; and the factors shown for capital structure; return on equity; and the factors related to Interim Rate Adjustments, are appropriate for future ratemaking proceedings submitted by CenterPoint.

**Section 8.** That CenterPoint is ordered to reimburse TCUC's total rate case expenses incurred in CenterPoint's *March 27<sup>th</sup> Application* and in incurred by TCUC related to Railroad Commission of Texas Gas Utilities Docket Nos. 9791, 9910, 10007, and 10097, within thirty (30) days from the effective date of this Ordinance.

**Section 9.** That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

**Section 10.** That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 11.** That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provision of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

**Section 12.** That this Ordinance shall become effective from and after its passage.

**Section 13.** The City Secretary or other appropriate city official shall notify CenterPoint of this Ordinance by **sending a copy of the Ordinance to Mr. Thomas**

**ORDINANCE NO. 1514**

**Stevens, Director of Regulatory Affairs, CenterPoint Energy, P.O. Box 2628, Houston, Texas 77252-2628, and TCUC shall be notified by sending a copy of this Ordinance to Mr. Alfred R. Herrera, Herrera & Boyle, PLLC, 816 Congress Ave., Suite 1250, Austin, Texas 8701, by fax to 512-474-2507.**

PASSED and APPROVED ON FIRST READING this the \_\_\_\_\_ day of \_\_\_\_\_, A. D., 2015.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

PASSED and APPROVED ON SECOND AND FINAL READING this the \_\_\_\_\_ day of \_\_\_\_\_, A. D., 2015.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

# **ATTACHMENT A**

## ***CenterPoint's March 27, 2015 Statement of Intent***

### **Stipulation and Settlement Agreement**

**Exhibit A – Rates & Tariffs**

**Exhibit B - Proof of Revenues**

**Exhibit C – Net Investment &  
Depreciation Rates**

**Exhibit D – Rate Case Expense  
Affidavits**

**Exhibit E – Cities & Customers  
Affected**

**GUD NO. 10432, consolidated**

|  |          |                            |
|--|----------|----------------------------|
| <b>STATEMENT OF INTENT OF</b>          | <b>§</b> |                            |
| <b>CENTERPOINT ENERGY RESOURCES</b>    | <b>§</b> | <b>BEFORE THE</b>          |
| <b>CORP., D/B/A CENTERPOINT ENERGY</b> | <b>§</b> |                            |
| <b>ENTEX AND CENTERPOINT ENERGY</b>    | <b>§</b> | <b>RAILROAD COMMISSION</b> |
| <b>TEXAS GAS TO INCREASE RATES ON</b>  | <b>§</b> |                            |
| <b>A DIVISION-WIDE BASIS IN THE</b>    | <b>§</b> | <b>OF TEXAS</b>            |
| <b>TEXAS COAST DIVISION</b>            | <b>§</b> |                            |

**UNANIMOUS SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into by and between CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (“CenterPoint” or the “Company”); the Texas Coast Utilities Coalition whose members include the Cities of Angleton, Baytown, Clute, Freeport, League City, Pearland, Shoreacres, West Columbia, and Wharton, Texas (collectively, “TCUC Cities”); the Gulf Coast Coalition of Cities (“GCCC”) whose members include the Cities of Alvin, Brookshire, Clear Lake Shores, Dickinson, Friendswood, Fulshear, Kemah, Lake Jackson, La Marque, Manvel, Mont Belvieu, Morgan’s Point, Rosenberg, Santa Fe, Seabrook, Sugar Land, Taylor Lake Village, Texas City, Webster, and Weston Lakes, Texas (collectively “GCCC Cities”); and the Staff of the Railroad Commission of Texas (“Staff”), (collectively, the “Signatories”).

WHEREAS, on March 27, 2015, CenterPoint filed its Statement of Intent to Increase Rates with the Railroad Commission of Texas (“Commission”) and each of the cities in the Texas Coast Division retaining original jurisdiction; and

WHEREAS, the Commission docketed the rate request as GUD No. 10432; and

WHEREAS, the GCCC Cities, TCUC Cities, and Commission Staff sought intervention and were granted party status in GUD No. 10432; and

WHEREAS, the GCCC Cities have denied the Company’s rate request, which denials were subsequently appealed to the Commission; and

WHEREAS, certain TCUC Cities denied the Company’s rate request, which denials were subsequently appealed to the Commission and certain TCUC Cities have currently suspended the implementation of the Company’s rate request; and

WHEREAS, the Company has sought the consolidation of all other municipal appeals with GUD No. 10432; and

WHEREAS, CenterPoint has filed direct testimony and an errata to its Statement of Intent; and

WHEREAS, direct testimony by GCCC and TCUC was initially due on June 24, 2015, and Commission Staff direct testimony on July 1, 2015, but GCCC, TCUC, and Commission Staff did not file direct testimony in reliance on this Unanimous Settlement Agreement; and

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

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

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

Settlement Terms

1. The Signatories agree to the rates, terms and conditions reflected in the tariffs attached to this Settlement Agreement as Exhibit A. The tariffs attached as Exhibit A replace and supersede those tariffs currently in effect in the Texas Coast Division. These tariffs are premised on an increase of an additional \$4.9 million in annual revenues as illustrated in the proof of revenues attached as part of Exhibit B to this Settlement Agreement in CenterPoint's Texas Coast Division. Except as specifically provided herein, the Signatories agree that the \$4.9 million revenue increase is a "black box" figure and is not tied to any specific expense in CenterPoint's Texas Coast Division's underlying cost of service. The Signatories further agree that the rates, terms and conditions reflected in Exhibit A to this Settlement Agreement comply with the rate-setting requirements of Chapter 104 of the Texas Utilities Code. The gas rates, terms and conditions established by this Settlement Agreement shall be effective upon approval by the Commission.
2. The Signatories agree to the following customer charges and volumetric rates. These rates are reflected in the rate schedules attached as Exhibit A.

|                                | Customer Charge | Commodity Charge |
|--------------------------------|-----------------|------------------|
| Residential                    | \$15.00         | \$0.0746 per Ccf |
| General Service – Small        | \$15.50         | \$0.0671 per Ccf |
| General Service - Large Volume | \$45.00         | \$0.0440 per Ccf |

3. The Signatories agree to the following capital structure and weighted cost of capital, including the pre-tax return, as shown below:

|                | Capital Structure | Debt/Equity Cost | Weighted Cost of Capital | Pre-Tax Return |
|----------------|-------------------|------------------|--------------------------|----------------|
| Long-Term Debt | 45.5%             | 6.1141%          | 2.78%                    | 2.78%          |
| Common Equity  | 54.5%             | 10.0%            | 5.45%                    | 8.38%          |
| Rate of Return | 100%              |                  | <b>8.23%</b>             | <b>11.17%</b>  |

4. The Signatories agree that any Interim Rate Adjustment (“IRA”) filing in the Texas Coast Division pursuant to Texas Utilities Code § 104.301 shall use the following factors until changed by a subsequent general rate proceeding:

- The capital structure and related components as shown above in item 3.
- For any initial IRA filing, the Net Investment, which includes detail of Plant in Service amounts by Fixed Capital Account (“FCA”) along with the associated depreciation rate for each account as shown on Exhibit C.
- For any initial IRA filing, the beginning amount of ad valorem taxes at the Texas Coast Division level is \$2,238,994 and the standard sales service amount is \$2,179,217. Margin tax will be calculated using a .75% factor until or unless changed by statute.
- For any initial IRA filing, the rate base amount for standard sales service is \$132,920,321 for purposes of calculating the federal income tax on related schedules in the IRA filing. This amount is derived based on settlement and should not be considered precedential for purposes of regulatory assets or liabilities associated with pensions, retirement plans, and deferred benefits requested in this case.
- For any initial IRA filing, the customer charges as noted in item 2 above will be the starting rates to apply to any IRA adjustment.
- The base rate revenue allocation factors to spread any change in IRA increase/decrease to the appropriate customer classes is as follows:

| Residential | Small   | Large   |
|-------------|---------|---------|
| 92.5131%    | 6.3790% | 1.1079% |

5. CenterPoint may pursue a deferred benefit regulatory asset or liability pursuant to Texas Utilities Code § 104.059 in a future filing. The Signatories identify the following amounts as the base year level to track changes in pension-related and other post-employment benefits:

| Description              | Total       |
|--------------------------|-------------|
| Pension                  | \$1,666,822 |
| Benefit Restoration Plan | \$290,207   |
| Post Employment          | \$138,363   |
| Post Retirement          | \$469,733   |

6. CenterPoint, GCCC, and TCUC represent that their reasonable rate case expenses incurred through May 2015, and estimated rate case expenses incurred through completion of this case, are as follows:

|                    | Actual Invoices Received | Invoices Due and Est. to Completion | TOTAL        |
|--------------------|--------------------------|-------------------------------------|--------------|
| <b>CenterPoint</b> | \$459,887.57             | \$160,000.00                        | \$619,887.57 |
| <b>GCCC</b>        | \$81,458.94              | \$5,000.00                          | \$86,458.94  |
| <b>TCUC</b>        | \$71,290.29              | \$4,550                             | \$75,840.29  |

7. CenterPoint, GCCC, and TCUC attach as Exhibit D affidavits and invoices in support of these amounts, and will supplement with additional invoices as they are processed. CenterPoint, GCCC and TCUC agree that the amounts represented above are reasonable and recoverable pursuant to Texas Utilities Code § 103.022. CenterPoint, GCCC, and TCUC agree that the recovery period for the applicable surcharge to recover rate-case expenses shall be thirty-six months. CenterPoint agrees to reimburse GCCC and TCUC the amount of rate case expenses set forth above within 30 days of the issuance of an order authorizing recovery of those expenses. The parties intend and advocate that the Commission authorize recovery of the rate case expenses recited above in the same proceeding and at the same time as it approves this Unanimous Settlement Agreement.
8. As part of this Unanimous Settlement Agreement, TCUC agrees to withdraw its pending appeal in the Remand of GUD No. 9791 and its appeals of GUD Nos. 9910, 10007 and 10097, which are currently pending in Travis County District Courts (docketed as D-1-GN-10-001189, D-1-GN-11-001472, D-1-GN-12-000930, D-1-GN-12-000931, and D-1-GN-12-000932).
9. As part of this Unanimous Settlement Agreement, and in consideration for the increase in rates agreed to in Paragraph No. 1 and the agreements set forth in Paragraph No. 8, above, the TCUC Cities of Angleton, Baytown, League City, Pearland, West Columbia, and Wharton agree to adopt the tariffs and rate schedules attached to this Unanimous Settlement Agreement by municipal ordinance, on or before July 31, 2015, so as to effect the implementation of system wide rates. In the event that the aforementioned Cities fail to approve the Unanimous Settlement Agreement by July 31, 2015, these Cities agree that the municipal decisions shall be appealed to the Commission and that the rates agreed to pursuant to this Unanimous Settlement Agreement should be adopted by the Commission as just and reasonable rates within those municipalities.
10. The signatories agree that the affiliate expenses included in the black box amount above are recoverable consistent with the provisions in Section 104.055 of the Gas Utility Regulatory Act. This agreement with respect to requested affiliate expenses is derived based on settlement and should not be considered precedential.
11. The classes and number of customers affected by this Unanimous Settlement Agreement are identified on a city-by-city and unincorporated-area basis in Exhibit E.

12. The Signatories agree to support and seek Commission approval of this Unanimous Settlement Agreement. The Signatories further agree to make all efforts to present the Commission with this Unanimous Settlement Agreement at Conference scheduled for July 14, 2015 or as soon as possible thereafter.
13. The Signatories agree that all negotiations, discussions, and conferences related to the Unanimous Settlement Agreement are privileged, inadmissible, and not relevant to prove any issues associated with the Statement of Intent to Increase Rates in the Texas Coast Division filed on March 27, 2015.
14. The Signatories agree that neither this Unanimous Settlement Agreement nor any oral or written statements made during the course of settlement negotiations may be used for any purpose other than as necessary to support the entry by the Commission of an order approving this Settlement Agreement.
15. The Signatories agree that the terms of the Unanimous Settlement Agreement are interdependent and indivisible, and that if the Commission intends to enter an order that is inconsistent with this Settlement Agreement, then any Signatory may withdraw without being deemed to have waived any procedural right or to have taken any substantive position on any fact or issue by virtue of that Signatory's entry into the Settlement Agreement or its subsequent withdrawal and further agrees that CenterPoint's application to increase rates will be remanded for hearings.
16. The Signatories agree that this Unanimous Settlement Agreement is binding on each Signatory only for the purpose of settling the issues set forth herein and for no other purposes, and except to the extent the Settlement Agreement governs a Signatory's rights and obligations for future periods, this Settlement Agreement shall not be binding or precedential upon a Signatory outside this proceeding.
17. The Signatories agree that this Unanimous Settlement Agreement may be executed in multiple counterparts and may be filed with facsimile signatures.

Agreed to this 2<sup>nd</sup> day of July, 2015.

CENTERPOINT ENERGY RESOURCES CORP.

By:   
Mark Santos  
Attorney for CenterPoint Energy Resources Corp.

TEXAS COAST COALITION OF CITIES

By: \_\_\_\_\_  
Alfred Herrera  
Attorney for Texas Coast Coalition of Cities

GULF COAST COALITION OF CITIES

By: \_\_\_\_\_  
Thomas Brocato  
Attorney for Gulf Coast Coalition of Cities

STAFF OF THE RAILROAD COMMISSION OF TEXAS

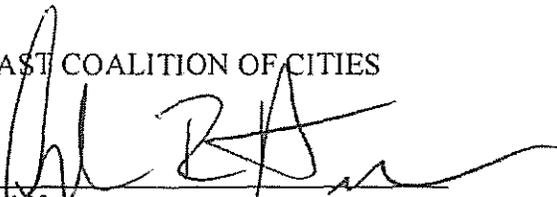
By: \_\_\_\_\_  
John Pierce Griffin  
Attorney for Staff of the Railroad Commission of Texas

Agreed to this 6<sup>th</sup> day of July, 2015.

CENTERPOINT ENERGY RESOURCES CORP.

By: \_\_\_\_\_  
Mark Santos  
Attorney for CenterPoint Energy Resources Corp.

TEXAS COAST COALITION OF CITIES

By:   
\_\_\_\_\_  
Alfred Herrera  
Attorney for Texas Coast Coalition of Cities

GULF COAST COALITION OF CITIES

By: \_\_\_\_\_  
Thomas Brocato  
Attorney for Gulf Coast Coalition of Cities

STAFF OF THE RAILROAD COMMISSION OF TEXAS

By: \_\_\_\_\_  
John Pierce Griffin  
Attorney for Staff of the Railroad Commission of Texas

Agreed to this \_\_\_<sup>nd</sup> day of July, 2015.

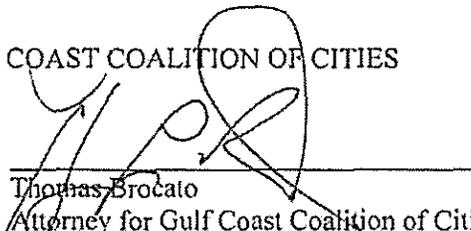
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Mark Santos  
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By: \_\_\_\_\_  
  
Thomas Brocato  
Attorney for Gulf Coast Coalition of Cities

STAFF OF THE RAILROAD COMMISSION OF TEXAS

By: \_\_\_\_\_  
John Pierce Griffin  
Attorney for Staff of the Railroad Commission of Texas

Agreed to this \_\_\_<sup>nd</sup> day of July, 2015.

CENTERPOINT ENERGY RESOURCES CORP.

By: \_\_\_\_\_  
Mark Santos  
Attorney for CenterPoint Energy Resources Corp.

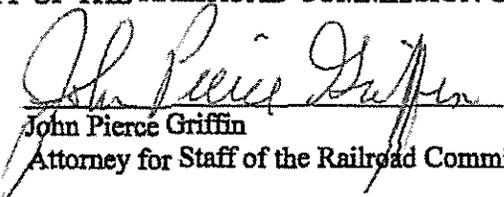
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Attorney for Gulf Coast Coalition of Cities

STAFF OF THE RAILROAD COMMISSION OF TEXAS

By:   
John Pierce Griffin  
Attorney for Staff of the Railroad Commission of Texas

**CENTERPOINT ENERGY RESOURCES CORP.  
D/B/A CENTERPOINT ENERGY ENTEX  
AND CENTERPOINT ENERGY TEXAS GAS  
TEXAS COAST DIVISION  
RATE SHEET  
RESIDENTIAL SERVICE  
RATE SCHEDULE NO. R-2093**

**APPLICATION OF SCHEDULE**

This schedule is applicable to any customer in an incorporated area or in the environs 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 – \$15.00;
- (2) Commodity Charge –  
All Ccf \$0.0746 per Ccf

(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.

**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  
RATE SHEET  
GENERAL SERVICE-SMALL  
RATE SCHEDULE NO. GSS-2093**

**APPLICATION OF SCHEDULE**

This schedule is applicable to natural gas service to any customer in an incorporated area or in the environs 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 – \$15.50;
- (2) Commodity Charge –  
All Ccf \$0.0671 per Ccf

(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.

**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  
RATE SHEET  
GENERAL SERVICE-LARGE VOLUME  
RATE SCHEDULE NO. GSLV-624**

**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 or in the environs 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 – \$45.00;

(2) Commodity Charge –

All Ccf                      \$0.0440 per Ccf

(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 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

**CENTERPOINT ENERGY RESOURCES CORP.  
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TEXAS COAST DIVISION  
RATE SHEET  
GENERAL SERVICE-LARGE VOLUME  
RATE SCHEDULE NO. GSLV-624**

such Consumer more than 25 Mcf during any one day until such written contract is executed and delivered by Consumer.

**MEASUREMENT**

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

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

The Sales Unit shall be one Mcf.

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

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

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

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

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

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

**CENTERPOINT ENERGY RESOURCES CORP.  
D/B/A CENTERPOINT ENERGY ENTEX  
AND CENTERPOINT ENERGY TEXAS GAS  
TEXAS COAST DIVISION  
RATE SHEET  
GENERAL SERVICE-LARGE VOLUME  
RATE SCHEDULE NO. GSLV-624**

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

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

**SUPPLY INTERRUPTIONS**

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

**CHARGES FOR UNAUTHORIZED OVER-RUN GAS**

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

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

**RULES AND REGULATIONS**

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

**CENTERPOINT ENERGY RESOURCES CORP.  
D/B/A CENTERPOINT ENERGY ENTEX  
AND CENTERPOINT ENERGY TEXAS GAS  
TEXAS COAST DIVISION  
RATE SHEET  
FRANCHISE FEE ADJUSTMENT  
RATE SCHEDULE NO. FFA-6**

**APPLICATION**

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

**MONTHLY ADJUSTMENT**

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

**RAILROAD COMMISSION REPORTING**

CenterPoint shall maintain on file with the Railroad Commission of Texas a current listing of Cities and applicable franchise fees. Reports should be filed at the Commission as follows:

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

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TEXAS COAST DIVISION  
RATE SHEET  
TAX ADJUSTMENT  
RATE SCHEDULE NO. TA-11**

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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RATE SCHEDULE NO. PGA-13**

This Cost of Gas Clause shall apply to all general service rate schedules of CenterPoint Energy Entex in the Incorporated and Environs areas of the Texas Coast 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.
2. **Purchase/Sales Ratio (R):** A ratio determined by dividing the total volumes purchased by the Company for general service customers for the twelve (12) month period ending the preceding August 31 Production Month by the sum of the volumes sold to general service customers during the same period. For the purpose of this computation, all volumes shall be stated at 14.65 p.s.i.a. Such ratio as determined shall in no event seek to recover more than 5% lost and unaccounted for gas loss unless expressly authorized by the applicable regulatory authority.
3. **Production Month:** The month that gas cost related activities are completed.
4. **Accounting Month:** The month gas related activities are posted on the books and records of the Company.
5. **Commodity Cost:** The Cost of Purchased Gas multiplied by the Purchase Sales Ratio.
6. **Purchased Gas Adjustment (PGA):** The rate per billing unit or the total calculation under this Cost of Gas Clause, consisting of the commodity cost, a reconciliation component (RC) and related fees and taxes.  
$$\text{PGA Rate (per Mcf sold)} = [(G * R) \pm RC] \text{ rounded to the nearest } \$0.0001$$
$$\text{PGA Rate (per Ccf sold)} = \text{PGA Rate (per Mcf sold)} \div 10$$
7. **General Service Customer:** residential, small commercial and large volume customers.
8. **Reconciliation Audit:** An annual review of the Company's books and records for each twelve month period ending with the May Production Month to determine the amount of over or under collection occurring during such twelve month period. The audit shall determine:
  - a. the total amount paid for gas purchased by the Company to provide service to its general service customers during the period;
  - b. the revenues received from operation of the provisions of this Cost of Gas Clause reduced by the amount of revenue associated fees and taxes paid on those revenues;
  - c. the total amount of refunds made to customers during the period and any other revenues or credits received by the Company as a result of gas purchases or operation of this Cost of Gas Clause; and

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RATE SCHEDULE NO. PGA-13**

- 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.
- 9. **Reconciliation Component (RC):** The amount to be returned to or recovered from customers each month from the August billing cycle through April 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.
- 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 April billing cycle. The Reconciliation Component so determined to collect any revenue shortfall or to return any excess revenue shall be applied for a nine (9) month period beginning with the next following August billing cycle and continuing through the next following April 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

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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 10432 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 revenue associated fees and taxes to be applied to revenues generated by the Cost of Gas;
6. the Cost of Gas which is the total of items (2) through (5); and
7. 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.

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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:

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

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

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**ANNUAL RECONCILIATION REPORT**  
**TWELVE MONTH ENDING**

**A. COST OF PURCHASED GAS**

**B. COST OF GAS REVENUE**

**TOTAL PURCHASES**

**TOTAL SALES**

Mcf @ 14.65      \$ Dollars

Mcf @ 14.65      \$ Dollars

|                          |   |    |   |
|--------------------------|---|----|---|
| Prior Period Adjustments | - | \$ | - |
| Year Month 1             | - |    | - |
| Year Month 2             | - |    | - |
| Year Month 3             | - |    | - |
| Year Month 4             | - |    | - |
| Year Month 5             | - |    | - |
| Year Month 6             | - |    | - |
| Year Month 7             | - |    | - |
| Year Month 8             | - |    | - |
| Year Month 9             | - |    | - |
| Year Month 10            | - |    | - |
| Year Month 11            | - |    | - |
| Year Month 12            | - |    | - |

|                          |   |    |   |
|--------------------------|---|----|---|
| Prior Period Adjustments | - | \$ | - |
| Year Month 1             | - |    | - |
| Year Month 2             | - |    | - |
| Year Month 3             | - |    | - |
| Year Month 4             | - |    | - |
| Year Month 5             | - |    | - |
| Year Month 6             | - |    | - |
| Year Month 7             | - |    | - |
| Year Month 8             | - |    | - |
| Year Month 9             | - |    | - |
| Year Month 10            | - |    | - |
| Year Month 11            | - |    | - |
| Year Month 12            | - |    | - |

**Total**      -      \$      -

**Total**      -      \$      -

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**ANNUAL RECONCILIATION REPORT**  
**TWELVE MONTH ENDING**

C. MONTHLY BALANCE

|                                | TOTAL<br>PURCHASES | TOTAL COG<br>REVENUE | (OVER)/ UNDER<br>COLLECTION OF<br>COG | ADJUSTMENTS | GROSS RECEIPTS<br>& FRANCHISE<br>TAX | CUMULATIVE<br>BALANCE | CUMULATIVE<br>BALANCE<br>EXCLUDING<br>INTEREST |
|--------------------------------|--------------------|----------------------|---------------------------------------|-------------|--------------------------------------|-----------------------|--|
|                                | \$ Dollars         | \$ Dollars           | \$ Dollars                            | \$ Dollars  | \$ Dollars                           | \$ Dollars            | \$ Dollars                                     |
| Ending Balance Brought Forward |                    |                      |                                       |             |                                      | \$ -                  | \$ -   |
| Prior Period Adjustments       | \$ -               | \$ -                 | \$ -                                  | \$ -        | \$ -                                 | \$ -                  | \$ -   |
| Year Month 1                   | -                  | -                    | -                                     | -           | -                                    | -                     | -  |
| Year Month 2                   | -                  | -                    | -                                     | -           | -                                    | -                     | -  |
| Year Month 3                   | -                  | -                    | -                                     | -           | -                                    | -                     | -  |
| Year Month 4                   | -                  | -                    | -                                     | -           | -                                    | -                     | -  |
| Year Month 5                   | -                  | -                    | -                                     | -           | -                                    | -                     | -  |
| Year Month 6                   | -                  | -                    | -                                     | -           | -                                    | -                     | -  |
| Year Month 7                   | -                  | -                    | -                                     | -           | -                                    | -                     | -  |
| Year Month 8                   | -                  | -                    | -                                     | -           | -                                    | -                     | -  |
| Year Month 9                   | -                  | -                    | -                                     | -           | -                                    | -                     | -  |
| Year Month 10                  | -                  | -                    | -                                     | -           | -                                    | -                     | -  |
| Year Month 11                  | -                  | -                    | -                                     | -           | -                                    | -                     | -  |
| Year Month 12                  | -                  | -                    | -                                     | -           | -                                    | -                     | -  |
| <b>Total</b>                   | <b>\$ -</b>        | <b>\$ -</b>          | <b>\$ -</b>                           | <b>\$ -</b> | <b>\$ -</b>                          |                       |  |

1 Prior Years Interest Calc

|                                 |      |
|---------------------------------|------|
| 12 months Average (O/U) Balance | \$ - |
|---------------------------------|------|

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**RATE SCHEDULE NO. PGA-13**

**ANNUAL RECONCILIATION REPORT**  
**TWELVE MONTH ENDING**

|                         |                                   |
|-------------------------|-----------------------------------|
| <b>D. SALES VOLUMES</b> | <b>E. Interest on PGA Balance</b> |
|-------------------------|-----------------------------------|

|      |                           |                                 |    |       |
|------|---------------------------|---------------------------------|----|-------|
|      | <b>Actual Mcf @ 14.65</b> |                                 |    |       |
|      |                           | 12 months Average (O)/U Balance | \$ | -     |
|      |                           | Interest Rate                   |    | 6.00% |
|      |                           | Total Interest on (O)/U Balance | \$ | -     |
| Year | Month 1                   | -                               |    |       |
| Year | Month 2                   | -                               |    |       |
| Year | Month 3                   | -                               |    |       |
| Year | Month 4                   | -                               |    |       |
| Year | Month 5                   | -                               |    |       |
| Year | Month 6                   | -                               |    |       |
| Year | Month 7                   | -                               |    |       |
| Year | Month 8                   | -                               |    |       |
| Year | Month 9                   | -                               |    |       |
|      | <b>Total</b>              | -                               |    |       |

|                                    |
|------------------------------------|
| <b>F. Reconciliation Component</b> |
|------------------------------------|

|   |    |   |  |
|---|----|---|--|
| TME Cumulative (O)/U Balance Excluding Interest | \$ | - |  |
| UAF Adjustment                                  |    |   |  |
| Total Interest on (O)/U Balance                 |    | - |  |
| <b>Total</b>                                    | \$ | - |  |

Divided By:  
Sales Volume

|                                 |    |   |         |
|---------------------------------|----|---|---------|
| <b>RECONCILIATION COMPONENT</b> | \$ | - | Per Mcf |
|---------------------------------|----|---|---------|

**CENTERPOINT ENERGY RESOURCES CORP.  
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TEXAS COAST DIVISION  
RATE SHEET  
SCHEDULE OF MISCELLANEOUS SERVICE CHARGES  
RATE SCHEDULE NO. MISC-14**

**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    |
|     | (Plus cost of materials)  |         |
| 7.  | Tap Charge  | N.C.*** |
| 8.  | Disconnect service at main  | \$300   |
|     | (Plus any costs arising out of any city ordinance or regulation or governing work in city streets)  |         |
|     | (Plus other related costs)  |         |
| 9.  | Restore service at main after termination for non-payment   | \$300   |
|     | (Plus cost of materials)  |         |
| 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.) | N.C.    |

- \* 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.

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RATE SCHEDULE NO. MISC-14**

**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 |

**DEPOSITS**

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

**TAX ADJUSTMENT**

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

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RATE SHEET  
RATE CASE EXPENSE RECOVERY RATE SCHEDULE NO. RCE-9.1**

**APPLICATION OF SCHEDULE**

This schedule applies to all residential, small commercial, and large volume customers in the Texas Coast Division impacted by the Company's Statement of Intent to Increase Rates filed on March 27, 2015.

This rate schedule is for the recovery of rate case expense ("RCE") and shall be in effect beginning on or after August 21, 2015 for a thirty-six (36) month period or until all approved expenses are collected.

**MONTHLY RATE RECOVERY FACTOR:**

|                       |                  |
|-----------------------|------------------|
| Residential           | \$ 0.08 per bill |
| General Service-Small | \$ 0.08 per bill |
| General Service-Large | \$ 0.08 per bill |

**RULES AND REGULATIONS**

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

**COMPLIANCE**

The Company will file annually, due on the \_\_\_ of each \_\_\_\_\_, a report with the Railroad Commission of Texas ("Commission"). The Company will send a copy of the report to counsel for the Texas Coast Utilities Coalition, whose members include the cities of Angleton, Baytown, Clute, Freeport, League City, Pearland, Shoreacres, West Columbia, and Wharton, Texas. The Company will also send a copy of the report to counsel for the Gulf Coast Coalition of Cities, whose members include the cities of Alvin, Brookshire, Clear Lake Shores, Dickinson, Friendswood, Fulshear, Kemah, Lake Jackson, La Marque, Manvel, Mont Belvieu, Morgan's Point, Rosenberg, Santa Fe, Seabrook, Sugar Land, Taylor Lake Village, Texas City, Webster, and Weston Lakes, Texas. The report shall detail the monthly collections for RCE surcharge by customer class and show the outstanding balance. Reports for the Commission should be filed electronically or at the following address:

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

**CENTERPOINT ENERGY RESOURCES CORP.  
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AND CENTERPOINT ENERGY TEXAS GAS  
TEXAS COAST DIVISION  
RATE SHEET  
TCUC 9791 APPEAL RATE CASE EXPENSE NO. RCE-9.2**

**APPLICATION OF SCHEDULE**

This schedule applies to all residential, small commercial, and large volume customers in the cities of Angleton, Baytown, Clute, Freeport, League City, Pearland, Shoreacres, West Columbia, and Wharton (Texas Coast Utility Coalition ("TCUC") Cities) in the Texas Coast Division impacted by the Company's Statement of Intent to Increase Rates filed on March 27, 2015 that resulted in the Final Order issued in GUD No. 10432, and consolidated cases.

This rate schedule is for the recovery of the TCUC GUD No. 9791 Appeal rate case expense ("RCE") and shall be in effect beginning on or after August 21, 2015 for a thirty-six (36) month period or until all approved expenses are collected. The monthly recovery rate below may be modified in the last several months of the recovery to account for variable sales volumes to achieve a recovery balance of zero, or as close to zero as possible.

**MONTHLY RATE RECOVERY FACTOR:**

|                       |                      |
|-----------------------|----------------------|
| Residential           | \$ 0.0043615 per Ccf |
| General Service-Small | \$ 0.0012487 per Ccf |
| General Service-Large | \$ 0.0003718 per Ccf |

**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  
Texas Coast Division  
Rate Design - Settlement

| Line No. | Particulars                                       | Total                | Residential          | Commercial          |                   |
|----------|---|----------------------|----------------------|---------------------|-------------------|
|          |   |                      |                      | Small               | Large             |
| 1        | Cost of Service to be Recovered from GSS and GSVL |                      |                      | \$ 3,903,419        | \$ 677,913        |
| 1a       | Current Rate Revenue Recovery                     | \$ 56,291,674        | \$ 52,020,457        | \$ 3,411,002        | \$ 860,215        |
| 1b       | Settlement Increase                               | \$ 4,900,000         |                      |                     |                   |
| 1c       | Settlement Revenue Requirement                    | \$ 61,191,674        | \$ 56,610,343        | \$ 3,903,419        | \$ 677,913        |
| 1d       | Revenue Requirement Allocation Factors            |                      | 92.5131%             | 6.3790%             | 1.1079%           |
| 2        | Less:   |                      |                      |                     |                   |
| 3        | Houston Division Margin                           |                      |                      |                     |                   |
| 4        | Customer Charge                                   | \$ 644,201           | \$ 594,659           | \$ 25,446           | \$ 24,096         |
| 5        | Distribution Charge                               | \$ 66,177            | \$ 39,164            | \$ 10,672           | \$ 16,341         |
| 6        | Total - Customers on Houston Rates in Texas Coast | \$ 710,378           | \$ 633,823           | \$ 36,118           | \$ 40,437         |
| 7        | <b>Net Cost of Service to be Collected</b>        | <b>\$ 60,481,297</b> | <b>\$ 55,976,520</b> | <b>\$ 3,867,300</b> | <b>\$ 637,476</b> |
| 8        | Net Customer Charge Cost of Service               |                      |                      |                     |                   |
| 9        | Number Bills                                      | 3,357,888            | 3,200,388            | 153,348             | 4,152             |
| 10       |   |                      |                      |                     |                   |
| 11       | Settlement Customer Charge                        |                      | 15.00                | 15.50               | 45.00             |
| 12       | Customer Charge Revenue                           | \$ 50,569,554        | \$ 48,005,820        | \$ 2,376,894        | \$ 186,840        |
| 13       | Net Distribution Charge Revenue Required          | \$ 9,911,743         | \$ 7,970,700         | \$ 1,490,406        | \$ 450,636        |
| 14       | <u>Ccf Billing Determinants</u>                   |                      |                      |                     |                   |
| 15       | Total Billing Determinants                        |                      | 106,866,191          | 22,197,311          | 10,250,222        |
| 16       | <u>Distribution Rates</u>                         |                      |                      |                     |                   |
| 17       | All Ccf - Residential                             |                      | \$ 0.0746            |                     |                   |
| 18       | All Ccf - General Service - Small                 |                      |                      | \$ 0.0671           |                   |
| 19       | All Ccf - General Service - Large                 |                      |                      |                     | \$ 0.0440         |
| 20       | Distribution Charge Revenue                       | 9,912,668            | 7,972,218            | 1,489,440           | 451,010           |
| 21       | Total Revenue - Design                            | 61,192,600           | 56,611,861           | 3,902,452           | 678,287           |
| 22       | Total Revenue Over(Under)                         | \$ 925               | \$ 1,518             | \$ (966)            | \$ 374            |

CenterPoint Energy  
 Texas Coast Division  
 Annual Depreciation and Net Plant Calculation  
 GUID Docket No. 10432

| (A)                                       | (B)                  | (C)       | (D)                           | (E)                       | (F)                           | (G)                                | (H)                                | (I)                 | (J)                                       | (K)   | (L)   | (M)            | (N)                 |                 |
|---|----------------------|-----------|-------------------------------|---------------------------|-------------------------------|------------------------------------|------------------------------------|---------------------|---|---|---|----------------|---------------------|-----------------|
| Line No.                                  | Class                | GUS - FCA | Description                   | Gross Plant<br>09/30/2014 | Adjustments to Gross<br>Plant | Adjusted Gross Plant<br>09/30/2014 | IRRC Approved<br>Depreciation Rate | Annual Depreciation | Accumulated<br>Depreciation<br>09/30/2014 | Adjustments to<br>Accumulated<br>Depreciation | Adjusted<br>Accumulated<br>Depreciation<br>09/30/2014 | Net Plant      | Standard Allocation | Standard Amount |
| <b>Intangible Plant</b>                   |                      |           |                               |                           |                               |                                    |                                    |                     |   |   |   |                |                     |                 |
| 1   | G30301               | 6010      | PERPETUAL F & C               | \$ 419                    |                               | \$ 419                             | 0.00%                              | \$ -                | \$ -                                      |   | \$ -  | \$ 419         |                     |                 |
| 2   | G30301               | 6030      | PL INTERCONNECTION            | 533,617                   |                               | 503,617                            | 3.25%                              | 16,424              | (1,079)                                   |   | (1,079)   | 501,938        |                     |                 |
| 3   | G30301               | 6035      | MISC INTANG PLANT             | 3,577,500                 |                               | 3,577,500                          | 20.00%                             | 715,500             | (200,941)                                 |   | (200,941)   | 3,376,559      |                     |                 |
| 4   | G30301               | 6038      | MISC INTANG PLANT - CORP      | 3,295,508                 |                               | 3,295,508                          | 20.00%                             | 659,702             | (3,070,872)                               |   | (3,070,872)   | 227,636        |                     |                 |
| 5   | G30301               | 6050      | SOFTWARE - MISC               | 83,177                    |                               | 83,177                             | 20.00%                             | 16,635              | (11,035)                                  |   | (11,035)  | 71,542         |                     |                 |
| 6   | G30301               | 6050      | SOFTWARE - MISC - CORP        | 213,041                   |                               | 213,041                            | 20.00%                             | 42,728              | (82,523)                                  |   | (82,523)  | 131,118        |                     |                 |
| 7   | G30301               | 6060      | SOFTWARE - SAP                | 41,264                    |                               | 41,264                             | 10.00%                             | 4,126               | (2,758)                                   |   | (2,758)   | 38,506         |                     |                 |
| 8   | G30301               | 6060      | SOFTWARE - SAP - CORP         | 3,527,597                 |                               | 3,527,597                          | 10.00%                             | 352,759             | (3,245,097)                               |   | (3,245,097)   | 272,500        |                     |                 |
| 9   | Subtotal             |           |                               | \$ 11,240,693             | \$ -                          | \$ 11,240,693                      |                                    | \$ 1,007,252        | \$ 10,592,475                             | \$ -  | \$ 10,592,475   | \$ 4,645,218   |                     |                 |
| <b>Distribution Plant</b>                 |                      |           |                               |                           |                               |                                    |                                    |                     |   |   |   |                |                     |                 |
| 10  | G37401               | 6840      | LAND - GENERAL                | \$ 308,178                |                               | \$ 308,178                         | 0.00%                              | \$ -                | \$ (14,197)                               |   | \$ (14,197)   | \$ 293,981     |                     |                 |
| 11  | G37402               | 6280      | LD RTS-ROW-GEN DIST           | 235,415                   |                               | 230,415                            | 1.45%                              | 3,428               | (50,301)                                  |   | (50,301)  | 180,114        |                     |                 |
| 12  | G37501               | 6300      | STRUCT-CD ML IND M/R          | 170,931                   |                               | 170,931                            | 2.33%                              | 3,963               | (83,058)                                  |   | (83,058)  | 87,873         |                     |                 |
| 13  | G37601               | 6351      | MAINS - STEEL                 | 35,182,008                |                               | 35,182,008                         | 3.02%                              | 1,066,335           | (20,075,854)                              |   | (20,075,854)  | 14,506,832     |                     |                 |
| 14  | G37601               | 6352      | MAINS - PLASTIC               | 81,870,820                |                               | 81,870,820                         | 2.14%                              | 1,751,311           | (25,201,768)                              |   | (25,201,768)  | 59,069,052     |                     |                 |
| 15  | G37601               | 6390      | M/R STAT EQUIP-GEN            | 1,272,213                 |                               | 1,272,213                          | 3.84%                              | 48,835              | (370,941)                                 |   | (370,941)   | 501,272        |                     |                 |
| 16  | G37601               | 7000      | M/R STAT EQ - ODGR EQ         | 358,527                   |                               | 358,527                            | 4.10%                              | 14,869              | (36,350)                                  |   | (36,350)  | 322,177        |                     |                 |
| 17  | G37901               | 7010      | M/R STAT EQ - CTY GT          | 6,683,410                 |                               | 6,683,410                          | 3.00%                              | 200,502             | (2,352,118)                               |   | (2,352,118)   | 4,331,292      |                     |                 |
| 18  | G38001               | 7022      | SERVICES - STEEL              | 3,026,345                 |                               | 3,026,345                          | 4.01%                              | 121,478             | (412,708)                                 |   | (412,708)   | 2,613,637      |                     |                 |
| 19  | G38001               | 7023      | SERVICES - PLASTIC            | 77,099,955                |                               | 77,099,955                         | 4.01%                              | 3,127,078           | (41,684,429)                              |   | (41,684,429)  | 35,415,526     |                     |                 |
| 20  | G38101               | 7050      | METERS DOMESTIC/SMALL - MER   | 16,048,746                |                               | 16,048,746                         | 4.00%                              | 641,950             | (4,182,976)                               |   | (4,182,976)   | 11,865,770     |                     |                 |
| 21  | G38201               | 7080      | MTR INSTALL-DOMESTIC/SMALL    | 18,969,889                |                               | 18,969,889                         | 3.66%                              | 730,341             | (6,045,845)                               |   | (6,045,845)   | 12,924,044     |                     |                 |
| 22  | G38201               | 7080      | MTR INSTALL-IND/LARGE         | 2,759,270                 |                               | 2,759,270                          | 3.52%                              | 96,777              | (1,143,981)                               |   | (1,143,981)   | 1,615,289      |                     |                 |
| 23  | G38301               | 7129      | REG - DOMESTICHOUSE - MAR     | 6,452,618                 |                               | 6,452,618                          | 6.23%                              | 401,809             | (1,076,039)                               |   | (1,076,039)   | 4,776,579      |                     |                 |
| 24  | G38501               | 7150      | IND M/R STAT EQUIP            | 1,189,667                 |                               | 1,189,667                          | 3.62%                              | 43,005              | (225,818)                                 |   | (225,818)   | 964,049        |                     |                 |
| 25  | G38701               | 7180      | OTHER EQ - CNG EQUIP          | 458,728                   |                               | 458,728                            | 2.90%                              | 13,258              | -   |   | -   | 458,728        |                     |                 |
| 26  | G38701               | 7180      | OTHER EQ - CNG EQUIP - CORP   | 1,622                     |                               | 1,622                              | 2.71%                              | 45                  | (284,857)                                 |   | (284,857)   | (283,235)      |                     |                 |
| 27  | Subtotal             |           |                               | \$ 253,563,840            | \$ -                          | \$ 253,563,840                     |                                    | \$ 8,306,922        | \$ 1103,015,004                           | \$ -  | \$ 1103,015,004                                       | \$ 149,007,656 |                     |                 |
| <b>General Plant</b>                      |                      |           |                               |                           |                               |                                    |                                    |                     |   |   |   |                |                     |                 |
| 28  | G39001               | 7200      | STRUCT/MPR - GEN              | \$ 148,974                |                               | \$ 148,974                         | 6.87%                              | \$ 10,097           | \$ (8,039)                                |   | \$ (8,039)  | \$ 137,335     |                     |                 |
| 29  | G39002               | 7225      | LEASEHOLD IMPROVEMENTS        | 62,021                    |                               | 62,021                             | 5.00%                              | 3,101               | (11,424)                                  |   | (11,424)  | 50,597         |                     |                 |
| 30  | G39002               | 7225      | LEASEHOLD IMPROVEMENTS - CORP | 20,942                    |                               | 20,942                             | 10.00%                             | 2,094               | (126,287)                                 |   | (126,287)   | (99,345)       |                     |                 |
| 31  | G39101               | 7232      | OFFICE EQUIP-GENERAL          | 40,887                    |                               | 40,887                             | 5.00%                              | 2,043               | (9,710)                                   |   | (9,710)   | 31,177         |                     |                 |
| 32  | G39101               | 7232      | OFFICE EQUIP-GENERAL - CORP   | 193,550                   |                               | 193,550                            | 4.17%                              | 8,071               | (17,077)                                  |   | (17,077)  | 176,473        |                     |                 |
| 33  | G39102               | 7260      | COMPUTER EQ - MISC            | 650,531                   |                               | 650,531                            | 20.00%                             | 130,106             | (68,050)                                  |   | (68,050)  | 582,481        |                     |                 |
| 34  | G39102               | 7260      | COMPUTER EQ - MISC - MAR      | 29,050                    |                               | 29,050                             | 20.00%                             | 5,810               | (5,150)                                   |   | (5,150)   | 23,900         |                     |                 |
| 35  | G39102               | 7260      | COMPUTER EQ - MISC - CORP     | 259,202                   |                               | 259,202                            | 18.67%                             | 48,710              | (291,648)                                 |   | (291,648)   | (32,446)       |                     |                 |
| 36  | G39401               | 7380      | TOOLS/WORK EQUIPMENT          | 705,243                   |                               | 705,243                            | 14.29%                             | 100,779             | (180,181)                                 |   | (180,181)   | 525,062        |                     |                 |
| 37  | G39401               | 7384      | SHOP EQUIP (EXTEX)            | -                         |                               | -                                  | -                                  | -                   | 4,972                                     |   | 4,972   | 4,972          |                     |                 |
| 38  | G39601               | 7380      | POWER OPER EQUIP              | 909,914                   |                               | 909,914                            | 11.25%                             | 102,019             | (85,057)                                  |   | (85,057)  | 824,857        |                     |                 |
| 39  | G39601               | 7380      | POWER OPER EQUIP - CORP       | 1,051                     |                               | 1,051                              | 10.00%                             | 105                 | (5,704)                                   |   | (5,704)   | 546,153        |                     |                 |
| 40  | G39701               | 7390      | COMM EQ                       | 90,257                    |                               | 90,257                             | 5.00%                              | 4,513               | (13,538)                                  |   | (13,538)  | 76,719         |                     |                 |
| 41  | G39701               | 7390      | COMM EQ - CORP                | 9,457                     |                               | 9,457                              | 5.00%                              | 473                 | (5,108)                                   |   | (5,108)   | 4,349          |                     |                 |
| 42  | G39703               | 7420      | COMM EQ - MTR ROUTERS         | 20,157,035                |                               | 20,157,035                         | 6.00%                              | 1,209,892           | (524,223)                                 |   | (524,223)   | 19,632,812     |                     |                 |
| 43  | G39801               | 7450      | MISC EQ                       | 19,305                    |                               | 19,305                             | 6.07%                              | 1,021               | (2,363)                                   |   | (2,363)   | 16,942         |                     |                 |
| 44  | G39801               | 7450      | MISC EQ - MAR                 | 548                       |                               | 548                                | 6.07%                              | 28                  | (82)                                      |   | (82)  | 466            |                     |                 |
| 45  | G39801               | 7450      | MISC EQ - CORP                | 24,786                    |                               | 24,786                             | 6.67%                              | 1,653               | (2,263)                                   |   | (2,263)   | 22,523         |                     |                 |
| 46  | Subtotal             |           |                               | \$ 23,265,737             | \$ -                          | \$ 23,265,737                      |                                    | \$ 1,432,165        | \$ (1,341,009)                            | \$ -  | \$ (1,341,009)  | \$ 22,043,829  |                     |                 |
| <b>Transportation &amp; MVE Equipment</b> |                      |           |                               |                           |                               |                                    |                                    |                     |   |   |   |                |                     |                 |
| 47  | G39201               | 7300      | AUTOS                         | \$ 73,167                 | \$ (23,031)                   | \$ 50,136                          | 16.06%                             | \$ 8,052            | \$ (14,257)                               | \$ 9,247                                      | \$ (5,010)  | \$ 45,126      |                     |                 |
| 48  | G39201               | 7300      | AUTOS - MER                   | 3,516                     |                               | 3,516                              | 12.50%                             | 440                 | (768)                                     |   | (768)   | 2,748          |                     |                 |
| 49  | G39201               | 7350      | AUTOS - CORP                  | 6,602                     |                               | 6,602                              | 12.50%                             | 825                 | (1,131)                                   |   | (1,131)   | 5,471          |                     |                 |
| 50  | G39201               | 7320      | TRUCKS                        | 3,729,946                 | (91,138)                      | 3,638,808                          | 16.06%                             | 585,247             | (429,143)                                 | 14,727  | (414,413)   | 3,248,395      |                     |                 |
| 51  | G39201               | 7320      | TRUCKS - CORP                 | 38,650                    |                               | 38,650                             | 12.50%                             | 4,831               | (74,400)                                  |   | (74,400)  | 11,250         |                     |                 |
| 52  | G39201               | 7340      | TRAILERS                      | 343,817                   |                               | 343,817                            | 16.25%                             | 55,217              | (148,832)                                 |   | (148,832)   | 194,985        |                     |                 |
| 53  | G39201               | 7340      | TRAILERS - CORP               | 35,638                    |                               | 35,638                             | 12.50%                             | 4,455               | (350)                                     |   | (350)   | 35,288         |                     |                 |
| 54  | Subtotal             |           |                               | \$ 4,227,739              | \$ (64,169)                   | \$ 4,163,570                       |                                    | \$ 682,267          | \$ (419,000)                              | \$ 23,974                                     | \$ (405,026)  | \$ 3,648,484   |                     |                 |
| 55  | RWVP                 |           |                               |                           |                               |                                    |                                    | \$ 320,423          |   |   | \$ 320,423  |                |                     |                 |
| 56  | Texas Coast Division |           |                               | \$ 292,458,009            | \$ (64,169)                   | \$ 292,393,840                     |                                    | \$ 12,288,808       | \$ 141,751,004                            | \$ 23,974                                     | \$ (111,227,930)                                      | \$ 180,625,810 | \$ 67,330,241       | \$ 128,823,455  |

GUD NO. 10432, consolidated

|                                 |   |                     |
|---------------------------------|---|---------------------|
| STATEMENT OF INTENT OF          | § |                     |
| CENTERPOINT ENERGY RESOURCES    | § | BEFORE THE          |
| CORP., D/B/A CENTERPOINT ENERGY | § |                     |
| ENTEX AND CENTERPOINT ENERGY    | § | RAILROAD COMMISSION |
| TEXAS GAS TO INCREASE RATES ON  | § |                     |
| A DIVISION-WIDE BASIS IN THE    | § | OF TEXAS            |
| TEXAS COAST DIVISION            | § |                     |

AFFIDAVIT OF MARK A. SANTOS

Before me, the undersigned authority, on this date personally appeared Mark A. Santos, known to me to be the person whose name is subscribed below, and being by me first duly sworn, stated upon oath as follows:

“My name is Mark A. Santos. I am a partner in the Austin, Texas law firm of Parsley Coffin Renner LLP, and have practiced law since 2002. I have extensive experience representing and defending clients before the Railroad Commission of Texas and Public Utility Commission of Texas. I am over 18 years of age, of sound mind, and fully competent to make this affidavit. Each statement of fact herein is true and of my own personal knowledge.

I am counsel of record for CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (“CenterPoint Texas”) in Gas Utilities Docket No. 10432, consolidated. Attached to this Affidavit are invoices documenting an actual amount of \$459,887.57 in rate case expenses incurred by CenterPoint Texas in this docket through May 30, 2015. This amount includes legal expenses incurred preparing the filing, expenses incurred by professional consultants retained to provide direct and rebuttal testimony, public notice, and incidental expenses. The invoices are detailed and itemized.

I have reviewed the billings of Parsley Coffin Renner LLP submitted to CenterPoint Texas for legal services performed in this proceeding through April 30, 2015, and I affirm that those billings in the amount of \$200,225.78 accurately reflect the time spent and expenditures incurred by Parsley Coffin Renner LLP on CenterPoint Texas’s behalf. The attorneys billing on the file have hourly rates of between \$225 and \$500, with the majority of the time billed by myself. My hourly billing rate is \$375, which is within the range deemed reasonable in prior rate cases for lawyers having similar experience providing similar services. The hours spent to perform the tasks assigned to Parsley Coffin Renner LLP were necessary to complete those tasks in a professional manner on a timely basis. The nature of the work performed is typical of a contested rate proceeding such as this. Further, there was no duplication of services or testimony and the settled result in this proceeding demonstrates that the Company’s request for a rate change was warranted.

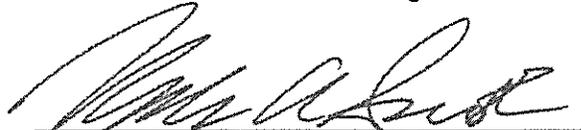
In addition to the amounts incurred through April 30, 2015, CenterPoint Texas has incurred additional legal expenses equal to approximately \$140,000 for work performed in May and June 2015, which has not yet been processed by CenterPoint Texas. The nature of this work included answering discovery questions, negotiating discovery disputes, motions practice,

preparation of rebuttal testimony, preparation of errata, preparation for hearing, preparation for technical and settlement conferences, settlement negotiations, meeting and communicating with parties to negotiate a settlement, and the drafting of settlement terms. In addition, CenterPoint Texas will incur additional expense through completion of the case, which expenses include finalizing settlement documents, presentation of settlement to Examiners, potential discovery and briefing before the Examiners, and attending Commission conferences. Based on my experience in administrative proceedings, including proceedings in which the parties seek approval of a Unanimous Settlement Agreement as in this case, I estimate that legal expenses from July 1, 2015 through completion of the case will be approximately \$20,000.00, bringing the total amount of actual and estimated legal fees necessary to complete this proceeding to \$360,225.78.

In addition to legal expenses, CenterPoint Texas incurred other rate case expenses, which included expenses incurred by professional consultants retained to provide direct and rebuttal testimony, preparation of the filing, public notice, responding to discovery, and incidental expenses. Again, actual detailed and itemized invoices through June 30, 2015 are attached. The total amount of other regulatory rate case expenses incurred through June 30, 2015, is \$259,661.79.

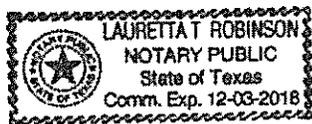
The total amount of rate case expenses for CenterPoint Texas reflected in the Unanimous Settlement Agreement includes actual and estimated legal fees of \$360,225.78 and required regulatory expenses equal to \$259,661.79. CenterPoint Texas requests that the Commission authorize recovery of its rate case expenses related to this docket in the amount of \$619,887.57. CenterPoint Texas will supplement this filing with additional invoices as they are processed.

CenterPoint Texas seeks recovery only of those expenses that are actually incurred, and any rate case expense surcharge will collect from ratepayers only the amount actually incurred and authorized by the Commission. I note, however, that this estimate presumes approval of the Unanimous Settlement Agreement and no appeal of the Commission's final order. CenterPoint Texas reserves the right to revise this estimate to the extent that additional litigation becomes necessary."



Mark A. Santos

SWORN AND SUBSCRIBED before me on this 2nd day of July, 2015.

  
Notary Public in and for the State of Texas

GAS UTILITIES DOCKET NO. 10432

STATEMENT OF INTENT FILED BY §  
CENTERPOINT ENERGY RESOURCES §  
CORP., D/B/A CENTERPOINT ENERGY §  
ENTEX AND CENTERPOINT ENERGY §  
TEXAS GAS TO INCREASE RATES ON §  
A DIVISION-WIDE BASIS IN THE §  
TEXAS COAST DIVISION §  
§  
§

BEFORE THE  
RAILROAD COMMISSION  
OF TEXAS

AFFIDAVIT OF ALFRED R. HERRERA RELATED TO RATE CASE EXPENSES  
INCURRED BY TEXAS COAST UTILITIES COALITION OF CITIES

STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

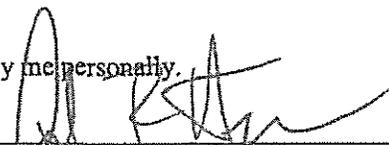
Before me, the undersigned authority, on this day personally appeared Alfred R. Herrera, being by me first duly sworn, on oath deposed and said the following:

1. My name is Alfred R. Herrera, and I am a principal of Herrera & Boyle, PLLC. I have over 31 years of experience in legal and legislative matters related to the utility industry (telecommunication, electric, and gas). I have litigated numerous electric and gas rate matters. The Texas Coast Utilities Coalition ("TCUC") of cities retained the firm of Herrera & Boyle, PLLC in connection with the Statement of Intent submitted to the TCUC cities and the Railroad Commission of Texas ("Commission") by CenterPoint Energy Resources Corp., d/b/a CenterPoint Entex and CenterPoint Energy Texas Gas ("CenterPoint" or "Company") on about March 27, 2015 ("*March 27<sup>th</sup> Statement of Intent*").
2. I am familiar with the work performed by Herrera & Boyle and the technical consultants on behalf of TCUC in connection with CenterPoint's *March 27<sup>th</sup> Statement of Intent*. I am over 18 years of age and I am not disqualified from making this affidavit. My statements are true and correct.
3. The firm of Herrera & Boyle has provided services to TCUC in these proceedings including, but not limited to, the following activities: the provision of legal advice and strategy to TCUC; negotiating schedules and substantive issues; identification of consultants and recommendations to the client regarding consultants; coordination of issue development; legal research; preparation and filing of pleadings and briefs; discovery; preparation for and participating in prehearing conferences, hearings; and briefing clients and discussions with consultants.
4. I am responsible for coordinating and supervising the efforts of my firm's personnel pertaining to the services rendered to TCUC in these dockets. I have personally reviewed

all billings for all work performed (legal and consulting) in connection with CenterPoint's *March 27<sup>th</sup> Statement of Intent*.

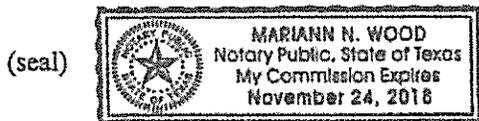
5. Invoices and backup for the fees and expenses charged to TCUC are provided to the City of Baytown for approval and forwarding to CenterPoint for payment. My firm's billings are associated with efforts that were reasonable and necessary for development of the record and advocacy of TCUC position. Duplication of effort was avoided.
6. My firm's individual charges and rates are reasonable, consistent with the rates billed to others for similar work and comparable to rates charged by other professionals with the same level of expertise and experience. The amounts charged for such service are reasonable and there has been no double billing of charges. No meal expense has been billed by any attorney or other Herrera & Boyle personnel. No charges have been incurred or billed for luxury items, first-class airfare, limousines, alcohol, sporting events, or entertainment.
7. For the period March 29, 2015 through June 30, 2015, Herrera & Boyle has billed \$71,290.29 related to CenterPoint's *March 27<sup>th</sup> Statement of Intent*. This figure includes \$38,035.29 in legal fees and expenses and \$33,255.00 in consultant fees and expenses. The fees and expenses incurred through June 30, 2015 were necessary to advise TCUC on the rate package filing, review the application, identify issues, coordinate activities, retain and work with consultants, engage in discovery, draft pleadings, and prepare for and attend pre-hearings, attend settlement meetings. Invoices for CenterPoint's *March 27<sup>th</sup> Statement of Intent* are provided at Exhibit 1.
8. The attorney hourly rates of \$270-\$345, upon which the billings are based, are comparable to hourly rates charged to other clients for comparable services during the same time frame. Herrera & Boyle's rates are at the lower end of the range of reasonable hourly rates compared to the rates charges by other lawyers with similar experience providing similar services.
9. The hours spent to perform the tasks assigned to Herrera & Boyle were necessary to complete the required tasks in a professional manner on a timely basis. My many years in working with and supervising attorneys and consultants in utility rate cases at the Commission and the Public Utility Commission facilitates efforts to keep rate case expenses reasonable.
10. Ms. Connie Cannady is an Executive Consultant with the firm of NewGen Strategies & Solutions, LLC in the firm's Energy Practice. She has participated in over 50 utility rate proceedings over a 30-year career. Her time and efforts in CenterPoint's *March 27<sup>th</sup> Statement of Intent* were coordinated by me. Because of her extensive background and experience, including knowledge of CenterPoint, Ms. Cannady was able to work very efficiently and accomplish her assignment with fewer hours than I would expect other consultants or expert witnesses would require. Ms. Cannady's time, effort and associated fees in CenterPoint's *March 27<sup>th</sup> Statement of Intent* of \$33,255.00 are reasonable and necessary. Ms. Constance's resume is provided at Exhibit 2.

11. I also coordinated TCUC's participation in this proceeding with the other group of cities – the Gulf Coast Utilities Coalition of Cities ("GCCC") – in this proceeding to minimize, if not eliminate, duplication of effort between GCCC's participation in this proceeding and TCUC's participation, as well as to ensure no duplication of effort regarding the issues addressed by Ms. Cannady in her evaluation of CenterPoint's *March 27<sup>th</sup> Statement of Intent* and that of GCCC's consultant.
12. The invoices submitted by Herrera & Boyle include a description of services performed and time expended on each activity. The invoices for CenterPoint's *March 27<sup>th</sup> Statement of Intent* have been provided to CenterPoint. Herrera & Boyle has documented all charges with time sheets, invoices and records. The documentation in this case is similar to that provided in many previous cases at the Commission.
13. Legal expenses connected with CenterPoint's *March 27<sup>th</sup> Statement of Intent* total \$71,290.29. There are no luxury items associated with Herrera & Boyle's expenses. The total consists of reimbursable items such as courier services, express mail, postage and shipping, and photocopying. Internal copying charges were limited to 15¢ per page.
14. My responsibilities included client communication, strategy development, overall case management, discovery review, review and edit testimony, prepare for hearing, attend pre-hearings, and attendance at settlement meetings.
15. To complete CenterPoint's *March 27<sup>th</sup> Statement of Intent*, I estimate that the cities represented by Herrera & Boyle will incur additional fees and expenses of \$4,550.00. My estimate is based on actual experience in previous rate cases at the Commission and at the Public Utility Commission. TCUC will request reimbursement only for actual amount billed for work that has been performed.
16. TCUC reserves the right to amend this affidavit and its request for reimbursement as more information is gathered over the course of CenterPoint's *March 27<sup>th</sup> Statement of Intent*.
17. Statements in this affidavit are true and known by me personally.

  
 \_\_\_\_\_  
 Alfred R. Herrera

SWORN AND SUBSCRIBED before me on this the 1 of July 2015.

  
 \_\_\_\_\_  
 Notary Public, State of Texas



Texas Coast Utilities Coalition

EXHIBIT NO. 1  
1 of 40

|  | Invoice Date | Invoice No. | Billing Period | Through Period | Invoice Amount | Total Billed to Date |  |                    |
|--|--------------|-------------|----------------|----------------|----------------|----------------------|--|--------------------|
| <b>NewGen Strategies &amp; Solutions, LLC</b>                |              |             |                |                |                |                      |  |                    |
|  | 5/18/15      | 3476        | 4/25/15        | 5/15/15        | \$7,350.00     | \$7,350.00           |  |                    |
|  | 6/18/15      | 3572        | 5/16/15        | 6/15/15        | \$20,617.50    | \$27,967.50          |  |                    |
|  | 6/30/15      | 3618        | 6/16/15        | 6/30/15        | \$5,287.50     | \$33,255.00          |  |                    |
|  |              |             |                |                |                | <b>GDS total:</b>    | <b>\$33,255.00</b>                                       |                    |
| <b>Herrera &amp; Boyle, PLLC (legal fees &amp; expenses)</b> |              |             |                |                |                |                      |  |                    |
|  | 5/11/15      |             | 3/29/15        | 4/30/15        | \$3,637.00     | \$3,637.00           |  |                    |
|  | 6/10/15      |             | 5/1/15         | 5/31/15        | \$5,584.45     | \$9,221.45           |  |                    |
|  | 7/1/15       |             | 6/1/15         | 6/30/15        | \$28,813.84    | \$38,035.29          |  |                    |
|  |              |             |                |                |                | <b>HB total:</b>     | <b>\$38,035.29</b>                                       |                    |
|  |              |             |                |                |                |                      | <b>HB + Consultant Actual Fees &amp; Expenses</b>        | <b>\$71,290.29</b> |
|  |              |             |                |                |                |                      | <b>HB Estimated Fees &amp; Expenses to Complete Case</b> | <b>\$4,550.00</b>  |
|  |              |             |                |                |                |                      | <b>Total HB + Consultant Fees &amp; Expenses</b>         | <b>\$75,840.29</b> |

GAS UTILITIES DOCKET NO. 10432

STATEMENT OF INTENT FILED BY § BEFORE THE  
CENTERPOINT ENERGY ENTEX TO §  
INCREASE THE RATES IN THE § RAILROAD COMMISSION  
UNINCORPORATED AREAS OF THE §  
TEXAS COAST DIVISION § OF TEXAS

AFFIDAVIT OF CHRISTOPHER L. BREWSTER  
RELATED TO THE RATE CASE EXPENSES OF  
GULF COAST COALITION OF CITIES

STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Christopher L. Brewster who being by me first duly sworn, on oath deposed and said the following:

1. My name is Christopher L. Brewster. I am a principal with the law firm of Lloyd Gosselink Rochelle and Townsend, P.C. ("Lloyd Gosselink") and counsel for the Gulf Coast Coalition of Cities ("GCCC") in Gas Utilities Docket ("GUD") No. 10432. I have addressed and participated in utility matters since 2003, starting at the Public Utility Commission of Texas ("PUC"). Since leaving the PUC in 2006, I have represented entities before the PUC and the Railroad Commission ("Commission") for over nine years. I have represented municipalities in numerous ratemaking proceedings since 2006.

2. I have reviewed the work performed by Lloyd Gosselink and the technical consultants on behalf of GCCC in connection with GUD No. 10432 concerning the *Statement of Intent filed by CenterPoint Energy Entex to Increase the Rates in the Unincorporated Areas of the Texas Coast Division*. I am over the age of 18 years and am not disqualified from making this affidavit. My statements are true and correct.

3. I have reviewed the billings of Lloyd Gosselink submitted to GCCC for legal services performed in GUD No. 10432. I affirm that those billings accurately reflect the time

spent and expenditures incurred by Lloyd Gosselink on GCCC's behalf. Those billings were accurately calculated before they were tendered, and there was no double billing. None of the charges billed to GCCC have been recovered through reimbursement for other expenses. The expenses charged were associated with the review of CenterPoint's Statement of Intent in GUD No. 10432 and were necessary to advise GCCC and accomplish tasks in this proceeding. Total rate case expenses (inclusive of legal fees, consultant charges, and other expenses) for GUD No. 10432 through June 30, 2015 are summarized in the chart attached to this affidavit as Attachment A.

4. For the period of March through June 30, 2015, Lloyd Gosselink has billed \$49,589.60 for legal services in GUD No. 10432. The fees and expenses incurred through June 30, 2015 were necessary to: advise GCCC on the review of CenterPoint's Statement of Intent, identify issues, retain and work with consultants, address discovery matters, prepare testimony, participate in settlement discussions, and negotiate the settlement agreement.

5. The attorneys' hourly rates of \$165-325, upon which the billings are based, are the same hourly rates charged other clients for comparable services during the same time frame. Our firm's rates are at the lower end of the range compared to the rates charged by other lawyers with similar experience providing similar services. The hours spent to perform the tasks assigned to Lloyd Gosselink were necessary to complete those tasks in a professional manner on a timely basis. The participating attorneys' many years of experience participating in utility rate cases aid in our efforts to keep rate case expenses reasonable.

6. Invoices from Lloyd Gosselink also include fees and expenses from ReSolved Energy Consulting, LLC for work performed by Karl Nalepa and his assistant in the amount of \$31,869.34. Mr. Nalepa is a regulatory expert engaged to present testimony and consult on the issues in this case. Mr. Nalepa's hourly rate for this proceeding is \$260. This is the same or

similar hourly rate charged other clients for comparable services during the same time period. Mr. Nalepa and his assistant reviewed the CenterPoint's Statement of Intent, identified issues, prepared and reviewed discovery questions and responses, prepared direct testimony, assisted in settlement negotiations.

7. The invoices submitted by Lloyd Gosselink include a description of services performed and time expended on each activity. The invoices for GUD No. 10432 through June 30, 2015 are included as Attachment B to this affidavit. Lloyd Gosselink has documented all charges with time sheets, invoices and records. The documentation in this case is similar to that provided in many previous ratemaking proceedings at the Railroad Commission.

8. I have made a detailed review of actual invoices for consultants and legal services for March through June 30, 2015. I conclude that the services rendered in these months were necessary for GCCC's participation in this proceeding and that the fees and expenses were reasonable in relation to the complexity of the issues addressed. Specifically, I made the following significant findings during my review:

- The hourly rates charged by GCCC's consultants and attorneys are within the range of reasonable rates;
- The number of individuals working on this matter at any given time was minimized;
- Consultants and attorneys accurately documented hours worked and services provided on their invoices;
- There were no time entries by any individual that exceeded 12 hours per day on any single matter or on a combined basis when work was performed on these cases; and
- There were no expenses that are subject to special scrutiny (e.g., luxury hotels, valet parking, designer coffee, airfare, meals).

9. I have reviewed all of the consultants' and attorneys' qualifications, along with a critical evaluation of their work product and the fees that they charged GCCC, and have found

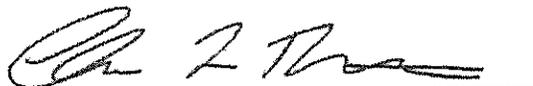
their services and fees to be reasonable and a good value. Each consultant and attorney provided services that were necessary for GCCC to fairly represent the interests of the members of GCCC in this rate-setting proceeding. All of the actual fees and expenses incurred to date are substantiated by detailed invoices, which I have included.

10. In addition to the expenses incurred through June 30, 2015, Lloyd Gosselink will incur fees and expenses in GUD No. 10432 beyond that date associated with continued work to finalize settlement documents subsequent to the date of this affidavit.

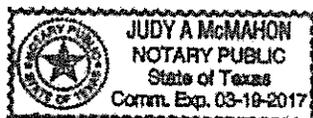
In consideration of this activity, GCCC estimates that its remaining expense of participating in this case beyond June 30, 2015 will not exceed \$5,000. In the event that the settlement in this matter is not adopted, or some additional process or litigation is required to bring this matter to a close, GCCC would seek to quantify an additional rate case expense amount.

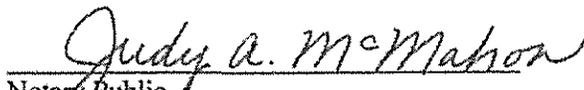
11. The total amounts requested for expenses through June 30, 2015 of \$81,458.94 for GUD No. 10432 and the estimate beyond that date, are reasonable given the complexity, importance, and magnitude of this case, the nature of GCCC's case, and the number of issues.

Dated: July 1, 2015.

  
CHRISTOPHER L. BREWSTER

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this 1st day of July, 2015.



  
Notary Public

**Attachment A**

GUD No. 10432 - CenterPoint 2015 Texas Coast Division Rate Case  
GCCC's Rate Case Expense Tracking

|  | Invoice Date | Invoice No. | Billing Period | Through Period | Invoice Amount | Total Billed to Date           |                    |
|--|--------------|-------------|----------------|----------------|----------------|--------------------------------|--------------------|
| <b>Lloyd Gosselink</b>                 | 4/13/15      | 97463860    | 3/1/15         | 3/31/15        | \$1,487.50     | \$1,487.50                     |                    |
|  | 5/12/15      | 97464751    | 4/1/15         | 4/30/15        | \$7,314.73     | \$8,802.23                     |                    |
|  | 6/10/15      | 97465319    | 5/1/15         | 5/31/15        | \$6,258.17     | \$15,060.40                    |                    |
|  | 7/1/15       | 97465816    | 6/1/15         | 6/30/15        | \$34,529.20    | \$49,589.60                    |                    |
|  |              |             |                |                |                | <b>Total LG:</b>               | <b>\$49,589.60</b> |
| <b>Resolved Energy Consulting, LLC</b> | 5/6/15       | 3556        | 3/30/15        | 4/30/15        | \$9,670.00     | \$9,670.00                     |                    |
|  | 6/3/15       | 3568        | 5/1/15         | 5/31/15        | \$6,360.00     | \$16,030.00                    |                    |
|  | 6/30/15      | 3579        | 6/1/15         | 6/30/15        | \$15,839.34    | \$31,869.34                    |                    |
|  |              |             |                |                |                | <b>Total Resolved:</b>         | <b>\$31,869.34</b> |
| <b>LG + Consultant</b>                 | 4/13/15      | 97463860    | 3/1/15         | 3/31/15        | \$1,487.50     | \$1,487.50                     |                    |
|  | 5/12/15      | 97465799    | 4/1/15         | 4/30/15        | \$16,984.73    | \$18,472.23                    |                    |
|  | 6/10/15      | 97465319    | 5/1/15         | 5/31/15        | \$12,618.17    | \$31,090.40                    |                    |
|  | 7/1/15       | 97465816    | 6/1/15         | 6/30/15        | \$50,368.54    | \$81,458.94                    |                    |
|  |              |             |                |                |                | <b>LG + Consultant Total:</b>  | <b>\$81,458.94</b> |
|  |              |             |                |                |                | <b>Estimate to completion:</b> | <b>\$5,000.00</b>  |
|  |              |             |                |                |                | <b>Grand Total:</b>            | <b>\$86,458.94</b> |

**Texas Coast 2015 Rate Case Expense Surcharge  
Rate Case Expense by Party**

| Line No. |                              |                      | Customers      | Surcharge # Bills | Surcharge      | Components           |
|----------|------------------------------|----------------------|----------------|-------------------|----------------|----------------------|
| 1        |                              |                      |                | 36 Months         |                |                      |
| 2        | CNP                          | \$ 619,887.57        | 279,824        | 10,073,664        | \$ 0.06        | All Customers        |
| 3        | Intervenor                   | <u>\$ 162,299.23</u> | 279,824        | 10,073,664        | <u>\$ 0.02</u> | All Customers        |
| 4        | <b>Total - All Customers</b> | <b>\$ 782,186.80</b> | <b>279,824</b> | <b>10,073,664</b> | <b>\$ 0.08</b> | <b>All Customers</b> |

Note: Number of customers above exclude those customers billed on Houston Division rates.

**CenterPoint Energy  
Texas Coast Division  
September 30, 2014 Number of Customers**

| Line No. | City                  | Number of Customers |                 |              |
|----------|-----------------------|---------------------|-----------------|--------------|
|          |                       | Residential         | General Service |              |
|          |                       |                     | Small           | Large Volume |
| 1        | Alvin Env             | 691                 | 16              | 0            |
| 2        | Alvin Inc             | 4,699               | 382             | 14           |
| 3        | Angleton Env          | 107                 | 18              | 0            |
| 4        | Angleton Inc          | 4,078               | 264             | 8            |
| 5        | Bacliff               | 2,037               | 97              | 1            |
| 6        | Barrett's Settlement  | 642                 | 32              | 0            |
| 7        | Baytown Env           | 6,332               | 210             | 0            |
| 8        | Baytown Inc           | 14,744              | 775             | 55           |
| 9        | Beach City Env        | 275                 | 8               | 0            |
| 10       | Beach City Inc        | 224                 | 3               | 0            |
| 11       | Beasley Env           | 2                   | 0               | 0            |
| 12       | Beasley Inc           | 94                  | 12              | 0            |
| 13       | Boling Env            | 229                 | 17              | 0            |
| 14       | Brookshire Env        | 592                 | 103             | 0            |
| 15       | Brookshire Inc        | 228                 | 66              | 10           |
| 16       | Brookside Village Inc | 446                 | 11              | 0            |
| 17       | Channel Area          | 1                   | 16              | 0            |
| 18       | Clr Lake Shores Env   | 25                  | 4               | 0            |
| 19       | Clr Lake Shores Inc   | 398                 | 16              | 0            |
| 20       | Clute Env             | 61                  | 1               | 0            |
| 21       | Clute Inc             | 1,924               | 165             | 4            |
| 22       | Columbia Lakes        | 426                 | 10              | 0            |
| 23       | Crosby                | 966                 | 140             | 1            |
| 24       | Damon Env             | 104                 | 9               | 0            |
| 25       | Danbury Env           | 45                  | 1               | 0            |
| 26       | Danbury Inc           | 397                 | 27              | 0            |
| 27       | Deer Park Inc         | 0                   | 15              | 1            |
| 28       | Dickinson Env         | 1,029               | 30              | 0            |
| 29       | Dickinson Inc         | 3,924               | 196             | 8            |
| 30       | East Bernard Env      | 3                   | 10              | 0            |
| 31       | East Bernard Inc      | 338                 | 54              | 0            |
| 32       | El Lago Inc           | 874                 | 19              | 0            |
| 33       | Freeport Env          | 0                   | 8               | 0            |
| 34       | Freeport Inc          | 2,174               | 177             | 4            |
| 35       | Friendswood Env       | 2,437               | 25              | 0            |
| 36       | Friendswood Inc       | 9,006               | 336             | 9            |
| 37       | Fulshear Env          | 186                 | 41              | 0            |
| 38       | Fulshear Inc          | 1,556               | 116             | 0            |
| 39       | Glen Flora Env        | 36                  | 6               | 0            |
| 40       | Highlands Env         | 2,760               | 91              | 1            |
| 41       | Hillcrest Vilg Env    | 139                 | 0               | 0            |
| 42       | Hillcrest Vilg Inc    | 267                 | 2               | 0            |
| 43       | Hitchcock Env         | 111                 | 6               | 0            |
| 44       | Hitchcock Inc         | 1,348               | 82              | 1            |
| 45       | Houston Annex         | 15                  | 112             | 0            |
| 46       | Houston Inc           | 978                 | 53              | 3            |
| 47       | Huffman Env           | 0                   | 0               | 2            |

**CenterPoint Energy**  
**Texas Coast Division**  
**September 30, 2014 Number of Customers**

| Line No. | City               | Number of Customers |                 |              |
|----------|--------------------|---------------------|-----------------|--------------|
|          |                    | Residential         | General Service |              |
|          |                    |                     | Small           | Large Volume |
| 48       | Hungerford Env     | 84                  | 12              | 0            |
| 49       | Iago Env           | 59                  | 4               | 0            |
| 50       | Iowa Colony        | 658                 | 57              | 0            |
| 51       | Jones Creek Env    | 39                  | 4               | 0            |
| 52       | Jones Creek Inc    | 467                 | 10              | 0            |
| 53       | Katy Env           | 10,832              | 674             | 0            |
| 54       | Katy Inc           | 3,801               | 313             | 13           |
| 55       | Kemah Env          | 88                  | 2               | 0            |
| 56       | Kemah Inc          | 511                 | 65              | 10           |
| 57       | Kendleton Env      | 1                   | 0               | 0            |
| 58       | Kendleton Inc      | 33                  | 3               | 0            |
| 59       | La Marque Inc      | 4,346               | 230             | 3            |
| 60       | La Porte Env       | 4                   | 15              | 0            |
| 61       | La Porte Inc       | 7,718               | 379             | 9            |
| 62       | Lake Jackson Env   | 91                  | 2               | 0            |
| 63       | Lake Jackson Inc   | 7,122               | 254             | 12           |
| 64       | League City Inc    | 24,009              | 887             | 16           |
| 65       | Liverpool Env      | 149                 | 2               | 0            |
| 66       | Liverpool Inc      | 100                 | 8               | 2            |
| 67       | Manvel Env         | 274                 | 18              | 0            |
| 68       | Manvel Inc         | 1,132               | 81              | 1            |
| 69       | Missouri City Inc  | 1,438               | 37              | 0            |
| 70       | Morgan's Point Inc | 118                 | 16              | 0            |
| 71       | Mt. Belvieu Env    | 410                 | 28              | 0            |
| 72       | Mt. Belvieu Inc    | 1,058               | 94              | 1            |
| 73       | Needville Env      | 69                  | 19              | 0            |
| 74       | Needville Inc      | 641                 | 58              | 1            |
| 75       | New Gulf Env       | 25                  | 9               | 0            |
| 76       | Old Ocean Env      | 25                  | 4               | 0            |
| 77       | Orchard Env        | 8                   | 1               | 0            |
| 78       | Orchard Inc        | 92                  | 8               | 0            |
| 79       | Oyster Creek Env   | 54                  | 2               | 0            |
| 80       | Oyster Creek Inc   | 112                 | 18              | 0            |
| 81       | Pasadena Env       | 0                   | 5               | 0            |
| 82       | Pasadena Inc       | 825                 | 18              | 4            |
| 83       | Pearland Env       | 8,099               | 211             | 0            |
| 84       | Pearland Inc       | 26,657              | 978             | 36           |
| 85       | Pecan Grove Env    | 21,541              | 896             | 0            |
| 86       | Pleak Inc          | 14                  | 1               | 0            |
| 87       | Richmond Env       | 3,327               | 302             | 0            |
| 88       | Richmond Inc       | 2,043               | 177             | 14           |
| 89       | Richwood Env       | 281                 | 4               | 0            |
| 90       | Richwood Inc       | 810                 | 32              | 0            |
| 91       | Rosenberg Env      | 3,646               | 201             | 0            |
| 92       | Rosenberg Inc      | 6,370               | 517             | 17           |
| 93       | Rosharon Env       | 133                 | 27              | 0            |
| 94       | San Leon Env       | 739                 | 33              | 0            |

**CenterPoint Energy**  
**Texas Coast Division**  
**September 30, 2014 Number of Customers**

| Line No.   | City                 | Number of Customers |                 |              |
|------------|----------------------|---------------------|-----------------|--------------|
|            |                      | Residential         | General Service |              |
|            |                      |                     | Small           | Large Volume |
| 95         | Santa Fe Env         | 83                  | 3               | 0            |
| 96         | Santa Fe Inc         | 1,930               | 94              | 1            |
| 97         | Seabrook Inc         | 3,246               | 147             | 6            |
| 98         | Shoreacres Inc       | 583                 | 9               | 0            |
| 99         | Sienna Plantation    | 13                  | 0               | 0            |
| 100        | Sugar Land Env       | 15,000              | 167             | 0            |
| 101        | Sugar Land Inc       | 19,889              | 626             | 36           |
| 102        | Taylor Lake Vilg Inc | 1,399               | 10              | 0            |
| 103        | Teal Run             | 5,966               | 203             | 0            |
| 104        | Texas City Inc       | 9,738               | 524             | 17           |
| 105        | Van Vleck Env        | 221                 | 22              | 0            |
| 106        | Wallis Env           | 6                   | 2               | 0            |
| 107        | Wallis Inc           | 252                 | 29              | 1            |
| 108        | Webster Env          | 0                   | 1               | 0            |
| 109        | Webster Inc          | 448                 | 212             | 24           |
| 110        | West Columbia Env    | 103                 | 11              | 0            |
| 111        | West Columbia Inc    | 774                 | 89              | 0            |
| 112        | Weston Lakes Env     | 212                 | 7               | 0            |
| 113        | Weston Lakes Inc.    | 1,227               | 37              | 0            |
| 114        | Wharton Env          | 80                  | 3               | 0            |
| 115        | Wharton Inc          | 1,769               | 208             | 8            |
| <b>116</b> | <b>TOTAL</b>         | <b>269,940</b>      | <b>12,902</b>   | <b>354</b>   |

Note: For ratemaking purposes, the cities of Houston, Deer Park, Missouri City, and Pasadena are part of the Company's Houston Division; however, the corporate limits of those cities extend into the Texas Coast Division. The minimal revenues, expenses, and plant of these cities that are in the Texas Coast Division are reflected in this application. The Company is not requesting a rate change for these cities.

# ATTACHMENT B

*CenterPoint and Texas Coast  
Utilities Coalition of Cities*

**Rule 11 Agreement**

*GUD Nos. 9791, 9910, 10007, and  
10097*

# Parsley Coffin Renner

A Limited Liability Partnership

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

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July 2, 2015

Alfred R. Herrera  
Attorney for Texas Coast Coalition of Cities  
816 Congress Avenue, Suite 1250  
Austin, Texas 78701

Re: GUD 10432; *Statement of Intent of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas to Increase Rates on a Division-wide Basis in the Texas Coast Division*

Mr. Herrera:

This letter confirms our agreement regarding the disposition of certain cases described below and also referenced in the Unanimous Settlement Agreement signed by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint" or the "Company") and the Texas Coast Utilities Coalition ("TCUC") in Gas Utilities Docket ("GUD") No. 10432.

Pursuant to Rule 11 of the Texas Rules of Civil Procedure, TCUC and CenterPoint agree to the following:

1. As part of the Unanimous Settlement Agreement in GUD No. 10432, and within twenty days from the Railroad Commission's approval of that Agreement, TCUC agrees to withdraw its pending appeal in the Remand of GUD No. 9791 and its appeals of GUD Nos. 9910, 10007 and 10097, which are currently pending in Travis County District Courts (docketed as D-1-GN-10-001189, D-1-GN-11-001472, D-1-GN-12-000930, D-1-GN-12-000931, and D-1-GN-12-000932).
2. Within thirty (30) days from all TCUC cities having issued an ordinance or resolution approving the Unanimous Settlement Agreement in GUD No. 10432, approving the rate case expense tariff attached to this agreement, and TCUC having provided an invoice for actual amounts incurred and yet to be reimbursed, CenterPoint shall reimburse TCUC its expenses related to GUD No. 9791 and to GUD Nos. 9910, 10007 and 10097, including related appeals, in the amount of \$405,000 and CenterPoint shall recover TCUC's unreimbursed expenses associated with these proceedings through a surcharge in the Cities of Angleton, Baytown, Clute, Freeport, League City, Pearland, Shoreacres, West Columbia, and Wharton, Texas (collectively, "TCUC Cities") and the Company agrees not to seek recovery of its expenses associated with these appeals. The recovery period for the applicable

surcharge in the TCUC Cities shall be thirty-six months and the surcharge shall be computed and applied based on the volume of gas sold by CenterPoint in the TCUC Cities.

Invoices will be sent to the following address for processing:

Thomas Stevens  
Director of Regulatory Affairs  
CenterPoint Energy  
P.O. Box 2628  
Houston, Texas 77252-2628

Please sign below to indicate your agreement to these terms

Best regards,



Mark Santos  
Attorney for CenterPoint

AGRIED:



Alfred R. Herrera  
Attorney for Texas Coast Coalition of Cities

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

|   |  |
|---|--|
| <b>AGENDA OF:</b> July 27, 2015   | <b>ITEM NO.:</b> Resolution No. R2015-128      |
| <b>DATE SUBMITTED:</b> July 20, 2015  | <b>DEPT. OF ORIGIN:</b> Engineering & Projects |
| <b>PREPARED BY:</b> S Jones   | <b>PRESENTOR:</b> S. Polka                     |
| <b>REVIEWED BY:</b> Trent Epperson  | <b>REVIEW DATE:</b> July 21, 2015              |
| <b>SUBJECT: A Resolution of the City Council of the City of Pearland, Texas, authorizing a Master Services Agreement with Cobb Fendley for Program Management Services.</b>   |  |
| <b>EXHIBITS: R-2015- 128, Exhibit A Master Service Agreement</b>  |  |
| <b>FUNDING:</b> <input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input type="checkbox"/> Cash<br><input type="checkbox"/> Bonds To Be Sold <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold |  |
| <b>EXPENDITURE REQUIRED: NA</b><br><b>AMOUNT AVAILABLE:</b><br><b>ACCOUNT NO.:</b><br><b>ADDITIONAL APPROPRIATION REQUIRED:</b><br><b>ACCOUNT NO.:</b><br><b>PROJECT NO.:</b>   | <b>AMOUNT BUDGETED:</b><br><b>PROJECT NO.:</b> |
| <b>To be completed by Department:</b><br><div style="display: flex; justify-content: space-around;"> <span>Finance</span> <span>Legal</span> <span>Ordinance</span> <span>Resolution</span> </div>  |  |

**RECOMMENDED ACTION**

Consideration and approval of a resolution approving the Master Service Agreement with Cobb Fendley & Associates, Inc. for Program Management Services and authorizing the City Manager to execute the agreement.

**EXECUTIVE SUMMARY**

**BACKGROUND**

From time to time the number of projects managed by in-house staff exceeds the number that can effectively be handled by the Projects Division. Currently, there are approximately 40 projects in progress (planning, design or construction phase) including six federal/State funded Transportation Improvement Plan (TIP) projects, including four roadways and two trails. The work load for TIP projects is much greater than the average City project due to Federal and State requirements. In addition, the number of projects reaching the design and construction phase for the Lower Kirby area is increasing with new and renewed developmental activity in

that area. All of these projects are time sensitive requiring immediate and continuous attention.

In the past, when activity levels have risen the Projects Division has addressed the demands for staff resources through the use of staff extensions by using a consultant to perform program management, project management and construction management, as needed. Staff is proposing to enter into a Master Service Agreement (MSA) with Cobb Fendley & Associates, Inc. (CFA) to assist with projects as demands required without the need for hiring full-time staff.

#### **SCOPE OF CONTRACT/AGREEMENT**

The proposed MSA with CFA includes the basic agreement identified as a “Master Service Agreement” as a cover to the City’s Standard Scope of Services for Program Management. This boilerplate sets out the basis of the agreement to provide services, the proposed functional level personnel to be provided and the contract rate for those services.

The specific work to be provided is to be identified and quantified via Task Orders. The Task Orders are specific to an individual project and the exact services to be provided, detailing the resources, man-hours and costs associated with the performance of each Task. When required by the City’s procurement policy, Staff will bring specific Task Orders to be performed under the MSA to Council for consideration.

#### **BID AND AWARD**

**N/A**

#### **SCHEDULE**

The schedule of these services is on an as-needed basis. CFA stands ready to begin immediately.

#### **POLICY/GOAL CONSIDERATION**

This request falls into both the Fiscally Responsible and Sustainable Infrastructure components of Council’s Strategic Goals.

#### **CURRENT AND FUTURE CIP FUNDING /FINANCIAL IMPACTS/DEBT SERVICE**

Funding for each Task Order will be provided for within the individual project budget.

#### **O&M IMPACT INFORMATION**

This contract will not have an impact on future O & M costs.

## MASTER SERVICE AGREEMENT

This Master Service Agreement (MSA) (Agreement) is made this \_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Pearland having offices at 3519 Liberty Drive Pearland, Texas 77581, hereinafter referred to as the "CLIENT" and **Cobb, Fendley & Associates, Inc. (CobbFendley)**, a company formed under the laws of the State of Texas and having offices at 13430 Northwest Freeway, Suite 1100, Houston, Texas 77040, hereinafter referred to as "CONSULTANT."

WHEREAS, the CLIENT desires to contract with the CONSULTANT from time to time to provide Program Management services to support the ongoing development of the Lower Kirby District; and

WHEREAS, the CONSULTANT is willing to provide such services on a nonexclusive basis; and

WHEREAS this Agreement does not obligate CLIENT to order work from CONSULTANT, nor does it obligate CONSULTANT to accept orders for work, but it shall control and govern all work accepted by CONSULTANT under written Task Orders and shall define the rights, obligations, and liabilities of CLIENT and CONSULTANT during the term hereof with respect to the matters covered herein; and

NOW THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the parties hereto agree as follows:

### ARTICLE 1 - TASK ORDERS

- 1.1 Tasks to be performed in conjunction with this agreement are as outlined in Attachment C, Program Management Scope of Services.
- 1.2 CLIENT may, from time to time, request CONSULTANT to perform services (Work) hereunder by issuing CONSULTANT a written Task Order, which shall set forth a Scope of Work including:
  - a) The location of the Work Site;
  - b) The Work required to be performed, including any drawings, plans and/or specifications applicable to such Work;
  - c) The time limits within which such Work must be completed to CLIENT'S satisfaction;
  - d) The CLIENT'S office to which CONSULTANT is to render its invoice; and
  - e) Any other requirements applicable to such Work not inconsistent with the other terms and conditions of this Agreement.

Written Task Orders shall be substantially in the form of Attachment "A," attached hereto.

- 1.2 The CONSULTANT shall review the Task Order, prepare a cost estimate to complete the Scope of Work, agree to an estimated schedule for performance, and return the Task Order for CLIENT'S authorization.
- 1.3 CLIENT may also issue oral Task Orders to which CONSULTANT will respond with a written proposal.
- 1.4 Upon receipt of CLIENT'S written acceptance, the CONSULTANT shall commence the Work as detailed on the Task Order. Facsimiles of Task Orders will be accepted in emergency situations to expedite the commencement of Work.
- 1.5 In the event of conflict between the requirement of a Task Order and this Agreement, the Agreement

will, in all cases, take precedence, unless a variance is specifically noted and agreed to by both parties.

## **ARTICLE 2. COMPENSATION**

- 2.1 CONSULTANT will bill for its services as defined on the specific task order. Acceptable contracting methods include lump sum, cost plus, time and materials based on the Rate Schedule included as Attachment "B" or other mutually agreeable method. Use of CONSULTANT-owned equipment will be billed in accordance with CONSULTANT'S standard fee schedule. The CONSULTANT'S pricing, unless otherwise stated, shall not include any present or future federal, state, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments, which may be applicable to, measured by, imposed upon, or resulting from the performance of the Work. If used, Revised Rate Schedules will be submitted to the Client annually to reflect changes in compensation for the categories listed. The revised Rate Schedule will then become Attachment "B" of this Agreement.
- 2.2 CONSULTANT will submit monthly invoices for Services rendered. Payment terms are net thirty (30) days from date of invoice. If CLIENT objects to all or any portion of an invoice, it will notify CONSULTANT of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute within thirty (30) days from the date of the invoice, and the parties shall immediately make every effort to settle the disputed portion of the invoice.
- 2.3 If CLIENT fails to make any payment due CONSULTANT within thirty (30) days after receipt of an invoice, other than those amounts being disputed by CLIENT as provided in Section 2.2 above, then the amount due CONSULTANT will increase at the rate of 1.5 percent per month after the 30th day. In addition, CONSULTANT may, after giving seven (7) calendar days' written notice to CLIENT, suspend its Services and any deliverables until CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days. In the event that payment in full is not received, CONSULTANT reserves the right to have collection handled by CONSULTANT'S attorneys and any and all costs of collection, including reasonable attorney's fees, shall be paid by CLIENT.

## **ARTICLE 3. CLIENT'S RESPONSIBILITIES**

- 3.1 CLIENT will furnish to CONSULTANT all existing studies, reports, data and other information available to CLIENT necessary for performance of the work and authorize CONSULTANT to obtain additional data as required. CONSULTANT will be entitled to use and rely upon all such information and services.
- 3.2 Where necessary to the performance of the work, CLIENT shall arrange for CONSULTANT access to any site or property.
- 3.3 In the event of scheduled, prearranged or mandated events, meetings, access to sites, delivery of documentation or other obligations, the responsibility of which the CLIENT has agreed to and upon which the CONSULTANT relied, and which events, meetings, entrees to sites, delivery of documentation or other obligations could not or did not take place, or were required to be rescheduled because of the failure of the CLIENT in the discharge of the CLIENT'S obligations, all costs associated with that rescheduling shall be borne by the CLIENT.
- 3.4 If the work involves excavations or drilling, it is the responsibility of the CLIENT to provide the CONSULTANT with assistance in locating underground structures or utilities in the vicinity of any exploration or investigations; provided, however, that in no event shall CLIENT be liable for any damage caused by CONSULTANT's failure to properly locate such underground structures or utilities.
- 3.5 CLIENT recognizes that, when it is known, assumed or suspected that hazardous materials exist on or beneath the surface of the site of the Work or within any structure thereon, certain sampling materials,
- 2.5 In the event of conflict between the requirement of a Task Order and this Agreement, the Agreement

hazardous or contaminated. Accordingly, unless otherwise expressly provided in a Task Order, when sampling is included in the scope of services and when determined by CONSULTANT in its sole and exclusive judgment to be necessary based on CONSULTANT'S assessment of the degree of contamination, hazard, and risk, CONSULTANT will promptly inform CLIENT that containerization and labeling will be performed; will appropriately contain and label such materials; and will remove, transport and dispose of such material in accordance with all applicable laws.

#### **ARTICLE 4. PERFORMANCE OF SERVICE AND EXTENSION OF AGREEMENT**

- 4.1 CONSULTANT shall perform the services at times and at locations as CLIENT may request. CONSULTANT shall use its best efforts in the performance of services hereunder and represents that such services will be performed in a professional, timely, efficient and competent manner. CONSULTANT shall comply with all laws, rules, regulations and requirements of CLIENT and any applicable governmental authorities in connection with the performance of the services. In addition, CONSULTANT shall, at its own expense, obtain and maintain during the Term all necessary licenses, permits, approvals and other authorizations required in connection with performance of the services.
- 4.2 This Agreement shall commence on the date set forth above and shall automatically renew with the agreement of both parties for subsequent one-year terms with provisions for annual rate schedule changes, or as identified in Task Orders or CONSULTANT'S proposals, unless otherwise terminated in accordance with the provisions of this Agreement.
- 4.3 The dates of performance shall be interpreted as a material consideration in the Agreement; however, in the absence of an amended Agreement, dates shall not be construed as falling within the meaning of "time is of the essence."
- 4.4 The schedule and compensation may be influenced by the availability of information, public and regulatory agency concerns, weather, and numerous other factors that may not be foreseen during initial project planning. The CLIENT and CONSULTANT will negotiate in good faith and mutually agree on proposed schedule and costs changes as they occur, as appropriate.
- 4.5 Services additional to those set forth in the Task Order will be performed and completed within the time period and compensation agreed to in writing by the parties at the time such services are authorized.
- 4.6 If any time period within or date by which any of CONSULTANT'S services are to be performed is exceeded for reasons outside of CONSULTANT'S reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.
- 4.7 Pro Trak: Consultant shall use this along with a standard reporting process.

#### **ARTICLE 5. CONFIDENTIALITY**

- 5.1 The CONSULTANT and the CLIENT (including the employees, officers, agents, and directors of the respective parties) shall treat as confidential and proprietary, and will not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the work under this Agreement, any information whether verbal or written of any description whatsoever, (including any technical information, experience, or data) regarding either party's plans, programs, plants, processes, products, costs, equipment, or operations, which may come within the knowledge of the parties in the performance of this Agreement, without in each instance securing the prior written consent of the other party. Nothing contained within this Article shall prevent either party from disclosing to others, or using in any manner, information which has been published and has become part of the public domain other than by acts, omissions, or fault of either party; has been furnished or made known to either party by

third parties directly or indirectly; or was developed independently by either party.

- 5.2 In the event that either party shall be required by subpoena, court, or administrative order to disclose any of the information deemed by this Agreement to be confidential and/or proprietary, that party shall give immediate written notice to the other party. Upon receipt of the notice, the party whose information may be disclosed shall have the right to interpose all objections to the disclosure.

#### **ARTICLE 6. STANDARD OF CARE**

- 6.1 In performing services, CONSULTANT agrees to exercise professional judgment, made on the basis of the information available to CONSULTANT, and to use the same degree of care and skill ordinarily exercised in similar circumstances by consultants performing comparable services. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards.
- 6.2 CONSULTANT makes no other warranty, expressed or implied.

#### **ARTICLE 7. INSURANCE**

CONSULTANT, at its own expense and at all times during the Term, will maintain (i) commercial general liability insurance applicable to CONSULTANT's operations related to this Agreement, including coverage for the contractual indemnification provided by CONSULTANT, providing on an occurrence basis a minimum combined single limit of \$1,000,000.00 with a general aggregate limit of \$2,000,000.00, and (ii) business automobile liability insurance providing on an occurrence basis a minimum combined single limit of \$500,000.00. Such insurance shall name CLIENT and its affiliates and subsidiaries as additional insureds. CONSULTANT further will maintain such insurance as will fully protect CONSULTANT and CLIENT from any and all claims by employees of CONSULTANT under the workers' compensation act or employers' liability laws, including any employers' disability insurance laws, and from any and all other claims of whatsoever kind or nature for any and all damage to property or for personal injury, including death to anyone whomsoever, that may arise from operations by CONSULTANT or by anyone directly or indirectly engaged or employed by CONSULTANT. All policies of insurance shall be primary and non-contributory with any other coverage elsewhere afforded or available to CLIENT, as well as provide primary coverage for all losses and damages caused by the perils covered thereby. The policies will provide that they may not be canceled or altered without at least thirty (30) days prior written notice to CLIENT. CONSULTANT will deliver to CLIENT satisfactory evidence of all such insurance upon the execution of this Agreement and at least ten (10) days prior to the expiration of any policy term. The form, content and insurers for each policy shall be subject to the satisfaction of CLIENT. If CONSULTANT fails for any reason other than the fault of CLIENT to provide all of the insurance required by this Section 7, CLIENT shall be entitled (but have no obligation), in addition to all other remedies available to CLIENT as a result of such default, to purchase such insurance not provided by CONSULTANT and collect from CONSULTANT (or retain from sums otherwise owing to CONSULTANT) an amount equal to the premiums paid by CLIENT, plus a late charge equal to 10% per annum on the amount of such premiums, calculated from the date such insurance was due until CONSULTANT pays the amount of such premiums plus late charge to CLIENT.

#### **ARTICLE 8. INDEMNITY**

- 8.1 To the fullest extent permitted by law, the CONSULTANT hereby agrees as follows:
- a) with regard to the professional services performed and to be performed hereunder by or through the CONSULTANT, CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by

CONSULTANT's negligent services or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of CONSULTANT. The CONSULTANT shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of CLIENT or their agents, or other independent contractors, or other consultants of CLIENT, or others who are directly responsible to CLIENT, or for defects in design or construction furnished by those persons and/or entities; and

- b) with regard to any acts or omissions of the CONSULTANT in connection with this Agreement which do not comprise professional services, the CONSULTANT further agrees to indemnify, defend and hold harmless CLIENT from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the CONSULTANT, its consultants or subconsultants or anyone for whom the CONSULTANT is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the CONSULTANT (which is covered by Section "8.1a" above).

- 8.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT's willful misconduct or negligent acts, errors or omissions.
- 8.3 Neither CLIENT nor CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct.

## **ARTICLE 9. ALLOCATION OF RISK**

- 9.1 To the fullest extent permitted by law, the total liability in the aggregate of CONSULTANT and its employees, subcontractors or suppliers to CLIENT and anyone claiming by, through or under CLIENT on all claims of any kind (excluding claims for death or bodily injury) arising out of or in any way related to CONSULTANT'S services, or from any cause or causes whatsoever, including but not limited to negligence, errors, omissions, strict liability, indemnity or breach of contract, shall not exceed the compensation received by CONSULTANT for the Task Order upon which such liability is based, or the maximum amount of the CONSULTANT'S insurance coverage, whichever is greater.
- 9.2 In no event, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall CONSULTANT, its employees, subcontractors or suppliers be liable for loss of profits or revenue; loss of use of any equipment or facilities; cost of capital; cost of purchased power; cost of substitute equipment, facilities or services; downtime costs; any special consequential, incidental or exemplary damages; or claims of customers of CLIENT.
- 9.3 If CONSULTANT furnishes CLIENT with advice or assistance concerning any products, systems or services, which is not required under the Scope of Work or any other contract among the parties, the furnishing of such advice or assistance will not subject CONSULTANT to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

## **ARTICLE 10. OWNERSHIP OF DOCUMENTS**

- 10.1 In the event CONSULTANT prepares a written report related or pertaining to the Work, CONSULTANT shall furnish to CLIENT the number of copies of such report specified in the Task Order. Except for the reports, all field data and notes, laboratory test data, calculations, estimates and other documents, which the CONSULTANT prepares, shall remain the property of the CONSULTANT. The CLIENT agrees that all reports and other work the CONSULTANT provides, which are not paid for, will be returned or destroyed by CLIENT upon demand and will not be used for any purpose whatsoever other than those purposes contemplated in this Agreement and any Task Order. CONSULTANT hereby assigns and agrees to assign to CLIENT all rights to inventions, trade secrets, copyrights and technical data developed, conceived or reduced to practice by CONSULTANT, alone or jointly with others, which directly result from services performed under this Agreement, including all documents, plans, proposals, reports, programs, screens, forms, scripts, procedures, functions, analysis, data, ideas, specifications, descriptions, notes, and designs prepared or furnished by CONSULTANT, CLIENT or any other party in connection with the consulting assignment of the CONSULTANT pursuant to this Agreement. Such obligation to assign shall be effective during the Term and for one year thereafter, except such items that CONSULTANT can prove were conceived by CONSULTANT after the termination of this Agreement and not under circumstances contrary to any provision of this Agreement. CONSULTANT shall provide detailed written descriptions of any inventions, trade secrets, copyrights and technical data to be assigned as requested by CLIENT, and shall cooperate with CLIENT as needed in order to protect and enforce proprietary rights of CLIENT.
- 10.2 Any report prepared as part of the work will be prepared solely for use of the CLIENT. Other third parties are not to rely on the report unless both CONSULTANT and CLIENT consent in writing to such reliance. CONSULTANT may assess a charge in connection with documenting such consent.
- 10.3 CONSULTANT will prepare and perform the work according to the scope and purposes of this Agreement and Task Orders. To the extent that the work product is utilized in any manner outside the scope and purposes of this contract, CONSULTANT reserves the right to notify directly any third-party recipient of the limitations of the work product due to the scope and purposes of the contract under which it was prepared. It is expressly acknowledged that this reservation by CONSULTANT is necessary to protect and preserve CONSULTANT'S professional reputation with respect to its work product.

## **ARTICLE 11. INDEPENDENT CONTRACTOR; AUTHORITY**

- 11.1 This Agreement does not, and shall not be construed to, make CONSULTANT the agent or legal representative of CLIENT. CONSULTANT does not have, and shall disclaim, any right, power or authority to assume or create any obligations for, on behalf of, or in the name of CLIENT or to deal with CLIENT's property. CONSULTANT shall not incur or contract, or purport to incur or contract, any debt or obligation on behalf of CLIENT, or commit any act, make any representation, or advertise in any manner that may adversely affect any right of CLIENT or be detrimental to CLIENT's good name and reputation. CONSULTANT shall not have any authority over any employee or officer of CLIENT, nor shall CLIENT be required in any manner to implement any plans or suggestions CONSULTANT may provide.

## **ARTICLE 12. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

- 12.1 The CONSULTANT shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

### **ARTICLE 13. SAFETY**

13.1 The CLIENT shall be obligated to inform the CONSULTANT and its employees of any applicable site safety procedures and regulations known to CLIENT, as well as any special safety concerns or dangerous conditions at the site. The CONSULTANT and its employees will be obligated to adhere to such procedures and regulations once notice has been given.

### **ARTICLE 14. LITIGATION**

14.1 At the request of CLIENT, CONSULTANT agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which CLIENT is or becomes a party in connection with the work performed under this Agreement. CLIENT agrees to compensate CONSULTANT at its contract rates for its time and other costs in connection with such evidence or testimony. Similarly, if CONSULTANT is compelled by legal process to provide testimony or produce documents or other evidence in connection with work performed, CONSULTANT agrees to contact CLIENT prior to providing testimony or producing documents or other evidence and cooperate with CLIENT and CLIENT's counsel. CLIENT agrees to compensate CONSULTANT at its contract rates for its time and expense in connection with such testimony or document and other evidentiary production. In the event the support services of CONSULTANT are required in connection with litigation instituted by or against the CLIENT, CLIENT agrees to obtain from CLIENT'S counsel, a fully executed Agreement for Expert Service.

### **ARTICLE 15. NOTICE**

15.1 All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by facsimile, certified mail or courier to the address of the respective party that is shown on page 1 of this Agreement or to such other address as such party may designate.

### **ARTICLE 16. TERMINATION**

16.1 CLIENT reserves the right to delay the commencement of or suspend CONSULTANT's performance of any or all of the Work. The performance of Work under any individual Task Order may be terminated or suspended by either party, in whole or in part. Such termination shall be effected by delivery of fifteen (15) days' prior, written notice specifying the extent to which performance of work is terminated and the date upon which such action shall become effective. In the event work is terminated or suspended by CLIENT prior to the completion of services contemplated under any Task Order, CONSULTANT shall be paid for (i) the services rendered to the date of termination or suspension; (ii) demobilization costs; (iii) costs incurred with respect to non-cancelable commitments; and (iv) reasonable services provided to effectuate a professional and timely project termination or suspension. Additionally, and notwithstanding anything in this Agreement to the contrary, CLIENT shall at all times have the right to terminate this Agreement by providing thirty (30) days prior written notice of such termination to CONSULTANT.

### **ARTICLE 17. SEVERABILITY**

17.1 If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of these Terms and Conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

### **ARTICLE 18. WAIVER**

18.1 Any waiver by either party or any provision or condition of these Terms and Conditions shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless

such waiver is so expressed in writing and signed by the party to be bound.

#### **ARTICLE 19. GOVERNING LAW; JURISDICTION**

- 19.1 This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Texas, without reference to the conflict of laws principles of any jurisdiction. If any permitted suit, action or proceeding is brought in connection with this Agreement, exclusive venue for such suit, action or proceeding shall be in the courts in Brazoria County, Texas, and each party submits to the jurisdiction of such courts for the purpose of any such suit, action or proceeding. Each party irrevocably waives any objections which it may now or hereafter have to the laying of venue of any permitted suit, action or proceeding arising out of or relating to this Agreement brought in the courts located in Brazoria County, Texas, and hereby waives any claim that any such suit, action or proceeding brought in any such court has been brought in any inconvenient forum.
- 19.2 In the event that either party must resort to legal action to enforce any provision of this Agreement, the non-prevailing party agrees to pay attorney fees and other costs resulting from such action.
- 19.3 CLIENT and CONSULTANT hereby irrevocably and unconditionally waive all right to trial by jury in any action, suit, proceeding, or counterclaim that relates to or arises out of this agreement.

#### **ARTICLE 20. ASSIGNMENTS AND DELEGATION; NO SUBCONTRACTORS**

- 20.1 This Agreement may not be assigned or transferred by CONSULTANT, in whole or in part, nor may CONSULTANT delegate its duties under this Agreement, in whole or in part, in any of the foregoing circumstances without the prior written consent of CLIENT, and any assignment or delegation in violation of this Section shall be void. CLIENT shall have the right to assign this Agreement and any of its rights hereunder to any affiliate of CLIENT or as a part of a sale or transfer of the stock, assets or business of CLIENT or any substantial portion thereof. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors and permitted assigns. CONSULTANT shall not engage any third parties or independent contractors to perform the services under this Agreement without the express written consent of CLIENT.

#### **ARTICLE 21. CAPTIONS**

- 21.1 The captions of these Terms and Conditions are intended solely for the convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.

#### **ARTICLE 22. ENTIRE AGREEMENT**

- 22.1 This Agreement, and the Task Orders, constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the parties, whether oral or written in respect of this matter. There are no representations, warranties, collateral agreements, conditions or other agreements between the parties hereto in connection with the subject matter hereof except as specifically set forth herein.

*{Remainder of this page intentionally left blank.}*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth in this Agreement.

**CONSULTANT**

**COBB, FENDLEY & ASSOCIATES, INC.**

By: CM Eastland

Printed Name: Charles M. Eastland

Title: Principal

Date: 5/22/15

# ATTACHMENT A

## TASK ORDER

MASTER SERVICE AGREEMENT (MSA), Task Order No. \_\_\_\_\_

Pursuant and subject to the above captioned MSA dated \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_. CLIENT hereby requests that CONSULTANT performs the work described below upon the terms set forth:

**CLIENT PROVIDED INFORMATION:**

Work Site: \_\_\_\_\_

Work to Be Performed: \_\_\_\_\_

Drawings, plans, specifications (are) (are not) attached: \_\_\_\_\_

Date and Time to Commence: \_\_\_\_\_

Date and Time to Complete: \_\_\_\_\_

Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by CLIENT (if any): \_\_\_\_\_

Invoice Mailing Instructions: \_\_\_\_\_

Other Requirements or Variance from MSA (if any): \_\_\_\_\_

**CONSULTANT PROVIDED INFORMATION:**

Compensation: \_\_\_\_\_

Billing Terms: \_\_\_\_\_

Scope of Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACCEPTANCE:**

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

**CONSULTANT**

**COBB, FENDLEY & ASSOCIATES, INC.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CLIENT**

**City of Pearland**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT A

## Manhour Estimate

**Project Title:**  
**COP Project No.:**

Date

|  |       |       |       |
|--|-------|-------|-------|
| <b>List of classifications and rates</b> | Title | Title | Title |
|  | ###   | ###   | ###   |
|  |       |       |       |
|  |       |       |       |

Project Duration

### Days

## months

| Phase                                    | TOTALS | Labor Cost | Hours/Month |         |         |         |
|--|--------|------------|-------------|---------|---------|---------|
|  |        |            | Month 1     | Month 2 | Month 3 | Month 4 |
| Title                                    |        |            |             |         |         |         |
| Title                                    |        |            |             |         |         |         |
| Title                                    |        |            |             |         |         |         |
| <b>Total</b>                             |        |            |             |         |         |         |
| <b>Total Equip/Misc Cost (See Below)</b> |        | \$ -       |             |         |         |         |
| <b>Total Costs</b>                       |        | \$ -       |             |         |         |         |
| <b>Equipment and Misc Cost Items</b>     |        |            | Units/Month |         |         |         |
|  |        |            | Month 1     | Month 2 | Month 3 | Month 4 |
| Supplies                                 | \$ -   | \$ -       |             |         |         |         |
| Cell Phones/pagers                       |        |            |             |         |         |         |
| Computer (hrs/month)                     |        |            |             |         |         |         |
| Mileage @ \$0.575/mile                   | \$ -   | \$ -       |             |         |         |         |
| <b>Subtotal</b>                          |        | \$ -       |             |         |         |         |
|  |        | \$ -       |             |         |         |         |

**Notes:**

- 1
- 2
- 3

**ATTACHMENT B**  
**COBB, FENDLEY & ASSOCIATES, INC.**  
**2015 *REVISED* STANDARD RATE SCHEDULE**

|   |                            |                     |
|---|----------------------------|---------------------|
| Principal / Chief Engineer .....            | (Professional VIII)* ..... | \$210.00/HR         |
| Senior Project Manager .....                | (Professional VI)* .....   | \$190.00/HR         |
| Project Manager .....                       | (Professional V)* .....    | \$165.00/HR         |
| Senior Hydrologist .....                    | (Professional V)* .....    | \$190.00/HR         |
| Project Engineer III .....                  | (Professional III)* .....  | \$130.00/HR         |
| Project Engineer II .....                   | (Professional II)* .....   | \$120.00/HR         |
| Project Engineer I .....                    | (Professional I)* .....    | \$110.00/HR         |
| Senior Technician .....                     | (Technician IV)* .....     | \$125.00/HR         |
| Technician III .....                        | (Technician III)* .....    | \$110.00/HR         |
| Technician II .....                         | (Technician II)* .....     | \$100.00/HR         |
| Technician I .....                          | (Technician I)* .....      | \$80.00/HR          |
| Licensed State Land Surveyor .....          | (Professional VI)* .....   | \$200.00/HR         |
| Registered Professional Land Surveyor ..... | (Professional III)* .....  | \$145.00/HR         |
| 4-Man Survey Crew .....                     |                            | \$170.00/HR         |
| 3-Man Survey Crew .....                     |                            | \$150.00/HR         |
| 2-Man Survey Crew .....                     |                            | \$130.00/HR         |
| 1-Man Survey Crew .....                     |                            | \$110.00/HR         |
| Construction Manager .....                  | (Professional IV)* .....   | \$150.00/HR         |
| Senior Field Construction Observer .....    | (Professional I)* .....    | \$100.00/HR         |
| Field Construction Observer .....           | (Technician II)* .....     | \$90.00/HR          |
| Utility Specialist .....                    | (Professional II)* .....   | \$130.00/HR         |
| Telecommunications Designer .....           | (Technician II)* .....     | \$100.00/HR         |
| Telecommunications Fieldman .....           | (Technician I)* .....      | \$80.00/HR          |
| GIS Manager .....                           | (Professional III)* .....  | \$150.00/HR         |
| GIS Analyst .....                           | (Technician II)* .....     | \$100.00/HR         |
| Right-of-Way Agent .....                    |                            | \$115.00/HR         |
| Administrative .....                        |                            | \$95.00/HR          |
| Clerical .....                              |                            | \$70.00/HR          |
| GPS .....                                   |                            | \$35.00/HR/Receiver |

\* Category labels "Professional x" etc. are interim designations for 2015 and are to be implemented in lieu of previous position titles in 2016.

# ATTACHMENT B

## COBB, FENDLEY & ASSOCIATES, INC.

### **2015 *REVISED* STANDARD RATE SCHEDULE**

(Continued)

#### **SUBSURFACE UTILITY ENGINEERING**

|   |                  |
|---|------------------|
| One-Man Designating Crew (4-Hour Minimum) .....                                   | \$90/HR          |
| Two-Man Designating Crew (4-Hour Minimum) .....                                   | \$150/HR         |
| Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum).... | \$260/HR         |
| Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum).....       | \$280/HR         |
| Ground Penetrating Radar with 1 Technician (4-Hour Minimum) .....                 | \$250/HR         |
| Traffic Control Officer .....   | @ Cost + 10%     |
| Traffic Control (Lane Closures, etc.).....  | To Be Negotiated |
| Permits (Local, State, etc.) .....  | @ Cost + 10%     |
| Designation & Traffic Control Vehicles .....                                      | \$3.40/Mile      |
| Location Vehicles.....  | \$6.80/Mile      |

#### **REIMBURSABLE EXPENSES**

|  |                   |
|--|-------------------|
| Technology Fee (*) .....   | \$3.75/HR         |
| Consultant or Specialty Contractor (Outside Firm) .....                | @ Cost + 10%      |
| Courier, Special Equipment Rental .....                                | @ Cost + 10%      |
| Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.)..... | @ Cost            |
| Mileage (Standard Car or Truck).....                                   | IRS Approved Rate |
| Per Diem for Out of Town Travel (Per Day/Person) .....                 | \$36/Day          |
| Title Plant Charges .....  | @ Cost + 10%      |
| Other Misc. Expenses Related to the Project .....                      | @ Cost + 10%      |

#### In-House Reproduction:

- Copies (Up to 11" x 17")..... \$0.15/Each
- Color Prints (Up to 11" x 17")..... \$1.50/Each
- Color Prints (Larger than 11" x 17") .....
- Bluelines (All Sizes) .....
- Bond Prints (All Sizes) .....
- Mylar Prints.....
- Vellum Prints .....

(\*) Technology charges added to each billable man-hour.

**ATTACHMENT "C"**

EXHIBIT A



PROGRAM MANAGEMENT  
SCOPE OF SERVICES

**BASIC SERVICES:** Program Manager(s) shall render the following professional services, as requested, to the OWNER in connection with the design and construction of the Project.

**1. Pre-Construction/Design (on specific projects, as requested by the City/Owner)**

- 1.1. Provide constructability review of plans, specifications, contract documents and validity of Engineer of Record's project duration. Identify construction issues, conflicts, review the design and independent verification of quantities.
- 1.2. Review of development plans, consultation and discussions with developers and engineers representing developers.
- 1.3. Consultation and representation of the City in matters with other entities such as state and federal agencies when requested to do so by the City.
- 1.4. Attend Pre-Bid Meeting; provide feedback to City's Project Manager as necessary, such as: tracking and recording questions for the Engineer's written response, clarifying the Owner's expectations for the project and the project execution.
- 1.5. Chair Pre-Construction Meeting
  - 1.5.1. Schedule and conduct the pre-construction meeting; record and disseminate minutes from pre-construction meeting.
  - 1.5.2. Utilize the City's Pro-Trak system: set communications protocol and contract administration procedures, establish progress meeting schedule and submittal schedule.Provide agenda for meeting: Key milestone dates, pay application procedures, schedule, public notification

issues and procedures, utility coordination issues, traffic control, permitting, property owner notification and coordination, temporary facilities, contractor's use of City's Pro-Trak system, etc.

## **2. Construction Administration and Management Services**

2.1. Act as the City's on-site representative administering the contract for construction and providing overall project oversight, maintain record of decisions and changes made.

2.2. Meetings: Schedule and conduct construction progress meetings; record minutes from construction progress meetings and distribute via Pro-Trak to: City Representative, Design Engineer and contractor throughout the duration of the project.

2.2.1. Schedule meetings once a month, minimum, to review the following: work progress and schedule, outstanding issues, status of submittals and responses shop drawings unforeseen issues and changes to the work.

2.2.2. Coordinate additional meetings as necessary to discuss and resolve problems and provide guidance in a timely manner.

2.2.3. Coordinate/monitor the following: utility relocation activities for compliance, utility installation verification, reporting, record management and as-built drawings.

2.2.4. Attend all utility coordination, construction, and scheduling meetings.

2.2.5. Obtain copy of ROW permit and prints from Public Works in order to monitor progress of utility relocation per permit/plan.

### **2.3. Manage Construction**

2.3.1. All final documentation is required in electronic/digital format, utilizing Pro-Trak as is feasible.

- 2.3.2. As field problems arise, notify the Design Engineer and City Project Manager of proposed solutions to resolve problems.
  - 2.3.3. Review and update as-built documents regularly with contractor.
  - 2.3.4. Monitor and ensure adherence to approved project baseline schedule. Review contractor's schedule monthly, ensure compliance with City's intended schedule, and provide recommendations as needed to retain and regain schedule if needed.
  - 2.3.5. Recommend alternate project sequencing/scheduling to keep project on schedule.
  - 2.3.6. Prepare monthly summary report of construction activities with outstanding issues outlined for review. Monthly progress information associated with the project will be submitted to the Project Manager for review and approval.
  - 2.3.7. Record weather conditions on jobsite daily.
- 2.4. Coordinate work of contractor with external agencies and utility companies. Coordinate contractor's operations with regard to other City contracts and construction as well as with property owners for planned service outages, street closures, and access control issues to properties including notifications.
- 2.4.1. Verify construction conformance and compliance with TCEQ, NOI and NOT.
  - 2.4.2. Verify construction conformance with permitted activities such as: City of Pearland permits, U.S. Army Corps of Engineers permits, TxDOT roadway permits, and any Railroad agreements.
- 2.5. Maintain records of all decisions, actions and activities with regard to construction operations via the City's Pro-Trak system (i.e. Change Orders, RFIs and responses, Submittals and responses,

Request for Proposals, correspondence, SWPPP inspections.)

### **3. Construction Inspection Services**

3.1. Provide full-time on-site technical observation of Contractor's activities to verify and ensure all work materials, structures, equipment and workmanship comply with the Contract Documents including Addenda, and Change Orders. Verify and ensure that Contractor maintains good construction practices, safety measures and professional standards prevailing in the local City, County, and State of Texas. Utilize City's Pro-Trak system for all inspection reports.

3.1.1. Notify the City Project Manager if Contractor's work is not in compliance with the Contract Documents, specifications or standard safety procedures. Notify the City Project Manager and Design Engineer of any failure of the Contractor to take measures to repair and bring work in compliance.

3.1.2. Issue Advisory Notices to Contractor for work or practices that are not in compliance with approved construction documents.

3.1.3. Issue Non-Compliance Reports to Contractor if non-conforming work is not brought into compliance or if plan of action to bring work into compliance is not conducted in timely manner.

3.1.4. Inspect and observe the materials and equipment being incorporated into the work to assure that they are handled, stored and installed in accordance with the Contract Documents and specifications. Report to the City Project Manager regarding these activities.

3.2. Identify, record and notify Design Engineer of any problems or failures to meet performance requirements in a timely manner to minimize delay in the progress of the project, make recommendation(s) for appropriate solution to the City Project

Manager and Design Engineer.

- 3.3. Prepare and maintain daily progress log or daily construction reports, photographs, records and track quantities installed that day utilizing the City's Pro-Trak system.
- 3.4. Ensure contractor reviews and approves daily reports and quantities and sign off on daily reports.
- 3.5. Verify contractor has obtained necessary permits and is maintaining any Traffic Control, public notification and Storm Water Pollution Prevention Plans, facilities, equipment or arrangements in accordance with contract documents.
- 3.6. Attend and participate in progress meetings.
- 3.7. Immediately notify the City Project Manager and Design Engineer in the event of an on-site accident. Record and note conditions, activities and witnesses to the event.
- 3.8. Maintain Resolution Log and respond to citizen complaints in Pro-Trak system.
- 3.9. Consult with City Project Manager and Design Engineer in advance of scheduled major work operations, tests, inspections or start of important phases of project.

#### **4. Pay Applications**

- 4.1. Pay applications will be generated by the City's Pro-Trak system based on quantities approved in the daily reports. Review and verify quantities provided by contractor for all work in compliance with contract documents.
  - 4.1.1. Review work conducted daily on daily inspection reports and material installed measurements submitted by contractor; verify work conducted and bid item quantities via Pro-Trak; meet monthly to review pay estimate and quantities with contractor

- 4.1.2. Review progress pay application with Design Engineer for approval or revision prior to submittal to City.
  - 4.1.3. Finalize pay application with signatures from Contractor, Engineer and Construction Manager certifying quantities and amounts via Pro-Trak.
  - 4.1.4. Notify City Project Manager when all electronic signatures are completed in the Pro-Trak system for invoice processing.
  - 4.1.5. Track and record requests for rain or other delays with potential to add to Contract Time in Daily Reports in Pro-Trak.
  - 4.1.6. Provide an independent quantity forecast bid items to identify potential quantity over-runs as part of pay estimate review.
- 4.2. Upon completion of the work, prepare a final progress payment including a balancing change order zeroing out all unused quantities utilizing Pro-Trak. Identify and add additional quantities and make any approved changes to the Contract Time.
- 4.2.1. Review and coordinate with Design Engineer to provide Engineer's recommendation for Substantial Completion or Final Acceptance. (See Close-out Section)

## **5. Document Control**

5.1. Utilize the City's Pro-Trak system to: receive, route, track and log all Contractor communications, Submittals, Change Orders, RFIs, Pay Applications and Citizen Complaint/Resolution Log; communicate with Contractor the status of submittal reviews; review submittal and RFI log in Pro-Trak to ensure timely responses; notify City Project Manager, Contractor and Design Engineer of time critical issues.

5.1.1. Respond to RFIs when such response does not require the Engineer's opinion or expertise or direction from City.

5.1.2. Assemble and maintain notes, comments, sketches and supportive data relative to the Project to facilitate the revision of drawings to conform to the final as-built conditions. Review Contractor's record keeping periodically to ensure completeness, timeliness and progress.

## **6. Change Orders**

6.1. Prepare and issue request for proposals in a timely manner via Pro-Trak. Review RFP and contractor proposal for additional work with City Project Manager and Design Engineer for approval. Ensure the status of RFP and Responses from Contractor, City and Design Engineer are logged and tracked in the Pro-Trak system.

6.2. Provide recommendation on technical matters as an advocate for the City. Evaluate Contractor's response/proposal for merit, cost, time, accuracy and price practicality. Negotiate with Contractor on City's behalf if required.

6.3. Prepare Change Order and documentation including signatures of Contractor, Engineer and Construction Manager for delivery to City.

## **7. Testing Laboratory and Results**

7.1. Coordinate testing laboratory activities with Contractor's activities.

Review test reports for compliance with Contract Documents. Log, track and retain test reports in Pro-Trak. Review results with Contractor. Monitor any corrective action and re-testing for compliance. Maintain compliance with City's specifications

7.1.1. Review lab test reports and log any failures.

7.1.2. Review Invoicing from Laboratory to daily activities.

## **8. Project Completion and Close out**

8.1. A. Provide list of deliverables for substantial completion walk through/inspection. Schedule and conduct project walk through upon receipt of Contractor's notification of substantial completion. Include City Project Manager, Design Engineer and others as directed. Prepare a list of non-conforming work based on visual inspections via Pro-Trak. Record and monitor contractor's corrective efforts and schedule. Schedule final completion inspection for any remaining corrections.

B. Coordinate and obtain Design Engineer's signature and seal on Substantial Completion certificate and Final Completion and Acceptance certificate via Pro-Trak.

8.2. Review and compile any Operation and Maintenance documents required from the Contractor – forward to Engineer for review. Ensure Contractor's closeout documents are uploaded to Pro-Trak. Review for completeness and accuracy, including; affidavits of final payment, final pay estimates, as built records, redlines and drawings. Once received, notify the Design Engineer and City Project Manager when completed.

- 8.2.1. Upon completion of close out items, provide recommendation for City's Substantial Completion/Final Acceptance certificate.
- 8.2.2. Provide indexed project files, redline plans and as-built or record drawings to City via Pro-Trak.
- 8.3. Conduct Project Close-Out Meeting.
- 8.4. Prepare and recommend final payment application. (Prepare job record logs transmittals, and correspondence reports in an organized file for delivery to City.)
- 8.5. Consult with City on any potential Warranty items requiring repair or replacement.

## **9. Warranty Period**

- 9.1. Schedule, arrange and coordinate a One Year Walk-through of the project to review status of the work 30 days prior to expiration of the One Year Maintenance period.
- 9.2. Provide staff to conduct and participate in the warranty inspections.
- 9.3. Prepare list of non conforming work for presentation to the City Project Manager, Design Engineer and Contractor via Pro-Trak.
- 9.4. Oversee repairs for non conforming work with Contractor.
- 9.5. Submit final report on completed warranty repairs via Pro-Trak.

# ATTACHMENT A

## TASK ORDER No. 1A

### MASTER SERVICE AGREEMENT (MSA), Task Order No. 1A

Pursuant and subject to the above captioned MSA dated \_\_\_\_\_ between the City of Pearland and Cobb, Fendley & Associates, CLIENT hereby requests that CONSULTANT performs the work described below upon the terms set forth:

#### **CLIENT PROVIDED INFORMATION:**

Work Site: Hooper Road –

Work to Be Performed: Serve as the City's Project Manager for the Design and Bid Phase for Hooper Rd.

Drawings, plans, specifications are not attached:

Date and Time to Commence:

Date and Time to Complete:

Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by CLIENT (if any): Costs include reproduction costs and mileage.

Invoice Mailing Instructions:

Other Requirements or Variance from MSA (if any): N/A

#### **CONSULTANT PROVIDED INFORMATION:**

Compensation: \$7,960

Billing Terms: Lump Sum

Scope of Work:

CobbFendley will provide Project Management for the Design and Bid Phase for the Hooper Road project. This will include plan review coordination between Engineer of Record and City Staff, Constructability review of the 90% plan set, attend and coordinate Pre Bid meeting and associated tasks that result from the meeting. This scope of services will be generally in line with BASIC SERVICES 1.1 – 1.4 as described in Exhibit C – Program Management Scope of Services.

#### **ACCEPTANCE:**

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

#### **CONSULTANT**

**COBB, FENDLEY & ASSOCIATES, INC.**

By: *CM Eastland*

Printed Name: Charles M. Eastland

Title: Principal

Date: 5/22/15

#### **CLIENT**

**City of Pearland**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT A

## Manhour Estimate

**Project Title: Hooper Rd (Lower Kirby Program Management)**  
**Task Order No. 1A**  
**Design and Bid Phase Project Management**

5/21/2015

|  |                        |                  |          |
|--|------------------------|------------------|----------|
| <b>List of classifications and rates</b> |                        |                  |          |
|  | Senior Project Manager | Project Engineer | Clerical |
|  | \$190                  | \$130            | \$70     |

Design and Bid Phase Duration

60 Days

2 months

|  | TOTALS    | Labor Cost         | Hours/Month |         |
|--|-----------|--------------------|-------------|---------|
|  |           |                    | Month 1     | Month 2 |
| <b>Design/Bid Phase</b>                  |           |                    |             |         |
| Senior Project Manager                   | 16        | \$ 3,040           | 8           | 8       |
| Project Engineer                         | 32        | \$ 4,160           | 16          | 16      |
| Clerical                                 | 8         | \$ 560             | 4           | 4       |
| <b>Total PM Labor Costs</b>              |           | <b>\$ 7,760.00</b> |             |         |
| <b>Total Equip/Misc Cost (See Below)</b> |           | <b>\$ 200.00</b>   |             |         |
| <b>Total Costs</b>                       |           | <b>\$ 7,960.00</b> |             |         |
| <b>Equipment and Misc Cost Items</b>     |           |                    | Units/Month |         |
|  |           |                    | Month 1     | Month 2 |
| Supplies                                 | \$ 100.00 | \$ 100.00          |             |         |
| Cell Phones/pagers                       |           |                    |             |         |
| Computer (hrs/month)                     |           |                    |             |         |
| Mileage @ \$0.575/mile                   | 170       | \$ 100             | \$ 20       | \$ 20   |
| <b>Subtotal</b>                          |           | <b>\$ 200</b>      |             |         |
|  |           | <b>\$ 200</b>      |             |         |

**Notes:**

1. Project Manager hours are based on average 2 hours per week with a 8 week duration, for Design Review and Bid meetings, plan review and correspondence with Bid Package preparation in month 2
2. Project Engineer hours are based on plan review and coordination with Bid Package for 8 weeks at 4 hours per week.
3. Mileage is based on 2 site visits during design and 2 Meetings.

# ATTACHMENT A

## TASK ORDER No. 1B

### MASTER SERVICE AGREEMENT (MSA), Task Order No. 1B

Pursuant and subject to the above captioned MSA dated \_\_\_\_\_ between the City of Pearland and Cobb, Fendley & Associates, CLIENT hereby requests that CONSULTANT performs the work described below upon the terms set forth:

#### **CLIENT PROVIDED INFORMATION:**

Work Site: Hooper Road –

Work to Be Performed: Serve as the City's Construction Manager and Construction Observer for the Construction Phase of Hooper Rd including One Year Warranty Period walk-through.

Drawings, plans, specifications are not attached:

Date and Time to Commence:

Date and Time to Complete:

Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by CLIENT (if any): Costs include reproduction costs and mileage.

Invoice Mailing Instructions: \_\_\_\_\_

Other Requirements or Variance from MSA (if any): N/A

#### **CONSULTANT PROVIDED INFORMATION:**

Compensation: \$122,390 (estimate)

Billing Terms: Time and Materials

Scope of Work:

CobbFendley will provide Construction Management and Construction Observation for the Construction Phase of the Hooper Road project. The scope of services provided will be generally in line with Construction Administration services and Management Services 2.1-2.5, Construction Inspection Services 3.1-3.10, Pay Applications 4.1-4.2, Document Control 5.1, Change Orders 6.1-6.3, Testing Laboratory and Results 7.1, Project Completion and Close out 8.1-8.5 and Warranty Period 9.1-9.5 as described in Exhibit C – Program Management Scope of Services.

#### **ACCEPTANCE:**

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

#### **CONSULTANT**

**COBB, FENDLEY & ASSOCIATES, INC.**

By: *CM Eastland*

Printed Name: Charles M. Eastland

Title: Principal

Date: 5/22/15

#### **CLIENT**

**City of Pearland**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT A

## Manhour Estimate

### Project Title: Hooper Rd (Lower Kirby Program Management) Task Order No. 1B Construction Management and Inspection

5/21/2015

| List of classifications and rates |                        |                      |                        |          |
|-----------------------------------|------------------------|----------------------|------------------------|----------|
|                                   | Senior Project Manager | Construction Manager | Construction Inspector | Clerical |
|                                   | \$190                  | \$150                | \$90                   | \$70     |

Construction Phase Duration                      180 Days                      6 months

|  | TOTALS    | Labor Cost           | Hours/Month |         |         |         |         |         |     |
|--|-----------|----------------------|-------------|---------|---------|---------|---------|---------|-----|
|  |           |                      | Month 1     | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 |     |
| <b>Construction Phase</b>                |           |                      |             |         |         |         |         |         |     |
| Senior Project Manager                   | 48        | \$ 9,120             | 8           | 8       | 8       | 8       | 8       | 8       | 8   |
| Construction Manager                     | 144       | \$ 21,600            | 24          | 24      | 24      | 24      | 24      | 24      | 24  |
| Construction Observer                    | 960       | \$ 86,400            | 160         | 160     | 160     | 160     | 160     | 160     | 160 |
| Clerical                                 | 18        | \$ 1,620             | 3           | 3       | 3       | 3       | 3       | 3       | 3   |
| <b>Total CM Labor Costs</b>              |           | <b>\$ 118,740.00</b> |             |         |         |         |         |         |     |
| <b>Total Equip/Misc Cost (See Below)</b> |           | <b>\$ 3,650</b>      |             |         |         |         |         |         |     |
| <b>Total Estimated Costs</b>             |           | <b>\$ 122,390</b>    |             |         |         |         |         |         |     |
| <b>Equipment and Misc Cost Items</b>     |           |                      | Units/Month |         |         |         |         |         |     |
|  |           |                      | Month 1     | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 |     |
| Supplies                                 | \$ 200.00 | \$ 200.00            |             |         |         |         |         |         |     |
| Cell Phones/pagers                       |           |                      |             |         |         |         |         |         |     |
| Computer (hrs/month)                     |           |                      |             |         |         |         |         |         |     |
| Mileage @ \$0.575/mile                   | 6,000     | \$ 3,450             | 1,000       | 1,000   | 1,000   | 1,000   | 1,000   | 1,000   |     |
| <b>Subtotal</b>                          |           | \$ 3,650             |             |         |         |         |         |         |     |
|  |           | <b>\$ 3,650</b>      |             |         |         |         |         |         |     |

- Notes:**
1. Project Manager hours are based on average 4 hours per week with a 24 week duration, for meetings, plan review and correspondence.
  2. Construction Manager hours are based on 8 hours per week for 24 weeks.
  3. Construction Observer hours are based on 40 hours per week for 24 weeks.
  3. Mileage is based on 20 trips per month for Construction Observer, 5 trips per month for Construction Manager/Sr. Project Manager. (Mileage is estimated from Pearland Office to Project site)

# ATTACHMENT A

## TASK ORDER No.2

### MASTER SERVICE AGREEMENT (MSA), Task Order No. 2

Pursuant and subject to the above captioned MSA dated \_\_\_\_\_ between the City of Pearland and Cobb, Fendley & Associates. CLIENT hereby requests that CONSULTANT performs the work described below upon the terms set forth:

#### **CLIENT PROVIDED INFORMATION:**

Work Site: Underground Electrical (Kirby Drive) –

Work to Be Performed: Serve as the City's Project Manager for the Construction Phase of the Underground Electrical Project on Kirby Drive

Drawings, plans, specifications are not attached:

Date and Time to Commence:

Date and Time to Complete:

Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by CLIENT (if any): Costs include reproduction costs and mileage.

Invoice Mailing Instructions: \_\_\_\_\_

Other Requirements or Variance from MSA (if any): N/A

#### **CONSULTANT PROVIDED INFORMATION:**

Compensation: \$20,108

Billing Terms: Lump Sum

Scope of Work:

CobbFendley will provide Construction Administration for the Construction Phase of the Underground Electrical project on Kirby Drive. This will include coordination meetings, field visits and correspondence with CenterPoint. This scope of services will be generally in line with CONSTRUCTION ADMINISTRATION AND MANAGEMENT SERVICES Section 2.1 – 2.3, as described in Exhibit C – Program Management Scope of Services.

#### **ACCEPTANCE:**

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

#### **CONSULTANT**

**COBB, FENDLEY & ASSOCIATES, INC.**

By: CM Eastland

Printed Name: Charles M. Eastland

Title: Principal

Date: 5/22/15

#### **CLIENT**

**City of Pearland**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# ATTACHMENT A

## TASK ORDER No. 3

### MASTER SERVICE AGREEMENT (MSA), Task Order No. 3

Pursuant and subject to the above captioned MSA dated \_\_\_\_\_ between the City of Pearland and Cobb Fendley & Associates, CLIENT hereby requests that CONSULTANT performs the work described below upon the terms set forth:

#### **CLIENT PROVIDED INFORMATION:**

Work Site: Phase 1 Regional Detention (Lower Kirby District)

Work to Be Performed: Provide Construction Management and Field Observation for the Construction of Phase 1 Regional Detention (Lower Kirby District).

Drawings, plans, specifications are not attached:

Date and Time to Commence:

Date and Time to Complete:

Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by CLIENT (if any): Costs include reproduction costs and mileage.

Invoice Mailing Instructions:

Other Requirements or Variance from MSA (if any): N/A

#### **CONSULTANT PROVIDED INFORMATION:**

Compensation: \$68,330

Billing Terms: Lump Sum

Scope of Work:

CobbFendley will provide Construction Management and Field Observation for the Construction of Phase 1 Regional Detention (Lower Kirby District). The scope of services provided will be generally in line with Construction Administration services and Management Services 2.1-2.5, Construction Inspection Services 3.1-3.10, Pay Applications 4.1-4.2, Document Control 5.1, Change Orders 6.1-6.3, Testing Laboratory and Results 7.1, Project Completion and Close out 8.1-8.5 and Warranty Period 9.1-9.5 as described in Exhibit C – Program Management Scope of Services.

#### **ACCEPTANCE:**

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

#### **CONSULTANT**

**COBBFENDLEY & ASSOCIATES, INC.**

By: 

Printed Name: Charles M. Eastland

Title: Principal

Date: 6/17/15

#### **CLIENT**

**City of Pearland**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT A

## Manhour Estimate

**Project Title: Phase 1 Regional Detention (Lower Kirby Program Management)**  
**Task Order No. 3**  
**Construction Management**

5/21/2015

|  |                        |                             |                      |
|--|------------------------|-----------------------------|----------------------|
| <b>List of classifications and rates</b> |                        |                             |                      |
|  | Senior Project Manager | Field Construction Observer | Construction Manager |
|  | \$190                  | \$90                        | \$150                |

Project Duration                      90 Days                      3 months

| Construction Phase                       | TOTALS | Labor Cost          | Hours/Month |         |         |
|--|--------|---------------------|-------------|---------|---------|
|  |        |                     | Month 1     | Month 2 | Month 3 |
| Senior Project Manager                   | 48     | \$ 9,120            | 16          | 16      | 16      |
| Construction Observer                    | 480    | \$ 43,200           | 160         | 160     | 160     |
| Construction Manager                     | 96     | \$ 14,400           | 32          | 32      | 32      |
| <b>Total CM Labor Costs</b>              |        | <b>\$ 66,720.00</b> |             |         |         |
| <b>Total Equip/Misc Cost (See Below)</b> |        | <b>\$ 1,610.00</b>  |             |         |         |
| <b>Total CM Costs</b>                    |        | <b>\$ 68,330.00</b> |             |         |         |

| Equipment and Misc Cost Items |      |                 | Units/Month |         |         |
|-------------------------------|------|-----------------|-------------|---------|---------|
|                               |      |                 | Month 1     | Month 2 | Month 3 |
| Supplies                      | \$ - | \$ -            |             |         |         |
| Cell Phones/pagers            |      |                 |             |         |         |
| Computer (hrs/month)          |      |                 |             |         |         |
| Mileage @ \$0.575/mile        | 2800 | \$ 1,610        | 960         | 920     | 920     |
| <b>Subtotal</b>               |      | <b>\$ 1,610</b> |             |         |         |
|                               |      | <b>\$ 1,610</b> |             |         |         |

- Notes:**
1. Project Manager hours are based on average 4 hours per week with a 12 week duration, for construction progress meetings, RFI, submittals, pay estimates and coordination with the City.
  2. Construction Observer hours are based on 40 hours per week for 12 weeks.
  3. Mileage is based on 60 trips for Construction Observer, 6 trips for Construction Manager and 4 trips for Project Manager.

**RESOLUTION NO. R2015-128**

**A Resolution of the City Council of the City of Pearland, Texas,  
authorizing a Master Services Agreement with Cobb Fendley for  
Program Management Services.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That certain contract for Program Management Services, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

**Section 2.** That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest a contract for Program Management Services.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 2015.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

|  |  |
|--|--|
| <b>AGENDA OF:</b> July 27, 2015  | <b>ITEM NO.:</b> Resolution No. R2015-131      |
| <b>DATE SUBMITTED:</b> July 13, 2015   | <b>DEPT. OF ORIGIN:</b> Engineering & Projects |
| <b>PREPARED BY:</b> S Jones  | <b>PRESENTOR:</b> S. Polka                     |
| <b>REVIEWED BY:</b> Trent Epperson   | <b>REVIEW DATE:</b> July 21, 2015              |
| <b>SUBJECT: A Resolution of the City Council of the City of Pearland, Texas, approving Task Orders 1A and 1B with Cobb Fendley for program management, construction management and construction observation services for the Hooper Road Project in the estimated amount of \$130,350.00</b>     |  |
| <b>EXHIBITS: R-2015- 131, Exhibit A-Master Service Agreement: Task Orders 1A and 1B</b>  |  |
| <b>FUNDING:</b> <input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input checked="" type="checkbox"/> Cash<br><input type="checkbox"/> Bonds To Be Sold <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold |  |
| <b>EXPENDITURE REQUIRED: \$130,350</b> <b>AMOUNT BUDGETED: \$3,724,000</b><br><b>AMOUNT AVAILABLE: \$3,264,557</b> <b>PROJECT NO.: TR1406</b><br><b>ACCOUNT NO.: 50-000-5630-03-00</b><br><b>ADDITIONAL APPROPRIATION REQUIRED:</b><br><b>ACCOUNT NO.:</b><br><b>PROJECT NO.:</b>                |  |
| <b>To be completed by Department:</b>  |  |
| <b>X</b>   | <b>Resolution</b>                              |
| <b>Finance</b>   | <b>Ordinance</b>                               |
| <b>Legal</b>   |  |

**RECOMMENDED ACTION**

Consideration and approval of a resolution approving the Task Orders 1A and 1B, in the amount of \$130,350 with Cobb Fendley for Program Management, Construction Management and Construction Observation Services for the Hooper Road Project and authorizing the City Manager to approve the Task Order.

**EXECUTIVE SUMMARY**

**BACKGROUND**

On this same Council Agenda, the City Council has considered the Master Service Agreement (MSA) with Cobb Fendley to assist with projects as the need arises through staff extensions.

Currently, Projects Department staff has 40 projects in progress and proposes to initiate the first Task Orders under the MSA to assist with the Project Management and Construction Management of the Hooper Road Project.

### **SCOPE OF CONTRACT/AGREEMENT**

Task Order 1A includes the performance of activities normally performed by the Projects Department across the entire life span of City projects. In this case, Cobb Fendley will provide Project Management beginning with completion of the management of the design process, performance of plan review and documentation prior to bid, performance of a constructability review, performance of pre-Bid tasks, manage the Bid Phase activities, and follow on in the roll of project manager throughout the Construction Phase of the project. Cost for these services totals \$7,960 inclusive of \$200 in reimbursables.

Task Order 1B includes activities for the construction phase in which Cobb Fendley will perform Construction Management and Construction Observation for the Hooper Road project. Specifically these duties consist of: coordination with City/PEDC staff, construction administration, provision of inspection and construction observation, management of pay applications, document control, change orders, testing laboratory management, perform project close out and provide warranty period activities on behalf of the City. Cost for these services totals \$122,390 inclusive of \$3,650 in reimbursables.

Taken together the two Task Orders total \$130,350. Staff has reviewed and negotiated these Task Orders and the costs are within historical norms for these services on similar projects.

### **BID AND AWARD**

**N/A**

### **SCHEDULE**

The schedule for these services is driven by the over-all project, design completion and construction schedules. The construction schedule will be determined by the design engineer prior to bid. Cobb Fendley stands ready to begin immediately.

### **POLICY/GOAL CONSIDERATION**

This request falls into both the Fiscally Responsible and Sustainable Infrastructure components of Council's Strategic Goals.

**CURRENT AND FUTURE CIP FUNDING /FINANCIAL IMPACTS/DEBT SERVICE**

This project is funded by the developer and the Economic Development Corporation.

| Year                      | To Date             | 2016              | 2017              | 2018              | 2019              | Total               |
|---------------------------|---------------------|-------------------|-------------------|-------------------|-------------------|---------------------|
| <b>Budget</b>             | <b>\$ 3,724,000</b> |                   |                   |                   |                   | <b>\$ 3,724,000</b> |
| Prior Expenditures        |                     |                   |                   |                   |                   |                     |
| PER                       |                     |                   |                   |                   |                   | -                   |
| Land/ROW                  |                     |                   |                   |                   |                   | -                   |
| Design/Survey             | 459,443             |                   |                   |                   |                   | 459,443             |
| Construction              |                     |                   |                   |                   |                   | -                   |
| FF&E                      |                     |                   |                   |                   |                   | -                   |
| <b>Current Request</b>    |                     |                   |                   |                   |                   |                     |
| <b>Construction</b>       | <b>130,350</b>      |                   |                   |                   |                   | <b>130,350</b>      |
| Future Expenditures       |                     |                   |                   |                   |                   |                     |
| PER                       |                     |                   |                   |                   |                   | -                   |
| Land/ROW                  |                     |                   |                   |                   |                   | -                   |
| Design/Survey             |                     |                   |                   |                   |                   | -                   |
| Construction              | 2,653,650           |                   |                   |                   |                   | 2,653,650           |
| FF&E                      |                     |                   |                   |                   |                   | -                   |
| <b>Total Expenditures</b> | <b>\$ 3,243,443</b> | <b>\$ -</b>       | <b>\$ -</b>       | <b>\$ -</b>       | <b>\$ -</b>       | <b>\$ 3,243,443</b> |
| <b>Remaining Balance</b>  | <b>\$ 480,557</b>   | <b>\$ 480,557</b> | <b>\$ 480,557</b> | <b>\$ 480,557</b> | <b>\$ 480,557</b> | <b>\$ 480,557</b>   |

|                            |  |  |  |  |  |  |
|----------------------------|--|--|--|--|--|--|
| Debt Sold                  |  |  |  |  |  |  |
| Debt to Be Sold            |  |  |  |  |  |  |
| <b>Annual Debt Service</b> |  |  |  |  |  |  |

**O&M IMPACT INFORMATION**

This contract will not have an impact on future O & M costs for this infrastructure.

| Year                            | 2015 | 2016 | 2017 | 2018 | 2019 |
|---------------------------------|------|------|------|------|------|
| Operation and Maintenance Costs |      |      |      |      |      |

# ATTACHMENT A

## TASK ORDER No. 1A

### MASTER SERVICE AGREEMENT (MSA), Task Order No. 1A

Pursuant and subject to the above captioned MSA dated \_\_\_\_\_ between the City of Pearland and Cobb, Fendley & Associates. CLIENT hereby requests that CONSULTANT performs the work described below upon the terms set forth:

#### **CLIENT PROVIDED INFORMATION:**

Work Site: Hooper Road –

Work to Be Performed: Serve as the City's Project Manager for the Design and Bid Phase for Hooper Rd.

Drawings, plans, specifications are not attached: \_\_\_\_\_

Date and Time to Commence: \_\_\_\_\_

Date and Time to Complete: \_\_\_\_\_

Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by CLIENT (if any): Costs include reproduction costs and mileage.

Invoice Mailing Instructions: \_\_\_\_\_

Other Requirements or Variance from MSA (if any): N/A

#### **CONSULTANT PROVIDED INFORMATION:**

Compensation: \$7,960

Billing Terms: Lump Sum

Scope of Work:

CobbFendley will provide Project Management for the Design and Bid Phase for the Hooper Road project. This will include plan review coordination between Engineer of Record and City Staff, Constructability review of the 90% plan set, attend and coordinate Pre Bid meeting and associated tasks that result from the meeting. This scope of services will be generally in line with BASIC SERVICES 1.1 – 1.4 as described in Exhibit C – Program Management Scope of Services.

#### **ACCEPTANCE:**

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

#### **CONSULTANT**

**COBB, FENDLEY & ASSOCIATES, INC.**

By: 

Printed Name: Charles M. Eastland

Title: Principal

Date: 5/22/15

#### **CLIENT**

**City of Pearland**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT A

## Manhour Estimate

### Project Title: Hooper Rd (Lower Kirby Program Management) Task Order No. 1A Design and Bid Phase Project Management

5/21/2015

|  |                        |                  |          |
|--|------------------------|------------------|----------|
| <b>List of classifications and rates</b> |                        |                  |          |
|  | Senior Project Manager | Project Engineer | Clerical |
|  | \$190                  | \$130            | \$70     |

Design and Bid Phase Duration

60 Days

2 months

|  | TOTALS    | Labor Cost         | Hours/Month |         |
|--|-----------|--------------------|-------------|---------|
|  |           |                    | Month 1     | Month 2 |
| <b>Design/Bid Phase</b>                  |           |                    |             |         |
| Senior Project Manager                   | 16        | \$ 3,040           | 8           | 8       |
| Project Engineer                         | 32        | \$ 4,160           | 16          | 16      |
| Clerical                                 | 8         | \$ 560             | 4           | 4       |
| <b>Total PM Labor Costs</b>              |           | <b>\$ 7,760.00</b> |             |         |
| <b>Total Equip/Misc Cost (See Below)</b> |           | <b>\$ 200.00</b>   |             |         |
| <b>Total Costs</b>                       |           | <b>\$ 7,960.00</b> |             |         |
| <b>Equipment and Misc Cost Items</b>     |           |                    | Units/Month |         |
|  |           |                    | Month 1     | Month 2 |
| Supplies                                 | \$ 100.00 | \$ 100.00          |             |         |
| Cell Phones/pagers                       |           |                    |             |         |
| Computer (hrs/month)                     |           |                    |             |         |
| Mileage @ \$0.575/mile                   | 170       | \$ 100             | \$ 20       | \$ 20   |
| <b>Subtotal</b>                          |           | \$ 200             |             |         |
|  |           | <b>\$ 200</b>      |             |         |

**Notes:**

1. Project Manager hours are based on average 2 hours per week with a 8 week duration, for Design Review and Bid meetings, plan reivev and correspondence with Bid Package preparation in month 2
2. Project Engineer hours are based on plan review and coordination with Bid Package for 8 weeks at 4 hours per week.
3. Mileage is based on 2 site visits during design and 2 Meetings.

# ATTACHMENT A

## TASK ORDER No. 1B

### MASTER SERVICE AGREEMENT (MSA), Task Order No. 1B

Pursuant and subject to the above captioned MSA dated \_\_\_\_\_ between the City of Pearland and Cobb, Fendley & Associates. CLIENT hereby requests that CONSULTANT performs the work described below upon the terms set forth:

#### **CLIENT PROVIDED INFORMATION:**

Work Site: Hooper Road –

Work to Be Performed: Serve as the City's Construction Manager and Construction Observer for the Construction Phase of Hooper Rd including One Year Warranty Period walk-through.

Drawings, plans, specifications are not attached: \_\_\_\_\_

Date and Time to Commence: \_\_\_\_\_

Date and Time to Complete: \_\_\_\_\_

Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by CLIENT (if any): Costs include reproduction costs and mileage.

Invoice Mailing Instructions: \_\_\_\_\_

Other Requirements or Variance from MSA (if any): N/A

#### **CONSULTANT PROVIDED INFORMATION:**

Compensation: \$122,390 (estimate)

Billing Terms: Time and Materials

Scope of Work:

CobbFendley will provide Construction Management and Construction Observation for the Construction Phase of the Hooper Road project. The scope of services provided will be generally in line with Construction Administration services and Management Services 2.1-2.5, Construction Inspection Services 3.1-3.10, Pay Applications 4.1-4.2, Document Control 5.1, Change Orders 6.1-6.3, Testing Laboratory and Results 7.1, Project Completion and Close out 8.1-8.5 and Warranty Period 9.1-9.5 as described in Exhibit C – Program Management Scope of Services.

#### **ACCEPTANCE:**

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

#### **CONSULTANT**

**COBB, FENDLEY & ASSOCIATES, INC.**

By: *CM Eastland*

Printed Name: Charles M. Eastland

Title: Principal

Date: 5/22/15

#### **CLIENT**

**City of Pearland**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT A

## Manhour Estimate

### Project Title: Hooper Rd (Lower Kirby Program Management) Task Order No. 1B Construction Management and Inspection

5/21/2015

| List of classifications and rates |                        |                      |                        |          |
|-----------------------------------|------------------------|----------------------|------------------------|----------|
|                                   | Senior Project Manager | Construction Manager | Construction Inspector | Clerical |
|                                   | \$190                  | \$150                | \$90                   | \$70     |

Construction Phase Duration 180 Days 6 months

|  | TOTALS    | Labor Cost           | Hours/Month |         |         |         |         |         |     |
|--|-----------|----------------------|-------------|---------|---------|---------|---------|---------|-----|
|  |           |                      | Month 1     | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 |     |
| <b>Construction Phase</b>                |           |                      |             |         |         |         |         |         |     |
| Senior Project Manager                   | 48        | \$ 9,120             | 8           | 8       | 8       | 8       | 8       | 8       | 8   |
| Construction Manager                     | 144       | \$ 21,600            | 24          | 24      | 24      | 24      | 24      | 24      | 24  |
| Construction Observer                    | 960       | \$ 86,400            | 160         | 160     | 160     | 160     | 160     | 160     | 160 |
| Clerical                                 | 18        | \$ 1,620             | 3           | 3       | 3       | 3       | 3       | 3       | 3   |
| <b>Total CM Labor Costs</b>              |           | <b>\$ 118,740.00</b> |             |         |         |         |         |         |     |
| <b>Total Equip/Misc Cost (See Below)</b> |           | <b>\$ 3,650</b>      |             |         |         |         |         |         |     |
| <b>Total Estimated Costs</b>             |           | <b>\$ 122,390</b>    |             |         |         |         |         |         |     |
| <b>Equipment and Misc Cost Items</b>     |           |                      | Units/Month |         |         |         |         |         |     |
|  |           |                      | Month 1     | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 |     |
| Supplies                                 | \$ 200.00 | \$ 200.00            |             |         |         |         |         |         |     |
| Cell Phones/pagers                       |           |                      |             |         |         |         |         |         |     |
| Computer (hrs/month)                     |           |                      |             |         |         |         |         |         |     |
| Mileage @ \$0.575/mile                   | 6,000     | \$ 3,450             | 1,000       | 1,000   | 1,000   | 1,000   | 1,000   | 1,000   |     |
| <b>Subtotal</b>                          |           | <b>\$ 3,650</b>      |             |         |         |         |         |         |     |
|  |           | <b>\$ 3,650</b>      |             |         |         |         |         |         |     |

**Notes:**

1. Project Manager hours are based on average 4 hours per week with a 24 week duration, for meetings, plan review and correspondence.
2. Construction Manager hours are based on 8 hours per week for 24 weeks.
3. Construction Observer hours are based on 40 hours per week for 24 weeks.
3. Mileage is based on 20 trips per month for Construction Observer, 5 trips per month for Construction Manager/Sr. Project Manager. (Mileage is estimated from Pearland Office to Project site)

**RESOLUTION NO. R2015-131**

**A Resolution of the City Council of the City of Pearland, Texas, approving Task Orders 1A and 1B with Cobb Fendley for program management, construction management and construction observation services for the Hooper Road Project in the estimated amount of \$130,350.00.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That the City council previously approved a Master Services Agreement with Cobb Fendley.

**Section 2.** That the City Council hereby approves Task Orders 1A and 1B under the Master Service Agreement, in the estimated amount of \$130,350.00, for services associated with the Hooper Road Project.

**Section 3.** The City Manager or his designee is hereby authorized to execute Task Orders 1A and 1B associated with the Hooper Road Project.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 2015.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

|  |                |                                    |               |
|--|----------------|------------------------------------|---------------|
| <b>AGENDA OF:</b>  | July 27, 2015  | <b>ITEM NO.:</b>                   | R2015-126     |
| <b>DATE SUBMITTED:</b>   | July 20, 2015  | <b>DEPT. OF ORIGIN:</b>            | Finance       |
| <b>PREPARED BY:</b>  | Bob Pearce     | <b>PRESENTOR:</b>                  | Michael Leech |
| <b>REVIEWED BY:</b>  | Trent Epperson | <b>REVIEW DATE:</b>                | July 21, 2015 |
| <b>SUBJECT:</b> R2015-126 A Resolution of the City Council of the City of Pearland, Texas, awarding a unit supply contract for Ditch Cleaning Services to Donmar Grading Inc., in the estimated amount of \$220,000.00 for the period of August 1, 2015 through July 31, 2016. |                |                                    |               |
| <b>EXHIBITS:</b> Resolution #R2015-126<br>Bid Tabulation   |                |                                    |               |
| <b>FUNDING:</b>  |                |                                    |               |
| <input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input type="checkbox"/> Cash<br><input type="checkbox"/> Bonds To Be Sold <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold          |                |                                    |               |
| <b>EXPENDITURE REQUIRED:</b> \$220,000 est.  |                |                                    |               |
| <b>AMOUNT BUDGETED:</b> \$220,000  |                | <b>AMOUNT AVAILABLE:</b> \$220,000 |               |
| <b>PROJECT NO.:</b>  |                |                                    |               |
| <b>ACCOUNT NO.:</b> 010-3570-555-11-00   |                |                                    |               |
| <b>ADDITIONAL APPROPRIATION REQUIRED:</b>  |                |                                    |               |
| <b>ACCOUNT NO.:</b>  |                |                                    |               |
| <b>PROJECT NO.:</b>  |                |                                    |               |
| <b>To be completed by Department:</b>  |                |                                    |               |
| Finance  | X Legal        | Ordinance                          | X Resolution  |

**EXECUTIVE SUMMARY**

**BACKGROUND**

It is necessary for the City to retain the services of an outside contractor for the cleaning and re-grading of open ditches within the City of Pearland, pursuant to the specifications of Bid No. 0615-54. Ditches are cleaned of accumulated sediment using a hydraulic excavator equipped with laser level technology. This technology accurately measures the correct ditch slope to assure optimum drainage. The contractor is responsible for the subsequent removal and appropriate disposal of all spoil material produced by their work.

Bid specifications include pricing for the contractor to provide a preliminary survey for prospective work assignments, when requested by City staff. This survey/drainage plan consists of a “before” profile of a given drainage ditch, and plan view indicating the affected ditch areas to be cleaned. Prior submittal of this data assures that the assigned work is necessary, that the proposed work properly addresses the drainage impediment(s), and provides the City with a reliable ditch condition database and an effective tool in scheduling of future maintenance.

### **SCOPE OF CONTRACT**

Contractor will perform ditch cleaning services as required by the specifications of City Bid #0615-54.

### **BID AND AWARD**

Two (2) bids were received, as reflected in the attached bid tabulation.

The low bidder, Donmar Grading Inc. is the incumbent supplier and Public Works management reports a high degree of satisfaction with Donmar’s responsiveness and quality of work. It is recommended that this bid be awarded to Donmar Grading Inc. at the unit pricing reflected in the attached tabulation.

This award will provide for fixed unit costs for a period of one (1) year, with no allowable price increases. At the expiration of the initial term, there is a renewal option for two (2) additional years with the mutual agreement of both parties, and the subsequent approval of City Council. Any price increase request for a renewal period must be substantiated by a commensurate increase during the prior 12 month period in the “All Items” category of the Consumer Price Index for the Houston-Galveston-Brazoria region.

### **SCHEDULE**

Awarded bidder will continue required ditch cleaning services immediately upon City Council approval.

### **POLICY/GOAL CONSIDERATION**

Strategic Goal: Sustainable Infrastructure - This bid award will positively impact the City’s goal to provide effective drainage for its residents.

### **CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS/DEBT SERVICE**

Funding for these services will come from Public Works’ operating budget.

### **RECOMMENDED ACTION**

A Resolution of the City Council of the City of Pearland, Texas, awarding a unit supply contract for Ditch Cleaning Services to Donmar Grading Inc., in the estimated amount of \$220,000.00 for the period of August 1, 2015 through July 31, 2016.

**RESOLUTION NO. R2015-126**

**A Resolution of the City Council of the City of Pearland, Texas, awarding a contract for Ditch Cleaning Services with Donmar Grading, Inc., in the estimated amount of \$220,000.00 for the period of August 1, 2015 through July 31, 2016.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That competitive bids were obtained for ditch cleaning services.

**Section 2.** That the City Council hereby awards a contract to Donmar Grading, Inc., in the estimated amount of \$220,000.00.

**Section 3.** The City Manager or his designee is hereby authorized to execute a contract for the purchase of ditch cleaning services.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 2015.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

**BID TABULATION****Bid No.**

0615-54 Addendum 1

**Title**

Ditch Cleaning Services

|              |  |     |     | Donmar Grading Inc. |               | Reliant Sand And Construction, Inc. |               |
|--------------|--|-----|-----|---------------------|---------------|-------------------------------------|---------------|
| Line         | Description  | UOM | QTY | Unit                | Extended      | Unit                                | Extended      |
| 1            | Ditch cleaning services in accordance with specifications and bid documents.                   | LF  | 1   | \$2.90              | \$2.90        | \$3.00                              | \$3.00        |
| 2            | Cost to survey and submit plan and profile of proposed ditches to be cleaned, per linear foot. | LF  | 1   | \$0.40              | \$0.40        | \$0.75                              | \$0.75        |
| <b>Total</b> |  |     |     |                     | <b>\$3.30</b> |                                     | <b>\$3.75</b> |

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

|   |                |                                  |                 |
|---|----------------|----------------------------------|-----------------|
| <b>AGENDA OF:</b>   | July 27, 2015  | <b>ITEM NO.:</b>                 | R2015-125       |
| <b>DATE SUBMITTED:</b>  | July 20, 2015  | <b>DEPT. OF ORIGIN:</b>          | Fire Department |
| <b>PREPARED BY:</b>   | Bob Pearce     | <b>PRESENTOR:</b>                | Vance Riley     |
| <b>REVIEWED BY:</b>   | Jon R. Branson | <b>REVIEW DATE:</b>              | July 21, 2015   |
| <b>SUBJECT: Resolution No. R2015-125</b> A Resolution of the City Council of the City of Pearland, Texas, authorizing a contract with The University of Texas Health Science Center at Houston for the services of Richard Bradley, M.D. to be the EMS Medical Director, in the estimated amount of \$58,547.00 for the period of August 1, 2015 through July 21, 2017. |                |                                  |                 |
| <b>EXHIBITS:</b> Resolution #R2015-125<br>Contract<br>Evaluation Scoring  |                |                                  |                 |
| <b>FUNDING:</b>   |                |                                  |                 |
| <input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input type="checkbox"/> Cash<br><input type="checkbox"/> Bonds To Be Sold <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold   |                |                                  |                 |
| <b>EXPENDITURE REQUIRED:</b> \$58,547   |                | <b>AMOUNT BUDGETED:</b> \$58,000 |                 |
| <b>AMOUNT AVAILABLE:</b> \$58,000   |                |                                  |                 |
| <b>ACCOUNT NO.:</b> 010-2315-555-11-13  |                | <b>PROJECT NO.:</b> N/A          |                 |
| <b>ADDITIONAL APPROPRIATION REQUIRED:</b>   |                |                                  |                 |
| <b>ACCOUNT NO.:</b>   |                |                                  |                 |
| <b>PROJECT NO.:</b>   |                |                                  |                 |
| <b>To be completed by Department:</b>   |                |                                  |                 |
| X Finance   |                | X Legal                          |                 |
|   |                | Ordinance                        |                 |
|   |                | X Resolution                     |                 |

**EXECUTIVE SUMMARY**

**BACKGROUND**

The City's EMS Medical Director that has been in position for numerous years decided to retire. The EMS Medical Director provides supervision to the Fire and EMS

Department pursuant to the requirements of Texas Administration Code 22 TAC § 197.3 “Off-Line Medical Director.”

### **SCOPE OF CONTRACT**

Two (2) year agreement with renewal option for one (1) additional year under the same terms and conditions with increases based on the annual rate of change of the Consumer Price Index – All Urban Consumers (CPI-U). Either party may terminate the Contract with or without cause by providing ninety (90) days written notice to the other party.

### **BID AND AWARD**

The City issued RFP 0515-49 for Fire Department EMS Medical Director to solicit proposals from qualified physicians. There were three responses to the request, all of which live and/or work in Pearland. All three candidates were interviewed by a panel, which consisted of 3 members of the Fire Department senior management, and 1 member of the Purchasing Department. Based on the evaluation scores, it was determined that Richard Bradley, M.D. was the most qualified of the three respondents, and is being recommended to fill this contract position.

The EMS Medical Director will establish specific minimum criteria for training, experience and knowledge that each of the PFD personnel employed by and/or volunteering with PFD under the EMS Medical Director’s supervision, is required to meet. The scope of services to be provided by the EMS Medical Director includes the following:

1. The EMS Medical Director will direct an effective system audit and quality assurance program.
  - a. Working with PFD administration, the EMS Medical Director will establish a written protocol for an effective quality assurance program.
  - b. The protocol will establish criteria for compliance with field performance guidelines.
  - c. The protocol will provide specific procedures for monitoring criteria for compliance with field performance guidelines.
  - d. Working with PFD administration, the EMS Medical Director will determine standards and objectives for medically related aspects of operations of the fire department.
    - i. These will include mixed indicators of performance, such as compliance with section 5.3 of NFPA 1710, the NHTSA Emergency Medical Services Performance Measures, and specific evaluation of tracer conditions such that have high and potential for improved outcomes.
    - ii. The EMS Medical Director will ensure that these outcome measures are regularly evaluated and reported to the City. The EMS Medical Director will ensure that trends are evaluated and

tracked and will implement corrective action as necessary to improve outcomes.

- e. The protocol will include a comprehensive mechanism for management of patient care incidents, including patient complaints, allegations of sub-standard care, and deviations from established protocols and patient care standards. It will also establish specific types of incidents that would result in remedial or corrective measures for PFD personnel, in conjunction with local administration, which may include, but are not limited to, counseling, retraining, testing, probation, field preceptorship, and/or suspension from approval to render care for due cause pending review and evaluation.
2. The EMS Medical Director will establish and monitor training guidelines that meet or exceed the minimum standards set forth in the Texas Department of State Health Services EMS certification regulations.
3. The EMS Medical Director will develop, implement, and regularly revise and review EMS Protocols and Standing Delegation Orders governing prehospital care and medical aspects of patient triage, transfer, dispatch, extrication, rescue and radio-telephone-telemetry communication by PFD. Other components of these protocols shall:
  - a. Establish the circumstances under which a patient might not be transported;
  - b. Establish the circumstances under which a patient may be transported against his or her will in accordance with state law, including approval of appropriate procedures, forms, and a review process; and
  - c. Establish criteria for selection of a patient's destination.
4. The EMS Medical Director will serve as the primary liaison between the PFD administration and the local medical community. In order to ascertain and be responsive to the needs of each, he will meet for this purpose at least semi-annually with medical directors from local emergency departments.

### **SCHEDULE**

The EMS Medical Director will average six hours per week at the Fire Department facilities, excluding institutionally approved holidays and vacation periods.

### **CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS**

Funding for these services will come from the General Fund.

### **RECOMMENDED ACTION**

A Resolution of the City Council of the City of Pearland, Texas, authorizing a contract with The University of Texas Health Science Center at Houston for the services of Richard Bradley, M.D. to be the EMS Medical Director, in the estimated amount of \$58,547.00 for the period of August 1, 2015 through July 21, 2017.

**RESOLUTION NO. R2015-125**

**A Resolution of the City Council of the City of Pearland, Texas, authorizing a contract with the University of Texas Health Science Center at Houston for the services of Richard Bradley, M.D. to be the EMS Medical Director, in the estimated amount of \$58,547.00 for the period of August 1, 2015 to July 31, 2016.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That certain contract for EMS Medical Director services, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

**Section 2.** That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest a contract for EMS Medical Director services.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 2015.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

**CONTRACT**  
**BETWEEN**  
**THE CITY OF PEARLAND**  
**AND**  
**THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON**

**I. PARTIES**

This Contract is entered into this twenty-seventh day of July 2015, by and between the City of Pearland (CoP), a municipality organized under the laws of the State of Texas, and The University of Texas Health Science Center at Houston, on behalf of its Department of Emergency Medicine (UTHealth), a state institution of higher education under laws of the State of Texas.

**II. PURPOSE**

This Contract is for the purpose of providing the services of Richard N. Bradley, M.D. (Dr. Bradley) a qualified physician licensed by the Texas Medical Board, to serve as an EMS Medical Director (Director) of CoP's Emergency Medical Services Program (Program), and who will provide medical oversight to the Program located at 2703 Veterans Drive, Pearland, TX 77584-1410.

**III. RESPONSIBILITIES OF THE PARTIES**

UTHealth shall provide Dr. Bradley, as a qualified physician licensed by the Texas Medical Board and credentialed in accordance with the credentialing procedures approved by the CoP's management to serve as Director for a minimum of twenty-four (24) hours per month. Dr. Bradley will perform the required services in accordance with the Texas Administrative Code Chapter 197, "Emergency Medical Service," as set forth in Attachment 1: Scope of Services. In the event that Dr. Bradley is on leave greater than fourteen (14) consecutive days, UTHealth will appoint an interim EMS Medical Director to serve in his absence. UTHealth may name a licensed physician to serve as Associate EMS Medical Director at no additional cost or responsibility of the City. Professional Liability and Malpractice Insurance shall be provided by UT Health in the form of a certificate of self-insurance.

CoP will provide funding in the amount of \$58,547.67 for the first year to satisfy its obligations under this Agreement. Such funds will be paid in twelve (12) equal monthly installments of \$4,878.97. After the first year the rate shall vary proportionally to the annual rate of change of the Consumer Price Index-All Urban Consumers (CPI-U). CoP shall pay UTHealth within thirty (30) days after receipt of UTHealth's monthly invoice.

CoP will provide standard office equipment to include an office phone, computer, office supplies, workspace, and a two-way radio. CoP will provide the Director with full access to its electronic records system for the review of patient care records and quality assurance/quality improvement (QA/QI).

**IV. PERIOD OF AGREEMENT**

This Contract shall commence August 1, 2015 and continue through July 31, 2017, unless terminated sooner. After this period, this Contract shall renew automatically for one (1) year terms under the same terms and conditions, except for annual increases as described above unless amended or terminated according to terms set forth herein. Either party may terminate this Contract, with or without cause, by providing ninety (90) days written notice to the other party. This Contract is subject to the availability of funds. CoP warrants that it currently has funds available to meet its obligations under this Contract and

in the event such funds become unavailable for any reason, CoP shall provide written notice to UTHealth. CoP shall remain obligated to compensate UTHealth for services provided hereunder up to and including the date UTHealth receives notice of CoP's loss of funding.

**V. MISCELLANEOUS PROVISIONS**

1. For the purposes of this Contract and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statement, representation, commitment, or take any action of any kind which shall be binding on the other party, except as may be expressly provided for herein or in writing or in accordance with 22 TAC §197.3.

2. No amendment or modification of this Contract shall be valid unless reduced to writing and signed by both parties.

3. Neither party shall voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under the terms of this Contract without the prior written consent of this other party. Any attempted assignment or transfer by either party of its rights or obligations without such consent shall be void.

4. All notices which are, or may be required to be given by a party to the other party in connection with this Contract, shall be in writing and shall be deemed to have been properly given if and when delivered personally or sent by certified mail, return receipt requested, addressed to the parties to be notified, or at such other place or places as a party may from time to time designate by written notice to the other party.

To CoP:  
City of Pearland  
Purchasing Department  
3519 Liberty Dr.  
Pearland, TX 77581

To UTHealth:  
The University of Texas Health Science Center  
at Houston, Department of Emergency Medicine  
Attn: Janet Sherry  
6431 Fannin St., JIL 446  
Houston, Texas 77030

5. This Contract shall be governed in all respects by the laws of the State of Texas. The invalidity or unenforceability of any terms or conditions hereof shall in no way affect the validity or enforceability of any other terms or condition of this contract.

6. This Contract represents the entire and only agreement between the parties relating to the subject matter contained herein and supersedes any and all discussions, negotiations, and representations of any kind and represents the entire understanding of the parties hereinabove mentioned.

[SIGNATURE PAGE FOLLOWS]

**VI. ACCEPTANCE AND APPROVAL SIGNATURES**

This Contract is hereby acknowledged by the following authorized representative of UTHHealth and CoP:

**THE CITY OF PEARLAND**

**THE UNIVERSITY OF TEXAS  
HEALTH SCIENCE CENTER AT HOUSTON**

By: \_\_\_\_\_

By: T. Kevin Dillon

Printed Name: \_\_\_\_\_

T. Kevin Dillon  
Senior Executive Vice President,  
Chief Operating and Financial Officer

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: 7/21/15

## ATTACHMENT 1

### SCOPE OF SERVICES

1. Dr. Bradley will provide a substantial portion of his professional time to this project to perform the duties outlined in 22 TAC § 197.3 "Off-Line Medical Director." Dr. Bradley will provide 15% of his full-time efforts, which will average 6 hours per week at Pearland Fire Department facilities, excepting standard, institutionally-approved holidays and vacation periods.
2. The Director will establish specific minimum criteria for training, experience and knowledge that each of the PFD personnel employed by and/or volunteering with PFD under the Director's supervision, regardless of the level of state certification or licensure is required to meet. Once the Director has determined that a person has met these minimums, he will issue a Memorandum of Approval to Render Care to each person with a copy to PFD.
3. The Director will direct an effective system audit and quality assurance program.
  - a. Working with PFD administration, The Director will establish a written protocol for an effective quality assurance program.
  - b. The protocol will establish criteria for compliance with field performance guidelines.
  - c. The protocol will provide specific procedures for monitoring criteria for compliance with field performance guidelines.
  - d. Working with PFD administration, he will determine standards and objectives for medically related aspects of operations of the fire department.
    - i. These will include mixed indicators of performance, such as compliance with section 5.3 of NFPA 1710, the NHTSA Emergency Medical Services Performance Measures, and specific evaluation of tracer conditions such that have high and potential for improved outcomes.
    - ii. The Director will ensure that these outcome measures are regularly evaluated and reported to the CoP. The Medical Director will ensure that trends are evaluated and tracked and will implement corrective action as necessary to improve outcomes.
  - e. The protocol will include a comprehensive mechanism for management of patient care incidents, including patient complaints, allegations of substandard care, and deviations from established protocols and patient care standards. It will also establish specific types of incidents that would result in remedial or corrective measures for PFD personnel, in conjunction with local administration, which may include, but are not limited to, counseling, retraining, testing, probation, field preceptorship, and/or suspension from approval to render care for due cause pending review and evaluation.
4. The Director will establish and monitor training guidelines that that meet or exceed the minimum standards set forth in the Texas Department of State Health Services EMS certification regulations.
5. The Director will develop, implement, and regularly revise and review EMS Protocols and Standing Delegation Orders governing prehospital care and medical aspects of patient triage, transfer, dispatch, extrication, rescue and radio-telephone-telemetry communication by PFD. Other components of these protocols shall:

- a. Establish the circumstances under which a patient might not be transported;
  - b. Establish the circumstances under which a patient may be transported against his or her will in accordance with state law, including approval of appropriate procedures, forms, and a review process; and
  - c. Establish criteria for selection of a patient's destination.
6. The Director will serve as the primary liaison between the PFD administration and the local medical community. In order to ascertain and be responsive to the needs of each, he will meet for this purpose at least semi-annually with medical directors from local emergency departments.

**0515-49 RFP for Fire Department Medical Director**

**EVALUATION FACTORS - SCORING AVERAGE**

| Candidate   | Nadim Islam,<br>MD, FACEP           | Richard Bradley,<br>MD, LP, FACEP                   | Shane Jenkes,<br>MD           |
|---|-------------------------------------|---|-------------------------------|
|   | Team Health/<br>Memorial<br>Hermann | The University<br>of Texas Health<br>Science Center | Baylor College<br>of Medicine |
| Experience (max 30 pts.)                                      | 16.67                               | 26.33   | 15.33                         |
| Qualification (max 30 pts.)                                   | 22.08                               | 25.42   | 25.00                         |
| Relevant Experience for Similarly Sized<br>City (max 20 pts.) | 4.00                                | 17.33   | 13.00                         |
| Project Understanding/ General<br>Approach (max 10 pts.)      | 3.00                                | 9.33  | 8.67                          |
| References (max 10 pts.)                                      | 10.00                               | 10.00   | 10.00                         |
| <b>TOTALS</b>   | 11.15                               | 17.68   | 14.40                         |

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

|   |   |   |  |  |  |                                      |                                     |   |  |
|---|---|---|--|--|--|--------------------------------------|-------------------------------------|---|--|
| <b>AGENDA OF:</b> July 27, 2015   | <b>ITEM NO.:</b> Resolution No. R2015-129 |   |  |  |  |                                      |                                     |   |  |
| <b>DATE SUBMITTED:</b> July 17, 2015  | <b>DEPT. OF ORIGIN:</b> Administration    |   |  |  |  |                                      |                                     |   |  |
| <b>PREPARED BY:</b> Trent Epperson  | <b>PRESENTOR:</b> Trent Epperson          |   |  |  |  |                                      |                                     |   |  |
| <b>REVIEWED BY:</b> Trent Epperson  | <b>REVIEW DATE:</b> July 17, 2015         |   |  |  |  |                                      |                                     |   |  |
| <p><b>SUBJECT: A Resolution of the City Council of the City of Pearland supporting Brazoria County’s appointment of the City’s Public Works Director, Eric Wilson, to the Board of Directors of the Gulf Coast Water Authority (“GCWA”).</b></p>  |   |   |  |  |  |                                      |                                     |   |  |
| <p><b>EXHIBITS: R2015-129; A – HB4168; B – Eric Wilson Resume</b></p>   |   |   |  |  |  |                                      |                                     |   |  |
| <p><b>FUNDING:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/> Bonds To Be Sold</td> <td style="text-align: center;"><input type="checkbox"/> Grant</td> <td style="text-align: center;"><input type="checkbox"/> Developer/Other</td> <td style="text-align: center;"><input checked="" type="checkbox"/> Cash</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> Bonds- Sold</td> <td style="text-align: center;"><input type="checkbox"/> L/P – Sold</td> <td style="text-align: center;"><input type="checkbox"/> L/P – To Be Sold</td> <td></td> </tr> </table> |   | <input type="checkbox"/> Bonds To Be Sold | <input type="checkbox"/> Grant           | <input type="checkbox"/> Developer/Other | <input checked="" type="checkbox"/> Cash | <input type="checkbox"/> Bonds- Sold | <input type="checkbox"/> L/P – Sold | <input type="checkbox"/> L/P – To Be Sold |  |
| <input type="checkbox"/> Bonds To Be Sold   | <input type="checkbox"/> Grant            | <input type="checkbox"/> Developer/Other  | <input checked="" type="checkbox"/> Cash |  |  |                                      |                                     |   |  |
| <input type="checkbox"/> Bonds- Sold  | <input type="checkbox"/> L/P – Sold       | <input type="checkbox"/> L/P – To Be Sold |  |  |  |                                      |                                     |   |  |
| <p><b>EXPENDITURE REQUIRED: NA</b></p> <p><b>AMOUNT BUDGETED:</b></p> <p><b>AMOUNT AVAILABLE:</b></p> <p><b>ACCOUNT NO.:</b></p> <p><b>ADDITIONAL APPROPRIATION REQUIRED:</b></p> <p><b>ACCOUNT NO.:</b></p> <p><b>PROJECT NO.:</b></p>   |   |   |  |  |  |                                      |                                     |   |  |
|   |   |   |  |  |  |                                      |                                     |   |  |

**EXECUTIVE SUMMARY**

**BACKGROUND**

One of the results of the 2015 Legislative session was the passage of HB4168, which modified the composition of the Board of Directors of the Gulf Coast Water Authority (GCWA). The board was expanded from seven (7) to ten (10) board members. The board will include five (5) directors appointed by the Galveston County Commissioners Court, two (2) directors appointed

by the Fort Bend County Commissioners Court, and three (3) directors appointed by the Brazoria County Commissioners Court. The legislation increased the representation for Brazoria County from one (1) to two (3) directors. One represents agricultural interests, one represents municipal interests, and one represents industrial interest. A director appointed to represent municipal interest must be a customer of or represent an entity that is a customer of the district.

As the single municipality in Brazoria County that is a GCWA customer, a representative from the City of Pearland is the only option to represent municipal interests for Brazoria County.

The City's Public Works Director, Eric Wilson, previously served on the GCWA Board from December 2010 to February 2014. In addition, he possesses a high level of expertise and knowledge on water issues for Pearland, GCWA, and the state. These attributes make Mr. Wilson the natural choice to represent Brazoria County on the GCWA Board (see attached resume).

County Judge Matt Sebesta has requested a resolution from the City of Pearland supporting the appointment of Mr. Wilson as the Brazoria County representative for municipal interest on the board.

### **SCHEDULE**

The Brazoria County Commissioners court must make the appointments no later than September 1, 2015.

### **POLICY/GOAL CONSIDERATION**

This action supports the Council Strategic Priorities of Sustainable Infrastructure and Safe Community.

### **CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS**

NA

### **RECOMMENDED ACTION**

Staff recommends Council pass a resolution supporting the appointment, by the Brazoria County Commissioners Court, of Eric Wilson to the Board of Directors of the Gulf Coast Water Authority representing municipal interest for Brazoria County.

1 AN ACT

2 relating to the composition of the board of directors and the powers  
3 of the Gulf Coast Water Authority.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

5 SECTION 1. Chapter 712, Acts of the 59th Legislature,  
6 Regular Session, 1965, is amended by adding Section 3A to read as  
7 follows:

8 Sec. 3A. In connection with the acquisition of water, or the  
9 treatment, storage, or transportation of water, the district may  
10 enter into retail service agreements within the Electric  
11 Reliability Council of Texas for the purchase of electricity for  
12 the district's own use and may sell electricity in a sale or resale  
13 only by way of a registered power marketer or power generation  
14 company in accordance with applicable public utility commission  
15 rules and requirements of the Electric Reliability Council of  
16 Texas. An agreement entered into under this section may provide for  
17 a term of years and include provisions that the Board of Directors  
18 determines are in the best interest of the district, including  
19 provisions for the posting of collateral or payment of an early  
20 termination amount in the event of early termination.

21 SECTION 2. Sections 5 and 5(a), Chapter 712, Acts of the  
22 59th Legislature, Regular Session, 1965, are amended to read as  
23 follows:

24 Sec. 5. The management and control of the District is hereby

1 vested in a Board of 10 [~~nine~~] directors. [~~The seven directors~~  
2 ~~appointed by the Commissioners Court of Galveston County shall~~  
3 ~~represent the geographic and ethnic diversity of the county.]~~  
4 Vacancies on the Board of Directors, whether by death, resignation  
5 or termination of the term of office, shall be filled by appointment  
6 by the commissioners court that appointed the director. All terms  
7 of office shall be for a period of two (2) years. Terms shall be  
8 staggered. [~~Three (3) of the members appointed by the Commissioners~~  
9 ~~Court of Galveston County shall be registered professional~~  
10 ~~engineers under the laws of Texas.]~~

11       Sec. 5(a). The directors of the district shall be appointed  
12 as follows:

13               (1) five directors appointed by the Galveston County  
14 Commissioners Court, one of whom represents municipal interests,  
15 two of whom represent industrial interests, and two of whom  
16 represent the county at large;

17               (2) two directors appointed by the Fort Bend County  
18 Commissioners Court, one of whom represents municipal interests,  
19 and one of whom represents the county at large; and

20               (3) three directors appointed by the Brazoria County  
21 Commissioners Court, one of whom represents agricultural  
22 interests, one of whom represents municipal interests, and one of  
23 whom represents industrial interests. [~~One (1) director of the~~

24 ~~District shall be appointed by the Commissioners Court of Galveston~~  
25 ~~County upon the recommendation of the City Council of the City of~~  
26 ~~Galveston. Six of the remaining directors shall be appointed by the~~  
27 ~~Commissioners Court of Galveston County with two directors~~

1 ~~appointed at-large and the remaining four of those directors~~  
2 ~~appointed on the written recommendation of advisory committees~~  
3 ~~appointed by the Board of Directors of the Gulf Coast Water~~  
4 ~~Authority. Two of those directors shall be recommended by the~~  
5 ~~Mainland Municipal Advisory Committee and two of those directors~~  
6 ~~shall be recommended by the Industrial Advisory Committee. The~~  
7 ~~Commissioners Court of Galveston County is entitled to accept or~~  
8 ~~reject the recommendations made to the court by the advisory~~  
9 ~~committees. If a recommendation made by an advisory committee is~~  
10 ~~rejected, the advisory committee shall submit additional~~  
11 ~~recommendations to the court.~~

12 ~~[The Industrial Advisory Committee is composed of one~~  
13 ~~representative of each industrial customer of the Gulf Coast Water~~  
14 ~~Authority. The Mainland Municipal Advisory Committee is composed~~  
15 ~~of one representative of each municipal or water district customer~~  
16 ~~of the Gulf Coast Water Authority that contracts for not less than 2~~  
17 ~~million gallons of water a day. The names of the representatives of~~  
18 ~~each of the committees shall be submitted to the Board of Directors~~  
19 ~~of the Gulf Coast Water Authority by the respective industrial and~~  
20 ~~municipal or water district customers. The directors of the Gulf~~  
21 ~~Coast Water Authority shall submit the names of the advisory~~  
22 ~~committee members to the Commissioners Court of Galveston County,~~  
23 ~~which shall record the names in the minutes of the court.~~

24 ~~[One director shall be appointed by the Commissioners Court~~  
25 ~~of Fort Bend County to represent District customers in that county.~~  
26 ~~The director must be recommended by one or more of those customers~~  
27 ~~and reside in that county.~~

1           ~~[One director shall be appointed by the Commissioners Court~~  
2 ~~of Brazoria County to represent District customers in that county.~~  
3 ~~The director must be recommended by one or more of those customers~~  
4 ~~and reside in that county.]~~

5           SECTION 3. Chapter 712, Acts of the 59th Legislature,  
6 Regular Session, 1965, is amended by adding Section 5(b) to read as  
7 follows:

8           Sec. 5(b). A director appointed under Section 5(a) to  
9 represent municipal or industrial interests must be a customer of  
10 or represent an entity that is a customer of the district.

11           SECTION 4. (a) The terms of the members of the board of  
12 directors of the Gulf Coast Water Authority serving on the  
13 effective date of this Act expire September 1, 2015.

14           (b) Not later than September 1, 2015, the entities described  
15 by Section 5(a), Chapter 712, Acts of the 59th Legislature, Regular  
16 Session, 1965, as amended by this Act, shall make the appointments  
17 required by that section.

18           (c) The members of the board appointed under Subsection (b)  
19 of this section shall draw lots to determine which four board  
20 members shall serve a one-year term and which five members shall  
21 serve a two-year term.

22           SECTION 5. (a) The legal notice of the intention to  
23 introduce this Act, setting forth the general substance of this  
24 Act, has been published as provided by law, and the notice and a  
25 copy of this Act have been furnished to all persons, agencies,  
26 officials, or entities to which they are required to be furnished  
27 under Section 59, Article XVI, Texas Constitution, and Chapter 313,

1 Government Code.

2 (b) The governor, one of the required recipients, has  
3 submitted the notice and Act to the Texas Commission on  
4 Environmental Quality.

5 (c) The Texas Commission on Environmental Quality has filed  
6 its recommendations relating to this Act with the governor, the  
7 lieutenant governor, and the speaker of the house of  
8 representatives within the required time.

9 (d) All requirements of the constitution and laws of this  
10 state and the rules and procedures of the legislature with respect  
11 to the notice, introduction, and passage of this Act are fulfilled  
12 and accomplished.

13 SECTION 6. This Act takes effect immediately if it receives  
14 a vote of two-thirds of all the members elected to each house, as  
15 provided by Section 39, Article III, Texas Constitution. If this  
16 Act does not receive the vote necessary for immediate effect, this  
17 Act takes effect September 1, 2015.

---

President of the Senate

---

Speaker of the House

I certify that H.B. No. 4168 was passed by the House on May 5, 2015, by the following vote: Yeas 80, Nays 8, 49 present, not voting; and that the House concurred in Senate amendments to H.B. No. 4168 on May 29, 2015, by the following vote: Yeas 112, Nays 30, 4 present, not voting.

---

Chief Clerk of the House

I certify that H.B. No. 4168 was passed by the Senate, with amendments, on May 27, 2015, by the following vote: Yeas 30, Nays 1.

---

Secretary of the Senate

APPROVED: \_\_\_\_\_

Date

---

Governor

# Eric Wilson

Public Works Director City of Pearland Texas

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## Experience

### **Director Of Public Works at City of Pearland, Texas**

June 2013 - Present (2 years 1 month)

### **Assistant City Manager at City of Galveston Texas**

October 2011 - April 2013 (1 year 7 months)

Responsible for: Public Works, Municipal Utilities, Engineering, Construction Services, Sanitation, Capital Improvement Program, CDBG-DR Hurricane Recovery Program (non-housing), FEMA Hurricane Recovery, Airport

### **Managing Director of Municipal Utilities at City of Galveston**

July 2010 - October 2011 (1 year 4 months)

### **Director of Municipal Utilities at City of Galveston, Texas**

October 2007 - July 2010 (2 years 10 months)

### **Assistant Director of Municipal Utilities at City of Galveston, Texas**

October 2006 - September 2007 (1 year)

### **Utility Program Manager at City of Galveston, Texas**

March 2003 - September 2006 (3 years 7 months)

### **Utilities Superintendent at City of Alvin Texas**

September 1998 - March 2003 (4 years 7 months)

### **Assistant Chief Operator at City of Bellaire Texas**

April 1994 - September 1998 (4 years 6 months)

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## Skills & Expertise

**TCEQ "A" Water Certification**

**TCEQ "A" Wastewater Certification**

**Government**

**Community Development**

**Policy**

**Municipalities**

**Public Policy**

**Water**

**Wastewater**

**Policy Analysis**  
**Emergency Management**  
**Public Administration**  
**Local Government**  
**NIMS Certification 100,200,700,800**  
**Public Works**  
**GIS**  
**Homeland Security**  
**NIMS**  
**Disaster Response**  
**Public Safety**  
**Grants**  
**Preparedness**  
**Contingency Planning**  
**Crisis Management**  
**Supervisory Skills**  
**Emergency Services**  
**Water Resources**  
**Incident Command**  
**Water Treatment**

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## Education

### **University of Houston-Clear Lake**

BS, Environmental Management, 2000 - 2005

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## Interests

Family, Sustainable Public Infrastructure, General Aviation, Golf, Travel

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## Organizations

### **Gulf Coast Water Authority**

Secretary/Treasurer (December 2010), Vice President (November 2012)

December 2010 to February 2014

### **Underground Construction Technology Association**

Board Member, Vice President, Scholarship Committee Chairman

May 2007 to March 2010

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# Eric Wilson

Public Works Director City of Pearland Texas

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[Contact Eric on LinkedIn](#)

**RESOLUTION NO. R2015-129**

**A Resolution of the City Council of the City of Pearland supporting Brazoria County's appointment of the City's Public Works Director, Eric Wilson, to the Board of Directors of the Gulf Coast Water Authority ("GCWA").**

**Whereas**, the 2015 Texas Legislature passed HB 4168 which expanded the composition of the Board of Directors of the GCWA from seven (7) to ten (10) members; and

**Whereas**, HB 4168 also increased the representation for Brazoria County from one (1) to three (3) members; and

**Whereas**, each one of the Brazoria County appointees is responsible for representing either the municipal, agricultural or industrial interests in the County; and

**Whereas**, Pearland is the only municipality in Brazoria County that is a customer of the GCWA; and

**Whereas**, Eric Wilson previously served on the Board of Directors of the GCWA from 2010 until 2014, and he possesses a high level of expertise and knowledge of water related issues associated with Pearland, GCWA and the State of Texas.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That the City Council of the City of Pearland hereby supports the appointment of the City's Public Works Director, Eric Wilson, to the Board of Directors of the GCWA.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2015.

\_\_\_\_\_  
TOM REID  
MAYOR

**RESOLUTION NO. R2015-129**

ATTEST:

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YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

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DARRIN M. COKER  
CITY ATTORNEY

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

|   |  |
|---|--|
| <b>AGENDA OF:</b> 7-27-2015   | <b>ITEM NO.:</b> Consent Agenda                        |
| <b>DATE SUBMITTED:</b> 7-21-2015  | <b>DEPARTMENT OF ORIGIN:</b> City Secretary            |
| <b>PREPARED BY:</b> Young Lorfing   | <b>PRESENTOR:</b> Mayor Reid                           |
| <b>REVIEWED BY:</b> Jon R. Branson  | <b>REVIEW DATE:</b> July 21, 2015                      |
| <b>SUBJECT:</b> Regarding the appointment of Michael Wilson to serve on the Parks, Recreation and Beautification Board in Position No. 6 for an unexpired term expiring November 1, 2017. |  |
| <b>EXHIBITS:</b> Application for Michael Wilson   |  |
| <b>EXPENDITURE REQUIRED:</b> N/A<br><b>AMOUNT AVAILABLE:</b> N/A<br><b>ACCOUNT NO.:</b> N/A   | <b>AMOUNT BUDGETED:</b> N/A<br><b>PROJECT NO.:</b> N/A |
| <b>ADDITIONAL APPROPRIATION REQUIRED:</b> N/A<br><b>ACCOUNT NO.:</b> N/A<br><b>PROJECT NO.:</b> N/A   |  |
| <b>To be completed by Department:</b><br><input type="checkbox"/> Finance <input type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution           |  |

**EXECUTIVE SUMMARY**

There is currently one vacancy on the Parks Board Position No. 6 to fill an unexpired term expiring November 1, 2017. The Boards and Commissions Committee reviewed several applications and is recommending Michael Wilson to serve in Position No. 6.

**RECOMMENDED ACTION**

Council's appointment of Mr. Wilson to serve in Position No. 6 on the Parks, Recreation and Beautification Board.

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JUL 08 2015

CITY OF PEARLAND  
CITY SECRETARY'S OFFICE



CITY OF PEARLAND  
BOARDS AND COMMISSIONS  
APPLICATION AND INFORMATION STATEMENT

NOTE: As an applicant for a City Board or Commission your name, address, and telephone number will be available under the provisions of the Public Information Act. All other information will remain confidential. Applications remain on file in the office of the City Secretary for a period of one year.

PLEASE TYPE OR PRINT CLEARLY

Date: July 7th, 2015

Name: Michael Wilson Telephone: 713-585-5068 (H)

Address: 2619 Rose Bay Dr. Zip 77584 832-781-0171 (W)

Subdivision: Shadow Creek Ranch E-mail: mike@enovox.com

Occupation: IT Consultant

(If retired please indicate former occupation or profession.)

Business Address: 2440 Texas Parkway Ste. 217 Missouri City, TX 77489

Resident of City for 8 years. Qualified Elector: (Yes) (No)

Personal References:

Name: Donald Jefferson Address: 2205 Nemes Lane Pearland, TX 77581

Telephone: 832-752-3076

Name: Cliff Kyle Address: 5203 Champlain Bend St. Houston, TX 77056

Telephone: 281-553-7226

**All applicants complete Pages (3) through (5) of the attached "Additional Information Statements" For the Planning and Zoning Page (6) is required.**

Board/Commission Preference 1: Pearland Parks, Recreation and Beautification Board

Board/Commission Preference 2:

BOARDS AND COMMISSIONS OF THE CITY OF PEARLAND:

**ALL BOARDS AND COMMISSIONS MUST HAVE A RESUME ATTACHED**

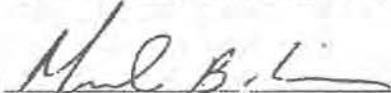
- Animal Shelter Advisory Committee – 3-year term  
Time Commitment: Meets once a quarter on the 3<sup>rd</sup> Wednesday for approximately 2-3 hours.
- Building Code Board of Adjustments and Appeals – 5-year term and 2-year term for alternates  
Time Commitment: Meets as needed for approximately 1-3 hours
- Electrical Board – 2-year term  
Time Commitment: Meets as needed for approximately 1-3 hours.
- Convention and Visitors Bureau Advisory Board – 3-year term.  
Time Commitment: once a quarter on the 1<sup>st</sup> or 2<sup>nd</sup> Tuesday for approximately 1-2 hours
- Gas and Plumbing Code Board of Adjustments and Appeals – 5-year term and for alternates  
Time Commitment: Meets as needed for approximately 1-3 hours
- Library Board – 3-year term  
Time Commitment: Meets once a quarter on Thursdays for approximately 1-2 hours.

CITY OF PEARLAND BOARDS AND COMMISSIONS  
APPLICATION AND INFORMATION STATEMENT

- Pearland Parks, Recreation and Beautification Board – 3-year term  
**Time Commitment:** Meets the first Wednesday morning at 8:30 a.m. of each month for approximately 1-2 hours.
- Civil Service Commission – 3-year term  
**Time Commitment:** Meets at least once a year and then as needed for approximately 1-2 hours.
- Development Authority of Pearland (DAP) 2-year term  
**Time Commitment:** Meets as needed about 4 times a year for approximately 1-2 hours.
- Pearland Economic Development Corporation Board of Directors – 2-year term  
**Time Commitment:** Meets the 4<sup>th</sup> or 5<sup>th</sup> Thursday of each month for approximately 2-3 hours
- Planning and Zoning Commission – 3 year term *(All applicants for the Planning and Zoning Commission must be residents of Pearland and own real property within the City.)*  
**Time Commitment:** Meets the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month approximately 3-5 hours
- Tax Increment Reinvestment Zone (TIRZ) No. 2 – 2-year term  
**Time Commitment:** Meets as needed about 4 times a year for approximately 1-2 hours.
- Zoning Board of Adjustments – 2-year term  
**Time Commitment:** Meets the 1<sup>st</sup> Thursday of each month for approximately 1 hour

*I hereby certify that all statements made on this application and other supplementary information are true and correct. I acknowledge that any false statement or misrepresentation on this application or supplementary information will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment.*

Signature of Applicant



Date

July 7<sup>th</sup>, 2015

Your application is not complete until you have the **"Information Statement"** has been completed and the application has been signed.

Thank you for taking the time to complete the application and information statement. The information will be helpful to the members of City Council in making appointments.

Please return this form with and Information Statement to:

City of Pearland  
Attention: City Secretary  
3519 Liberty Drive  
Pearland, Texas 77581  
(281) 652-1653 Voice  
(281) 652-1719 Fax or  
Email: citysecretary@ci.pearland.tx.us

**All applicants complete Pages (3-5).**

**For the Planning and Zoning Commission complete the attached questionnaire and have it notarized. (Page 6)**

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**QUALIFICATIONS FOR APPOINTMENT**

The City of Pearland has certain qualifications that must be met by all members of city boards and commissions. In addition to any specific qualifications for service on a particular board, a board member must:

- ✓ Be a resident of Pearland prior to the date of appointment.
- ✓ Be a qualified City of Pearland voter at the time of appointment.
- ✓ Have a creditable record of attendance and participating performance.
- ✓ Maintain an open mind to all issues under consideration.
- ✓ Have the ability to listen, learn and discuss issues.
- ✓ Have the ability to make decisions based on information gathered and discussed and for the betterment of the city as seen through the City of Pearland Core Beliefs, Unified Development Code and Comprehensive Plan.
- ✓ Have the ability to see and understand the city long-term objectives and short-term benefits.

**PLEASE TYPE OR PRINT CLEARLY**

**Applicant Name:** Michael Wilson **Date:** July 7th, 2015

1. Have you ever been a member of a Pearland board or commission? If so, please indicate the board or commission and approximate date of service.

No

2. List the name of the Pearland Board/Commission Meetings you have attended and the number of times you attended.

City Council Meetings - 4 times

3. Have you ever been convicted of a crime, other than minor traffic violations?

CITY OF PEARLAND BOARDS AND COMMISSIONS  
APPLICATION AND INFORMATION STATEMENT

No

4. What is your educational background?

I graduated with a Bachelors of Science in Computer Engineering Technology  
from Prairie View A & M University.

5. What is your current place of employment or business affiliation? If you are self-employed, a homemaker, or not employed, please indicate. Describe briefly the nature of your current employment, include employer name or entity under which you are conducting business, and position and/or title.

I am currently Managing Partner of Enovox Technical Group, an IT consulting  
firm.

6. Do you or your spouse, either individually or through your employers, have any financial interest, directly or indirectly, in any contract or subcontract with the city or in the sale to the city of, materials, supplies or services? If so, please list below:

No

7. What civic or community endeavors have you been involved in? Please list name of organization, position held, date of service and whether your service was provided on a compensated or voluntary basis.

I am member of Second Baptist Church. Also, I am a member of a non profit  
organization, Omega Phi Psi Fraternity, Inc., which is a non profit community  
service organization.

8. What experience do you have that qualifies you for service on boards/commissions?

In my past leadership roles for non-profit organizations, the ability to  
listen to the organizations members as well as current board members has been  
proven to make effective decisions that positively affect the organization(s).

8. Please indicate how much time you believe you would be able to commit to a board or commission caseload and review of caseload documentation

I cannot quantify the amount of time, but express how much commitment. I believe it  
goes beyond attending the monthly meetings. I believe it's also attending related  
events, providing timely feedback and staying abreast of the subject at hand.

9. What are your opinions of current and future growth in the City of Pearland?

CITY OF PEARLAND BOARDS AND COMMISSIONS  
APPLICATION AND INFORMATION STATEMENT

The City of Pearland is a rapidly growing family centric city and I believe  
the growth will continue to be very beneficial to both the City and our neighbors  
in the Community.

CITY SECRETARY'S OFFICE  
CITY OF PEARLAND  
3519 LIBERTY DRIVE  
PEARLAND, TX 77581  
281-652-1653  
FAX: 281-652-1719

=====  
**For Office Use Only**

Date received: 7-8-15

Date scanned: 7-8-15

Date reviewed: \_\_\_\_\_

Date interviewed: \_\_\_\_\_  
=====

**RECEIVED**

JUL 08 2015

CITY OF PEARLAND  
CITY SECRETARY'S OFFICE

# Michael B. Wilson

2619 Rose Bay Dr. • Pearland, TX 77584 • mike@enovox.com (713) 585-5068

Distinguished IT professional with an extensive knowledge of IP telephony. Demonstrated proactive management style by leading successful teams in designing, implementing, optimizing and troubleshooting complex voice and data networks. Strong proven ability to manage large scale projects resulting in continued organizational revenue growth. Well-organized results driven individual with a natural ability to lead and motivate individuals to amplify organizational goals. Effective communicator with a passion for building lasting relationships.

## Qualification Highlights

- Information Technology
- Project Management
- Vendor Management
- Program Management
- CCNA/CCNA-Voice
- Quality Assurance
- Regression Testing
- Team Building
- Documentation
- IP Video
- Process Improvement
- Evolution Planning
- VoIP
- IP call flows
- Remote Support

## Professional Experience

### 2011-Present Enovox Technical Group

#### *Managing Director*

Houston, TX

- Telecommunication Consultant
- Design and deploy revenue generated networks
- 3<sup>rd</sup> party interoperability
- Outsourced telecommunication support

### 2011-2012 Royal Engineers and Consultants

#### *Director of IT*

Houston, TX

- Deployed the current Royal infrastructure to a cloud based solution
- Manage IT process and procedures that ease day to day tasks
- Created a Disaster Recovery Strategy to avoid unnecessary downtime
- Continue to ensure operational productivity for Royal as majority of the users are working at remote locations.
- Work with the current C-level executives on capital planning and management on all aspects of IT
- Responsible for technology assessment and the future direction of the company
- Knowledgeable of existing and new business technologies

### 2006-2011 PAETEC/Windstream Communications

#### *Senior Network Engineer*

The Woodlands, TX

- Design end-to-end VOIP networks from the network infrastructure to endpoints
- Project manager for the certification and implementation of IP PBXs in the PAETEC network through the interoperability program
- Proactively and systematically manage vendor compliance to ensure that quality services are delivered on time and within budget
- Interface with vendors, perform technical material research, and utilize extensive network system engineering knowledge
- Manage team of junior engineers to meet aggressive deadlines across multiple projects
- Supervise and train in all areas of testing to ensure test plans and test cases are executed properly and test reports are generated
- Perform system quality testing by executing networking test scenarios
- Manage the group of Subject Matter Experts on complex customer issues
- Provision, deploy and implement Acme Packet Session Border Controllers
- Indulged in the configuration, deployment and support of CPE equipment such as Cisco and Adtran IADs, IP PBXs, IP phones and IP soft clients
- Develop and oversee training for new network configurations and implementations
- Knowledgeable of implementation and hands-on configuration with the BroadSoft platform

**2005-2006 Sprint/Embarq Communications**

**Process Re-Engineering Specialist**

**Overland Park, KS**

- Analyzed internal organizations current processes to determine where the "LEAN" approach is applicable.
- Developed plans for internal organizations to reduce "waste" and improve "go to market" deliverables
- Provided technical and professional leadership by developing, planning and implementing more efficient processes to achieve the internal organizations company goals
- Created job aides for cross functional teams

**Network Engineer I**

**Westwood, KS**

- Provided engineering services and performed project management functions required to develop and implement small to large complex network plans that support Sprint LTD High-Speed (HSD) initiative
- Administered supplier and vendors, ensuring the quality delivery of goods and services within the established budget
- Developed work orders and/or cost estimates and issue equipment orders based on equipment requirements, project schedules, site conditions and standards
- Communicated and coordinated with multiple vendors to ensure vendor compliance management
- Evaluated reports and studies to assist in the identification and resolution of problem areas

**2000-2005 Sprint Communications**

**Network Design Engineer I**

**Gardner, KS**

- Organized factual reports to manage network performance and to determine exhaust projection and provide the data to the network planning group for inclusion of annual activities
- Coordinated augments with connecting companies for augments of that company's network
- Originated orders to provision telecom equipment in a timely, cost effective manner that established plans, policies, and standards to meet customer demands
- Utilized a Sprint issued system to manage, monitor and develop codes that operate in all Sprint serving areas

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**Education/Certification**

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Prairie View A & M University

Prairie View, TX

- B.S., Computer Engineering Technology
- December 2000

Cisco Networks

- Cisco Certified Network Associate (CCNA)
- Cisco Certified Network Associate Voice (CCNA-Voice)

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**Technical Expertise**

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**Signal Protocols:** SIP, H.323, ISDN/PRI, CAS

**Soft-Switches:** Broadwork's Broadsoft

**TDM Switches:** DMS Family; Lucent 5ESS

**Gateways:** Lucent LGP/LCS, Genband G9

**SIP phones:** Polycom, SNOM, Cisco, Linksys, Allworx, Sipura, Aastra

**IP PBXs:** Any Asterisk Based System, Cisco CUCME, Cisco CUCM, Cisco UC500, Avaya IP Office, Avaya Communication Manager, Allworx, Nortel CS1k, Mitel, ShoreTel, NEC, Nortel, Interactive Intelligence

**Routers:** Adtran, Cisco, Juniper

**Switches:** Cisco, Adtran, Foundry

**Session Border Controllers:** Acme Packet; InGate; Cisco CUBE

**IP Networking:** LAN/WAN connectivity, QoS, VRF, VRRP

**Network Protocols:** BGP, RIP, OSPF, IGRP, EIGRP, DHCP, DNS, FTP

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CONFIDENTIAL

References Available Upon Request

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

|  |                                     |   |                           |
|--|-------------------------------------|---|---------------------------|
| <b>AGENDA OF:</b>                                      | July 27, 2015                       | <b>ITEM NO.:</b>                          | New Business No. 1        |
| <b>DATE SUBMITTED:</b>                                 | July 16, 2015                       | <b>DEPT. OF ORIGIN:</b>                   | Communications            |
| <b>PREPARED BY:</b>                                    | Sparkle Anderson                    | <b>PRESENTOR:</b>                         | Citizen Survey Task Force |
| <b>REVIEWED BY:</b>                                    | Jon R. Branson                      | <b>REVIEW DATE:</b>                       | July 16, 2015             |
| <b>SUBJECT:</b> Citizen Survey Task Force Presentation |                                     |   |                           |
| <b>EXHIBITS:</b><br>1. Presentation                    |                                     |   |                           |
| <b>FUNDING:</b>  |                                     |   |                           |
| <input type="checkbox"/> Bonds To Be Sold              | <input type="checkbox"/> Grant      | <input type="checkbox"/> Developer/Other  | Cash                      |
| <input type="checkbox"/> Bonds- Sold                   | <input type="checkbox"/> L/P – Sold | <input type="checkbox"/> L/P – To Be Sold |                           |
| <b>EXPENDITURE REQUIRED:</b> N/A                       |                                     | <b>AMOUNT BUDGETED:</b>                   |                           |
| <b>AMOUNT AVAILABLE:</b>                               |                                     | <b>PROJECT NO.:</b> N/A                   |                           |
| <b>ACCOUNT NO.:</b>                                    |                                     |   |                           |
| <b>ADDITIONAL APPROPRIATION REQUIRED:</b> N/A          |                                     |   |                           |
| <b>ACCOUNT NO.:</b>                                    |                                     |   |                           |
| <b>PROJECT NO.:</b>                                    |                                     |   |                           |
| <b>To be completed by Department:</b>                  |                                     |   |                           |
| Finance  | Legal                               | Ordinance                                 | Resolution                |

**EXECUTIVE SUMMARY**

Citizen perception surveys are a valuable tool in gauging general citizen outlook on community and City quality of life, services, and needs. Survey results, equivalent to market research as a tried and true business practice, provide ‘eyes and ears’ towards our diverse contacts, especially with views that are widely held, but not necessarily expressed in our traditional channels at public meetings and such. The City of Pearland entered into an agreement with National Research Center, Inc. (NRC), a leading research and evaluation firm focusing on the information requirements of the public sector and local governments, to administer the City of Pearland biennial Citizen Survey. NRC staff began the survey process in late December and completed conducting the scientific survey in early February. The results were presented to the City Council in March.

In an effort to leverage the results, and gain valuable insight into how City staff can improve services provided to the community, a Citizen Survey Task Force was formed. By bringing in a diverse group of employees to analyze the survey results, the City can then leverage that expertise to analyze results and innovate new and creative approaches to build on our

strengths and address our weaknesses. The Task Force served as a way to empower employees to take ownership of Survey results and chart a path toward continuous improvement.

Not only does the City benefit from the insights of participating employees but the employees themselves were afforded a unique and valuable opportunity by gaining inter-departmental experience and exposure to Administration and Senior Staff.

The mission of the group was to analyze the results of and guide the use of the Biennial Citizen Survey.

### **Objectives**

#### **1. Review the survey results.**

- a. What do they mean for staff?
- b. What are the areas that we want to improve upon?
- c. What do we want to learn from this survey?

#### **2. Determine next steps**

- a. What can we do with the data?
- b. What are tangible actions we can take to improve results?

#### **3. Be advocates on behalf of the Survey**

- a. How can we raise awareness?
- b. What can Work Group members do to spread the word?

#### **4. Analyze/present the results**

- a. What are the results telling us?
- b. What can we do to move the needle?
- c. What initiatives should be undertaken to address concerns or leverage strengths?
- d. How can the organization change to better meet the needs of citizens?

### **RECOMMENDED ACTION**

City Council to hear recommendations from the Citizen Survey Task Force.



RESPONSIVE | RESULTS-ORIENTED | TRUST-BUILDERS | ACCOUNTABLE

**City of Pearland  
Citizen Survey Task  
Force Recommendations  
Presentation  
July 27, 2015**

# Background



- National Research Center, Inc. biennial Citizen Survey conducted Dec. 2014 through Feb. 2015
- City Council was presented the results in March 2015



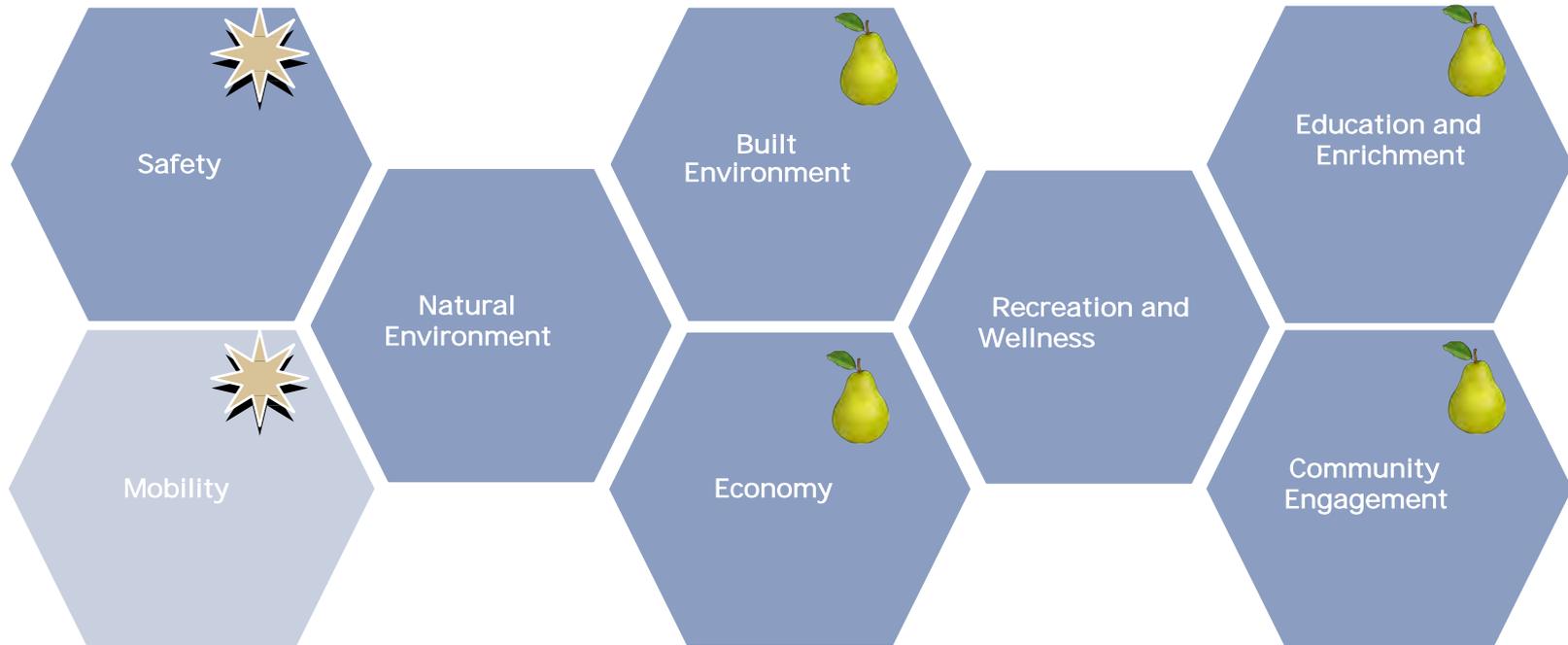
# Key Focus Areas



## Legend

- Higher than national benchmark
- Similar to national benchmark
- Lower than national benchmark

★ Most important



# Who is the Task Force?



- Survey Task Force is a diverse group of employees from different departments throughout the City.

Andrew Jasso

Belinda Cowan

Zenaida Davis-Wood

Jennifer Lee

Lata Krishnarao

Tyler Froberg

Tracy Rohrbacher

Andrea Brinkley

Arnae Fulton-Draughon

Bo Hahn

Michael Leech

Lindsey Taylor

Sparkle Anderson

- Staff members reviewed the results entirely, including the various demographic and geographic break-outs.

# Task Force Mission



- To analyze the Biennial Citizen Survey Results and provide recommendations to increase the percentage results of respondents rating aspects as excellent or at least good on the next survey in 2017
- Emphasis was placed on “moving the needle” on survey results below the national benchmark

# Task Force Timeline



- March 30 – Task Force recruitment began and mission/objectives created.
- 5 meetings from April 23 to June 1.



Briefing/discussion with NRC to better understand the survey and learn action ideas.



In-depth analysis of results, including demographic and geographic break-outs.

# Recommendation #1



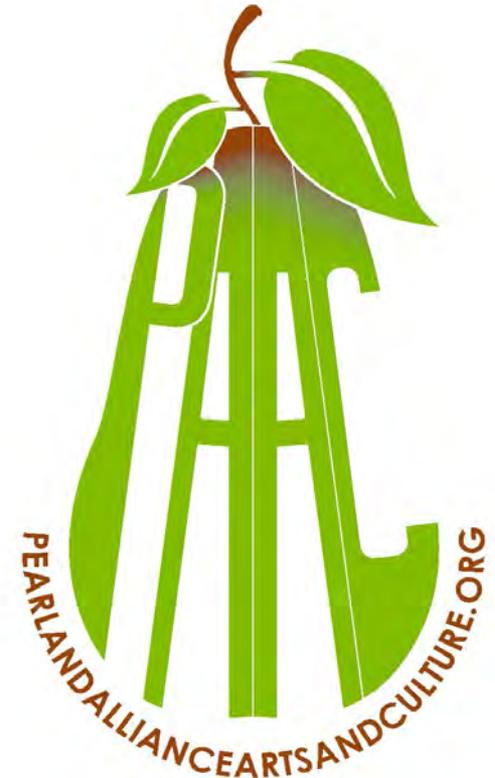
- Bring additional attraction-based businesses and entertainment to Pearland
  - Key Focus Area: ECONOMY
    - Place to visit (47%)
    - Public spaces (56%)
    - Cultural/arts/music (28%)



# Strategy



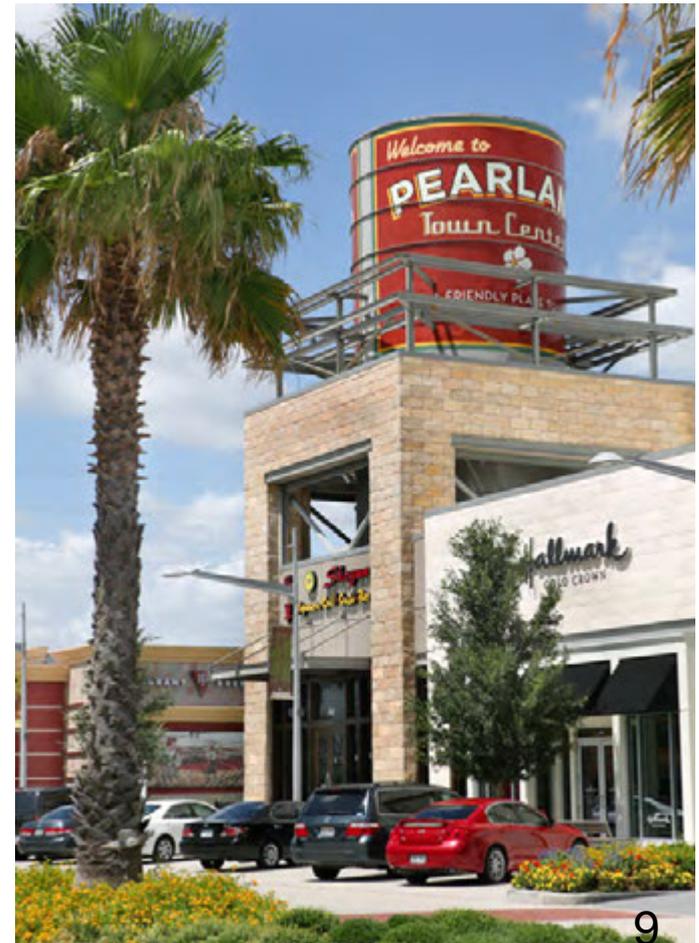
1. Cultural Plan: support PAA&C develop a blueprint to assess needs and prioritize



# Strategy



2. Research successful attraction-based businesses that are unique to Pearland
3. Recruit new attraction-based businesses using strategy two



# Strategy



4. Pursue alcohol ordinance policy change to add entertainment options and increase sales tax revenue
5. Continuance of the Pear Art Sculpture Project



# Recommendation #2



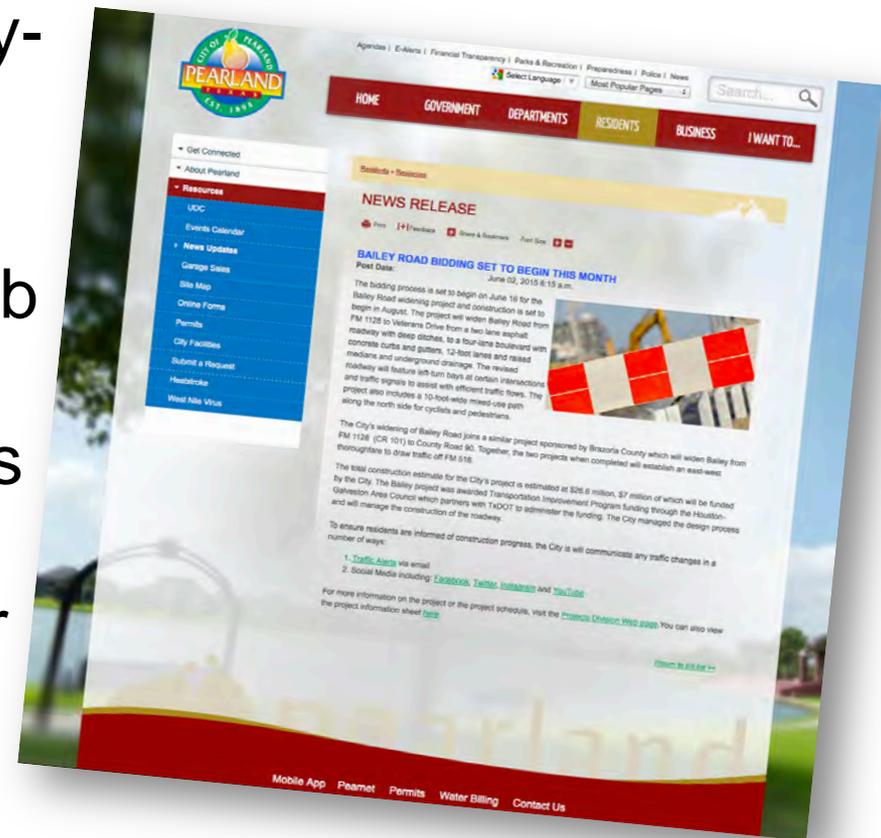
- Improve traffic flow and other mobility issues
  - Key Focus Area: MOBILITY
    - Travel by car (43%)
    - Traffic flow (24%)
    - Overall ease of travel (56%)
    - Traffic signal timing (39%)



# Strategy



1. Establish/partner with local agency on city-initiated, city-wide ride sharing system
2. Increase visits to City's Web site, pearlandtx.gov, containing marketing efforts regarding ongoing future mobility initiatives for better public awareness and appreciation



# Strategy



3. Meet mobility-related completion milestones in Capital Improvement Program
4. Improve corridor mobility in high-use intersections



# Recommendation #3



- Increase participation at libraries and other City-sponsored events
  - Key Focus Area: EDUCATION & ENRICHMENT
    - Attended a City-sponsored event (39%)
    - Special Events (55%)



# Strategy



1. Contact Brazoria County Library Director to create a marketing partnership to promote existing library programs
2. Create a participation analysis plan to determine demographic representation at public-library and at City-sponsored events



# Strategy



3. Increase attendance at city-sponsored events using more specific, targeted strategies identified after participation analysis has concluded
4. Develop literacy mentoring partnership



# Recommendation #4



- Increase citizen engagement and volunteerism in Pearland
  - Key Focus Area: **COMMUNITY ENGAGEMENT**
    - Volunteered (33%)



# Strategy



1. Analysis of current volunteer opportunities (look at need for City-wide coordinator, recruitment, and retention methods)
2. Collaborate with a community partner and/or create a Citizens University/Pearland 101



# Q & A

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

|   |  |
|---|--|
| <b>AGENDA OF: 7/27/2015</b>   | <b>ITEM NO.:</b> Ordinance No. 1506-3                  |
| <b>DATE SUBMITTED: 7/17/2015</b>  | <b>DEPARTMENT OF ORIGIN:</b> Finance                   |
| <b>PREPARED BY:</b> Claire Bogard   | <b>PRESENTOR:</b> Claire Bogard                        |
| <b>REVIEWED BY:</b> Jon R. Branson  | <b>REVIEW DATE:</b> July 21, 2015                      |
| <b>SUBJECT:</b> Ordinance 1506-3 – Second Reading of Ordinance 1506-3, An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance 1506-2, the 2014-2015 Annual Budget Ordinance; authorizing the City Manager or his designee to take all action necessary to facilitate the changes identified herein, providing a savings clause, a severability clause, a repealer clause, and an effective date. |  |
| <b>EXHIBITS:</b> Ordinance 1506-3<br>Exhibit A – Fiscal Year 2014-2015 Revised Budget   |  |
| <b>EXPENDITURE REQUIRED:</b> N/A<br><b>AMOUNT AVAILABLE:</b> N/A<br><b>ACCOUNT NO.:</b> N/A   | <b>AMOUNT BUDGETED:</b> N/A<br><b>PROJECT NO.:</b> N/A |
| <b>ADDITIONAL APPROPRIATION REQUIRED:</b> N/A<br><b>ACCOUNT NO.:</b> N/A<br><b>PROJECT NO.:</b> N/A   |  |
| <b>To be completed by Department:</b><br><input checked="" type="checkbox"/> Finance <input checked="" type="checkbox"/> Legal <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution  |  |

**EXECUTIVE SUMMARY**

**BACKGROUND**

City staff hereby submits for Council consideration and approval a revised budget for the 2014-2015 fiscal year based on fiscal year 2015 year-end projections. The revised budget is based on revenue and expenditure projections for the fiscal year completed as part of the fiscal year 2016 budget process. Adopting a revised budget more accurately reflects the City's financial position, as well as preserves a fund balance for use in the preparation of the 2015-2016 operating budget. The revised budget also includes the Capital Improvement Funds and

includes budget amendment number one approved by City Council in December 2014, Ordinance 1506-1, for the fiscal year 2014 carryovers.

The fiscal year 2014-2015 year-end projections for all funds, including revenues and expenditures were reviewed with City Council on June 29, 2015. Exhibit A, attached, compares the fiscal year 2015 budget adopted by City Council on September 29, 2014 to the recommended revised budget for all funds, revenues and expenditures, in order to see the final change from the adopted budget.

There have been three changes to the projections since City Council approved the first reading of the Ordinance on July 13, 2015. The first change is based on City Council approval of Certificates of Obligation Series 2015 at the same July 13, 2015 council meeting, whereby the amount of bonds were reduced from \$5,220,000 to \$4,860,000; using cash on hand instead to fund the improvements. The City has received \$685,000 each from Brazoria County MUD 26 and Brazoria-Fort Bend MUD 1, pursuant to the inter-local agreement for additional public park improvements at the Shadow Creek Park Regional Sports Park. As such the second change reflects the additional revenues and expenditures that will take place in the Capital Projects Fund, for a net impact of zero to the City. The third change is to account for Lower Kirby Ditch Improvements to convert the ditch to a culvert system in the amount of \$1,546,830. The Lower Kirby Management District will bid and construct the project via a letter of financing agreement with the City. The PEDC, upon the board's approval, will fund the project and enter into a reimbursement agreement with the City. This third change will be contingent upon the PEDC board's approval at its July 30, 2015 board meeting.

As mentioned previously, in December, 2014, Council approved an amended budget to include carryovers. The information and explanations below are comparisons to the amended budget and not to the adopted budget as shown in Exhibit A.

## **FINANCIAL INFORMATION – Main Funds**

### **General Fund**

The projected ending fund balance for fiscal year 2015 totals \$15,559,633, a net increase (improvement) of \$2,260,878, or 17.0%, over the amended budget fund balance of \$13,298,755. The ending balance of \$15,559,633 represents a 4.3 month reserve to recurring operating expenditures and is \$5,226,113 over the 2-month recurring operating reserve policy and can be used for non-recurring expenditures in the subsequent 2016 fiscal year.

Inclusive of carryovers already recognized in December 2014, projections for revenues total \$65,341,507, an increase of \$1,074,626, or 1.7% over the current budget. Sales and Use Taxes account for the increase, projected at \$866,162 higher than budget based on actuals to-date, at 6.3% above the amended budget. Fines and Forfeitures are projected to be below the anticipated budget by \$188,201, due to 3,338 fewer charges and an increased rate of dismissals, from 11% last year to 24% this year. Charges for Services are anticipated to be \$391,607 lower than the amended budget as TIRZ Administration Fees are projected to be \$357,272 lower than budget. Miscellaneous revenues are anticipated to be \$231,571 higher than the amended budget as the sale of property from vehicles, radios and an easement and developer street light revenues are greater than expected. Transfers into the General Fund are higher than the amended budget by \$874,503 as \$150,000 was transferred from the Sidewalk Fund to assist with the sidewalk gap program, \$340,000 was transferred from the Solid Waste fund, and the transfer from the Water/Sewer Fund is \$409,492 greater as the projections put

the fiscal year 2015 anticipated costs for the new financial software and conversion in the General Fund for ease of tracking the entire project with the Water/Sewer fund covering its share of the cost.

Projected expenditures total \$69,236,374, a decrease of \$1,186,252, or -1.7%. General Government expenditures are projected to be \$375,548 higher than the amended budget, due to the entire cost of the new financial software and conversion projected in Information System, offset by revenues above. Public Safety expenditures are projected to be lower than the amended budget of \$36,406,027 by \$866,668, or -2.4%. The reduction is mainly due to vacant positions and the opening of Fire Station 3 later than budgeted. The budget anticipated opening of the Fire Station in early calendar year 2015, with the hiring of the firefighters anticipated January 2015. Based on the anticipated actual opening date, the firefighters were hired in May and June. This not only created vacancy savings but operating savings as well. The Police Department saw a salary savings of \$333K mainly due to vacant positions early in the year, now filled. Parks and Recreation is \$312,877 or 4.6% below the amended budget also mainly due to vacancy savings and Public Works is projected to be below the amended budget of \$12,057,067 by \$196,304, or -1.6%. Transfers out to other funds will come in below the amended budget of \$1,546,744 by \$214,610, or -13.9% as the General Fund portion of property insurance uninsured and deductible claims are lower than expected.

Combined, this results in a drawdown of fund balance of \$3,894,867 versus the drawdown of \$6,155,745 budgeted.

#### Water/Sewer Fund

Due to significant rainfall which has resulted in less consumption year-to-date and continuing that trend through year-end, the water/sewer fund is projected to end fiscal 2015 year \$1,378,998 lower than budgeted, at \$9,462,145. Despite the larger drawdown of the balance, the water/sewer fund is still meeting the cash reserve policy of 25%, at 27%, and its bond coverage is 1.30%. If not issuing new debt, bond coverage pursuant to bond covenants is 1.25 and if issuing debt, bond covenants require a 1.4 times coverage. The City is not issuing debt in fiscal year 2015 but will be issuing debt early in fiscal year 2016 with Texas Water Development Board funding for the Reflection Bay Wastewater Treatment Plan.

Despite an increase in the number of connections, from 33,900 last year to 35,000 currently, a 3.2% increase, due to lower consumption, projected revenues of \$32,162,222 are below the current budget by \$3,420,896 despite a 4.63% rate increase this fiscal year. Rainfall through May totals 67.7 inches versus 46.5 inches last year.

Projected expenses of \$35,795,596 are projected to be 5.4%, or \$2,041,898, below the amended budget. Water Production is projected to be below the amended budget by 7.1%, \$657,151, due to decrease in water purchases, freeing up of a Gulf Coast Water Authority (GCWA) reserve based on the new contract and phasing on the interior lining program. Distribution & Collection is projected to be \$217,080, or 8.11%, below amended budget mainly due to vacant positions for most of the fiscal year. Utility Billing & Collections is projected to be 19.45%, or \$263,330, below the amended budget as the purchase of the automatic wireless reading backbone (3 wireless antenna, licenses and systems) is projected to begin planning for design, but not take place this fiscal year. Utility Billing will be in the midst of the new software conversion and to the planning will be timed to the purchase more in line with the replacement of the meters. Other Requirements and Transfers is expected to be \$749,353, 5.1%, less than the amended budget. Interest for Revenue Bonds, Series 2014 is lower than budgeted by

\$219,400 based on actual results of the bond sale, reduction in ERP expenses for fiscal year 2015 is \$353,000 based on the timing of the project and are re-budgeted in fiscal year 2016 and salary savings of \$132,000.

The City's budget also includes other funds, such as the Debt Service Fund, Hotel/Motel Occupancy Tax Fund/Convention & Visitors' Bureau, Community Development Block Grant Fund, and other Grants Funds, Police State Seizure Fund, Parks Development Fund, Solid Waste Fund, and the Pearland Economic Development Fund.

July 27<sup>th</sup> will be the second and final reading of the Ordinance. Upon adoption, the City's financial system and reporting will be updated to reflect the revised budget as adopted.

### **RECOMMENDED ACTION**

Consideration and Approval of First Reading of Ordinance 1506-3, An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance 1506-2, the 2014-2015 Annual Budget Ordinance; authorizing the City Manager or his designee to take all action necessary to facilitate the changes identified herein; providing a savings clause, a severability clause, a repealer clause, and an effective date.

**ORDINANCE NO.1506-3**

**An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 1506-2, the 2014-2015 Annual Budget Ordinance; authorizing the City Manager or his designee to take all actions necessary to facilitate the changes identified herein; providing a savings clause, a severability clause, a repealer clause, and an effective date.**

**WHEREAS**, the City Council is authorized by law to make changes in the City budget for municipal purposes and for emergency appropriations to meet a pressing need for public expenditure to protect the public health, safety, and welfare as a result of unusual and unforeseen conditions; and now therefore,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That the City Manager or his designee is authorized to make appropriation from various Funds identified on Exhibit "A" as authorized by law for municipal purposes.

**Section 2.** That the City Manager or his designee is authorized to take all actions necessary to facilitate the changes identified herein without further approval of City Council.

**Section 3. Savings.** All rights and remedies which have accrued in favor of the City under this Chapter and amendments thereto shall be and are preserved for the benefit of the City.

**Section 4. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid, unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section 5. Repealer.** All ordinances and parts of ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict.

**ORDINANCE NO. 1506-3**

**Section 6. Effective Date.** This Ordinance shall become effective immediately upon its passage and approval by the City Council.

PASSED and APPROVED ON FIRST READING this the 13<sup>th</sup> day of July,  
A. D., 2015.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

PASSED and APPROVED ON SECOND AND FINAL READING this the 27<sup>th</sup> day  
of July, A. D., 2015.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

**EXHIBIT A**

**City of Pearland  
Fiscal Year 2014-2015 Revised Budget**

| Fund # | Fund Description                          | REVENUES               |                         |                   | EXPENDITURES           |                         |                   |
|--------|---|------------------------|-------------------------|-------------------|------------------------|-------------------------|-------------------|
|        |   | 2015<br><u>Adopted</u> | 2015<br><u>Revised*</u> | <u>\$ Change</u>  | 2015<br><u>Adopted</u> | 2015<br><u>Revised*</u> | <u>\$ Change</u>  |
| 010    | General                                   | \$ 63,692,881          | 65,341,507              | 1,648,626         | \$ 67,520,359          | 69,236,374              | 1,716,015         |
| 015    | P.E.D.C.                                  | \$ 9,415,766           | 10,650,038              | 1,234,272         | \$ 14,708,556          | 16,688,350              | 1,979,794         |
| 020    | Debt Service-General                      | \$ 29,869,444          | 84,784,485              | 54,915,041        | \$ 29,749,859          | 84,331,427              | 54,581,568        |
|        | Proprietary Funds                         |                        |                         |                   |                        |                         |                   |
| 030    | Water and Sewer                           | \$ 35,583,118          | 32,162,222              | (3,420,896)       | \$ 37,017,108          | 35,595,596              | (1,421,512)       |
| 031    | Solid Waste                               | \$ 6,616,649           | 6,712,836               | 96,187            | \$ 6,603,258           | 7,056,073               | 452,815           |
|        | Special Revenue Funds                     |                        |                         |                   |                        |                         |                   |
| 017    | Municipal Court Security                  | \$ 57,208              | 52,932                  | (4,276)           | \$ 99,497              | 104,337                 | 4,840             |
| 018    | Citywide Donation                         | \$ 23,250              | 27,909                  | 4,659             | \$ 22,000              | 20,395                  | (1,605)           |
| 019    | Court Technology                          | \$ 65,510              | 60,025                  | (5,485)           | \$ 66,665              | 85,857                  | 19,192            |
| 023    | Court Juvenile Management                 | \$ 38,322              | 37,065                  | (1,257)           | \$ 44,229              | 44,572                  | 343               |
| 033    | Street Assessment                         | \$ -                   | 756,643                 | 756,643           | \$ -                   | 756,643                 | 756,643           |
| 035    | Traffic Impact Improvement                | \$ 1,800               | 11,692                  | 9,892             | \$ 91                  | 93,639                  | 93,548            |
| 045    | Hotel/Motel                               | \$ 1,393,078           | 1,521,100               | 128,022           | \$ 819,213             | 917,947                 | 98,734            |
| 046    | Parks Donations                           | \$ 81,140              | 101,100                 | 19,960            | \$ 80,000              | 185,999                 | 105,999           |
| 047    | Park & Recreation Development             | \$ 51,100              | 294,458                 | 243,358           | \$ 118,532             | 237,217                 | 118,685           |
| 049    | Tree Trust                                | \$ 45                  | 65                      | 20                | \$ 69,100              | 63,148                  | (5,952)           |
| 055    | Sidewalk                                  | \$ 5,240               | 240                     | (5,000)           | \$ 67,224              | 225,744                 | 158,520           |
| 060    | Police State Seizure                      | \$ 20,100              | 3,892                   | (16,208)          | \$ 54,100              | 18,150                  | (35,950)          |
| 062    | Federal Police                            | \$ 15                  | 28,896                  | 28,881            | \$ -                   | -                       | -                 |
| 101    | Grant                                     | \$ 262,297             | 937,621                 | 675,324           | \$ 276,959             | 937,607                 | 660,648           |
| 113    | Community Development Block Grant         | \$ 313,794             | 569,621                 | 255,827           | \$ 313,794             | 574,984                 | 261,190           |
| 140    | University of Houston                     | \$ 339,955             | 339,916                 | (39)              | \$ 339,915             | 339,916                 | 1                 |
| 141    | University of Houston Capital Renewal Fun | \$ 8,376               | 8,341                   | (35)              | \$ -                   | -                       | -                 |
| 145    | Municipal Channel                         | \$ 270,500             | 300,660                 | 30,160            | \$ 83,700              | 41,909                  | (41,791)          |
|        | Internal Service Fund                     |                        |                         |                   |                        |                         |                   |
| 095    | Property/Liability Insurance              | \$ 1,390,375           | 1,088,772               | (301,603)         | \$ 1,374,360           | 1,164,208               | (210,152)         |
| 099    | Medical Self-Insurance                    | \$ 6,821,888           | 5,994,110               | (827,778)         | \$ 6,821,888           | 6,643,038               | (178,850)         |
|        | <b>Sub-Total Operations</b>               | <b>156,321,851</b>     | <b>211,786,146</b>      | <b>55,464,295</b> | <b>166,250,407</b>     | <b>225,363,130</b>      | <b>59,112,723</b> |

**EXHIBIT A**

**City of Pearland  
Fiscal Year 2014-2015 Revised Budget**

| Fund # | Fund Description                         | REVENUES               |                         |                     | EXPENDITURES           |                         |                     |
|--------|--|------------------------|-------------------------|---------------------|------------------------|-------------------------|---------------------|
|        |  | 2015<br><u>Adopted</u> | 2015<br><u>Revised*</u> | <u>\$ Change</u>    | 2015<br><u>Adopted</u> | 2015<br><u>Revised*</u> | <u>\$ Change</u>    |
|        | <b>CAPITAL IMPROVEMENT PROGRAM (CIP)</b> |                        |                         |                     |                        |                         |                     |
|        | Water/Sewer CIP                          |                        |                         |                     |                        |                         |                     |
| 042    | Utility Impact Fee                       | \$ 4,760,368           | 22,018,439              | 17,258,071          | \$ 3,438,770           | 26,693,603              | 23,254,833          |
| 044    | Shadow Creek Impact Fee                  | \$ 556,186             | 1,351,205               | 795,019             | \$ 623,018             | 623,018                 | -                   |
| 064    | Certificates of Obligation 1998          | \$ -                   | 1,500                   | 1,500               | \$ -                   | 541,753                 | 541,753             |
| 067    | 1999 W & S Revenue Bonds                 | \$ 2,705,415           | 6,057,541               | 3,352,126           | \$ 2,949,746           | 6,492,199               | 3,542,453           |
| 301    | Water/Sewer Pay As You Go                | \$ 224,500             | 3,106,918               | 2,882,418           | \$ 424,947             | 3,765,129               | 3,340,182           |
| 302    | MUD 4 Capital Program                    | \$ -                   | 2,580                   | 2,580               | \$ 22,431              | 360,923                 | 338,492             |
|        | Capital Projects Funds                   |                        |                         |                     |                        |                         |                     |
| 050    | Capital Projects                         | \$ 3,835,500           | 7,484,814               | 3,649,314           | \$ 3,884,372           | 8,304,920               | 4,420,548           |
| 068    | Capital Projects-CO 2001                 | \$ 10,928,569          | 11,444,941              | 516,372             | \$ 10,956,770          | 10,351,649              | (605,121)           |
| 070    | Capital Projects Mobility CO 2001        | \$ -                   | 222                     | 222                 | \$ 75,841              | 134,452                 | 58,611              |
| 200    | Capital Projects-CO 2006                 | \$ -                   | 1,690                   | 1,690               | \$ -                   | 1,818,088               | 1,818,088           |
| 201    | Capital Projects-CO 2007                 | \$ -                   | 30                      | 30                  | \$ -                   | 28,799                  | 28,799              |
| 202    | Capital Projects-GO Series 2007A         | \$ -                   | 401,675                 | 401,675             | \$ 805,296             | 1,220,315               | 415,019             |
| 203    | Capital Projects-GO Series 2009          | \$ 37,965,612          | 28,529,511              | (9,436,101)         | \$ 37,568,948          | 39,700,865              | 2,131,917           |
|        | <b>Sub-Total CIP</b>                     | <b>\$ 60,976,150</b>   | <b>\$80,401,066</b>     | <b>\$19,424,916</b> | <b>\$60,750,139</b>    | <b>\$100,035,713</b>    | <b>\$39,285,574</b> |
|        | <b>TOTAL:</b>                            | <b>\$217,298,001</b>   | <b>\$292,187,212</b>    | <b>\$74,889,211</b> | <b>\$227,000,546</b>   | <b>\$325,398,843</b>    | <b>\$98,398,297</b> |

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

|   |                |                                   |                          |
|---|----------------|-----------------------------------|--------------------------|
| <b>AGENDA OF:</b>   | July 27, 2015  | <b>ITEM NO.:</b>                  | Resolution No. R2015-124 |
| <b>DATE SUBMITTED:</b>  | July 9, 2015   | <b>DEPT. OF ORIGIN:</b>           | Finance                  |
| <b>PREPARED BY:</b>   | Joel Hardy     | <b>PRESENTOR:</b>                 | Joel Hardy               |
| <b>REVIEWED BY:</b>   | Jon R. Branson | <b>REVIEW DATE:</b>               | July 21, 2015            |
| <b>SUBJECT:</b> Resolution R2015-124 – A Resolution of the City Council of the City of Pearland, Texas approving the U.S. Department of Housing and Urban Community Development Block Grant Program year 2015/Fiscal Year 2016 Annual Action Plan                             |                |                                   |                          |
| <b>EXHIBITS:</b> R2015-124<br>Exhibit A – CDBG PY 2015 Annual Action Plan (AAP)<br>Exhibit B – Reader’s Guide on CDBG   |                |                                   |                          |
| <b>FUNDING:</b>   |                |                                   |                          |
| <input type="checkbox"/> Bonds To Be Sold <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> Developer/Other <input type="checkbox"/> Cash <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold |                |                                   |                          |
| <b>EXPENDITURE REQUIRED:</b>  |                | <b>AMOUNT BUDGETED:</b> \$313,794 |                          |
| <b>AMOUNT AVAILABLE:</b> \$319,085  |                | <b>PROJECT NO.:</b>               |                          |
| <b>ACCOUNT NO.:</b> Fund 113  |                |                                   |                          |
| <b>ADDITIONAL APPROPRIATION REQUIRED:</b> N/A   |                |                                   |                          |
| <b>ACCOUNT NO.:</b>   |                |                                   |                          |
| <b>PROJECT NO.:</b>   |                |                                   |                          |
| <b>To be completed by Department:</b>   |                |                                   |                          |
| Finance <input checked="" type="checkbox"/> Legal <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/>   |                |                                   |                          |
|   |                |                                   |                          |

**EXECUTIVE SUMMARY**

**BACKGROUND**

The City has been allocated \$319,085 from U.S. Department of Housing & Urban Development – Community Planning and Development (CPD) for the Community Development Block Grant program for the City’s FY 2015-2016; CPD Program Year 2015. The upcoming allocation is \$5,291 more than the CPD Program Year 2014 award of \$313,794. Staff is presenting to

Council the City's 9<sup>th</sup> Annual Action Plan (AAP). The award amount is based on a formula calculation of the City's population, local income statistics, and other statistical elements of our City's demography. A "Reader's Guide" is attached as "Exhibit B" for Council's reference needs.

### **HUD PROGRAM YEAR 2015 (FY'16) ACTION PLAN – CITY OF PEARLAND**

The attached "Exhibit A - CDBG PY 2015 Annual Action Plan (AAP)" describes the intended use of the funds we receive from HUD, based on HUD National Objectives (remove slum/blight, serve low-moderate income households, meet urgent needs such as natural disasters). On June 8<sup>th</sup> City Council was presented with the projects and activities identified for inclusion in this coming year's Annual Action Plan.

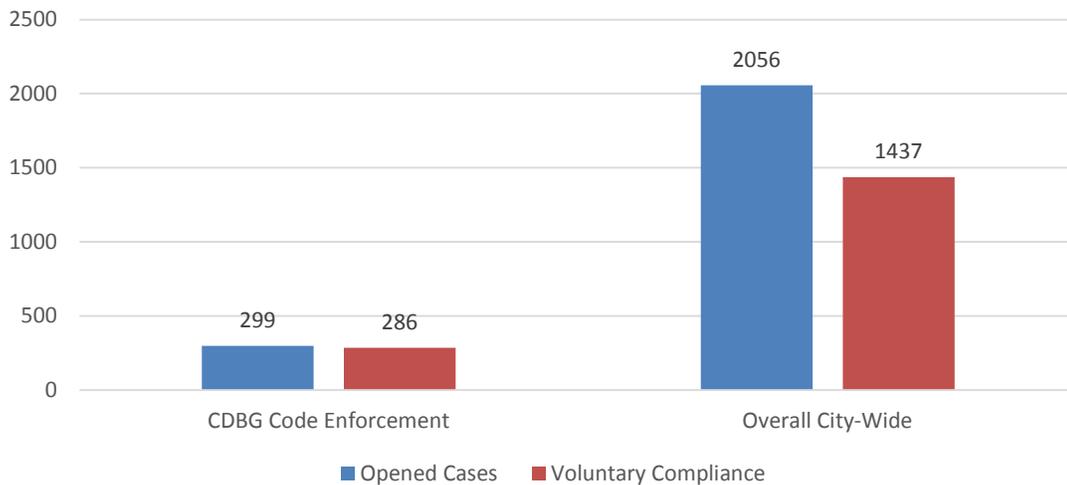
Staff recommends the use of these funds to complete those activities, achieve local community goals, and meet HUD National Objectives during the 2015 HUD Program Year. Funding the activities presented before Council this past June will result in the use of \$63,817 for planning and program administration, \$16,500 for social services programs, and \$238,768 for three local improvement activities. The bullet-pointed sections below describe, in some detail, how the City's Action Plan would make use of HUD funds from October 1, 2015 through September 30, 2016.

- *CODE ENFORCEMENT*

A designated CDBG Code Enforcement Officer was added to the staff roster in FY 2015, and assigned to cover the CDBG target areas via HUD funding. A substantive amount of improvement in those areas have occurred as a result of those efforts. Through May of this year, forty-five (45) active patrols of the CDBG target areas, resulting in 319 CDBG-related code enforcement cases being initiated, 299 of which have resulted in documented ordinance violations.

Junk vehicles, improper parking of vehicles on grass on residential property, high grass and weeds, "open storage," and other unsightly violations make up the majority of code violations that require local government efforts to remediate. Of the 299 documented cases to-date, 286 – a total of 96% - have been abated and are now closed. Only 13 cases (4%) remained open at the close of fiscal period eight (8), these are being corrected during the month of June - July.

## CDBG Target Area and City-Wide Code Enforcement Oct 1 - May 31, 2015



The upcoming year's Action Plan describes the City's intention to continue the use of CDBG funds for Code Enforcement activities in the CDBG Target Areas. The "Target Areas" are HUD regulatory-defined sections of the jurisdiction comprised of lower percentages of high-income residents. These areas are often where our elderly, low-moderate income, and more established homeowners reside, and where assistance may be required maintaining local building code compliance in homes and businesses. Our designated Code Enforcement Officer has been assigned to cover these areas, working with residents and the City's code enforcement system to ensure certain community aesthetics and building safety standards are maintained. **The position for this activity will use \$50,710 in CDBG funding to continue this work in the coming year.**

- *SINGLE FAMILY OWNER-OCCUPIED HOUSING REPAIR/REHABILITATION*

Alongside Code Enforcement activities, an additional **\$22,746 in PY 2015 CDBG funding will be used to continue the staffing of an existing Single Family Owner-Occupied Housing Rehab/Repair program.** In PY 2014, the City used these funds to complete a number of program delivery activities, such as the creation of program guidelines, completion of an application process, solicitation of vendor(s) to provide rehabilitation services, and the identification of potential grantees for delivering repair/rehabilitation services to. Round 1 of the program application process has returned 3 eligible properties that are currently in the process of receiving final consideration for their requests, and Round 2 application procedures will begin in September to solicit more applications for assistance with housing rehab and repair.

Last year's PY 2014 allocation of \$160,981 will carry over as the available amount of funding for the repair and rehabilitation of eligible homes, with no need to allocate PY 2015 HUD funding for non-personnel activities. Staff will continue to monitor expenditures for the need to allocate future year funding to these efforts, and will return to Council for approval of the use of additional funds.

Code Enforcement and home repair/rehab activities will continue to work hand-in-hand. This will help the City address local violations of residential building codes and the emergence of dilapidation or blighted conditions. No funds will be delivered directly to homeowners, and only those that qualify based on an intensive review of their socioeconomic status will be approved for participation in the program. The City will utilize depreciating liens over 5 years to secure the investments made in the properties, with restrictions that prevent a homeowner from selling or transferring property until the life of the lien depreciation reaches zero value.

- *INFRASTRUCTURE IMPROVEMENTS (no Cap)*

Some areas of the City's Old Townsite still contain an older style Transite waterline system, which can be replaced with a modern pipe material, such as PVC. **A total of \$165,312 in proposed Program Year 2015 funds, coupled with a re-allocation of \$145,262 in un-programmed CDBG funding from prior years, for a total of \$310,574, will be used to complete the replacement of Transite waterlines in the Old Townsite.**

Funds for this project will be spent primarily in residential areas within the boundary created by FM518/Broadway from SH35/Main to Walnut, Walnut from Broadway to Old Alvin, Old Alvin from Walnut to Swensen, Swenson from Old Alvin to SH35, and then SH35 from Swenson back to up to Broadway. Much of the older Transite systems have been replaced, but approximately 4,941 linear feet still remains in the ground, and can be removed for the purpose of installing newer material. The map below depicts the service areas this project will target, with CDBG funds being used to replace those in primarily residential areas; per HUD guidelines.

**Figure 2. Transite Waterline replacement map.**

- *PUBLIC SERVICES (subject to 15% Cap)*

The City is proposing to utilize 34.4% of its allowable \$47,862 on social service program activities designed to assist local low-income residents in avoiding evictions, utility shut-offs, and limited access to expensive and necessary prescription medication. One agency has qualified for providing such services, and based on their request, history of capacity incurring expenditures for reimbursement, and ability to effectively meet local and federal requirements, the **Pearland Neighborhood Center will receive \$16,500 of these funds**, with the remaining available balance of the cap (\$31,362) being allocated to local infrastructure improvements.

In Program Year 2014, the City re-allocated approximately \$5,000 in unspent CDBG funding to provide the Center with a much-needed replacement of its HVAC unit. The original equipment failed, challenging the organization's capacity for serving the community with other services designed to assist low-moderate income families (food pantry, etc...).

- *PROGRAM ADMINISTRATION (subject to 20% Cap)*

The City maintains an excellent track record of oversight where grant funding is concerned, and no federal reviews or monitoring activities have resulted in major findings or concerns. Due to the regulations associated with the use of external government funding, HUD offers jurisdictions that receive CDBG funding the use of 20% of their allocation to administer financial management, regulatory compliance, subrecipient monitoring, professional services, and planning needed to maintain compliance with federal requirements.

The staff, professional services, mileage, training and professional development, official supplies, postage, funding for public notices, equipment, and other eligible costs of planning and management oversight are paid for within this category of CDBG funding. The City will use \$63,817 for these purposes.

## **BID AND AWARD**

The award/allocation from HUD will be \$319,085 and will be issued to the City upon the HUD's acceptance and approval of the City's Annual Action Plan. Our Grant Agreement with HUD typically arrives during the mid-October timeframe and is executed by Mayor Reid.

## **SCOPE OF CONTRACT/AGREEMENT**

The CDBG contract between the City and HUD will be for one year beginning October 1, 2015 and ending September 30, 2016 and will only restrict the use of program administration and public services funds for that period of performance. Infrastructure/improvement monies may be carried over and used in following years. An estimated 7,755 Pearland residents will directly benefit from CDBG funding, with a total of 13,960 having an indirect, but significant, benefit from the program.

## **POLICY/GOAL CONSIDERATION**

The City's Community Development Block Grant program intends to serve low-moderate income households with activities that prevent homelessness, improve local accessibility and availability of suitable living conditions and promote fair housing. In addition to meeting HUD National Objectives (removal of slum/blight, urgent needs, serving low-moderate income households), CDBG program activities meet several Council Goals, such as those associated

with the City's commitment to maintaining a sustainable infrastructure (Replacement of Transit Waterlines).

### **PLAN SUBMISSION**

In order for a grantee to receive its annual CDBG allocation, HUD regulations at 24 CFR 91.115(a)(2) require that a grantee submit its Action Plans to HUD no earlier than November 15 or later than August 16 of the federal fiscal year for which the grant funds are appropriated. Since the deadlines are established pursuant to the Act, they may not be waived.

In order to meet this deadline, an Action Plan must be received (not just postmarked) by the HUD field office by close of business on the deadline date. August 16, 2015 falls on a Sunday. Therefore, hard copy submission of the Pearland PY 2015 Action Plan received by the HUD Region VI field office by close of business on Monday, August 17 will be considered as having met the submission deadline.

### **RECOMMENDED ACTION**

Council consideration and approval of a resolution approving the U.S. Department of Housing and Urban Development Community Development Block Grant Program Year 2015/Fiscal Year 2016 Annual Action Plan.



# Pearland Texas Ninth Program Year Action Plan

The CPMP Ninth Annual Action Plan includes the [SF 424](#) and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations.

## Narrative Responses

### GENERAL

#### Executive Summary

The City of Pearland has been notified by HUD of its Program Year 2015 Annual CDBG Allocation of \$319,085, and has completed the process of developing its Annual Action Plan per 24 CFR 91.220 of Subpart C: Local Governments; Contents of Consolidated Plans. Pearland officials have identified, considered and approved four (4) projects, in addition to program administration, for funding in PY 2015.

The City's plan allocates \$16,500 (5.17%) of the \$319,085 for Pearland Neighborhood Center's Emergency Assistance Program (Public Services – CDBG Matrix Code 05Q); \$63,817 (20%) to the City and professional services providers for program administration (CDBG Matrix Code 21); and, the remaining \$238,771 (74.83%) for three infrastructure and improvement projects.

A total of \$50,020 will be spent on one code compliance officer (CDBG Matrix Code 14A) that will enforce local residential and commercial building ordinances in the U.S. Census Block Groups eligible to receive funding from local area benefit projects; and, \$22,436 will be used to fund this employee's direct time and effort delivering a Single Family Housing Rehabilitation Program (CDBG Matrix Code 15) that will allow income-eligible owner/occupied homes to be repaired through forgivable loans and/or grants.

A total of \$165,312 in PY 2015 CDBG funding will be allocated for the replacement of aging Transite water pipelines in a predominately residential portion of the City's Old Townsite area, that has a low-moderate income population of 67.79% in Block Group Number 1 of U.S. Census Tract 660300.

The City anticipates spending 80% of its allocation in the CDBG Target Area, with the remaining 20% going to program administration. No less than 71%, of the PY '15 CDBG funds will benefit low-moderate income residents. Considering the technical assistance provided by City CDBG program administration staff, as well as the work performed to conduct Fair Housing Activities, some portions of the 20% expenditures for program administration will additionally benefit low-moderate income communities. Table 1 below highlights the PY 2015 allocation amounts and activities.

**CITY OF PEARLAND**

**Table 1 - Community Development Block Grant Projected Use of PY 2015 Funds**

| CDBG Project Code                              | Projects   | Proposed Units of Service | PY 2015 Recommended Allocation | Re-allocations from Prior Year CDBG Funds | Totals           |
|--|--|---------------------------|--------------------------------|---|------------------|
| 05Q  | Pearland Neighborhood Center's Emergency Assistance  | 01-People: 50             | \$16,500                       | -   | \$16,000         |
| <b>Subtotal</b>                                |  | <b>01-People: 50</b>      | <b>\$16,500</b>                | <b>N/A</b>                                | <b>\$16,000</b>  |
| 03J  | Water/Sewer Improvements (Old Townsite Transite Waterline Replacement)                             | 01 – People: 1,037        | \$165,312                      | \$145,262                                 | \$310,574        |
| 15   | Code Enforcement & Rehabilitation Program Coordination   | 01-People: 3,733          | \$50,710                       | -   | \$50,710         |
| 14A  | Single Family Housing Rehab Program Coordination   | 01-People: 10             | \$22,746                       | -   | \$22,746         |
| <b>Subtotal</b>                                |  | <b>01-People: 4,780</b>   | <b>\$238,768</b>               | <b>\$145,262</b>                          | <b>\$384,030</b> |
| 21   | General administration, contract consultants, in-house staff & regulatory compliance expenditures. | N/A                       | \$63,817                       | -   | \$63,817         |
| <b>Subtotal</b>                                |  | <b>N/A</b>                | <b>\$63,817</b>                | <b>N/A</b>                                | <b>\$63,817</b>  |
| <b>Total PY 2015 Related CDBG Expenditures</b> |  | <b>01-People: 4,830</b>   | <b>\$319,085</b>               | <b>\$145,262</b>                          | <b>\$464,347</b> |

Below is a list of percentages allocated for each program category:

**Table 2 – Percent of Allocation for Each Category**

| Category                         | Maximum Allowed | Actual |
|----------------------------------|-----------------|--------|
| Public Services                  | 15%             | 5.17%  |
| Infrastructure/Public Facilities | N/A             | 74.83% |
| Administration                   | 20%             | 20.0%  |

This Annual Action Plan outlines the citizen involvement in the planning process, the need for the services, facility improvements and infrastructure installations to be accomplished and the proposed outcomes for each project. All projects are within the priorities of the City's 2<sup>nd</sup> 5-Year Consolidated Plan, adopted by Pearland City Council in PY 2012 and presently in use by the City. The City of Pearland has utilized past funds for assisting nonprofit agencies in improving facilities of local public service agencies, providing emergency assistance, employment training and education to the low-to-moderate income, and improving pedestrian safety through sidewalks. During the past 20 months, the City has funded a number of infrastructure, public facility and public service projects. Below is a summary of projects funded during PY 2013 and the first 8 months of PY 2014 and their status:

**Table 3 - PY 2013 Plus 8 Months PY 2014 CDBG Accomplishments (Non-Administrative)**

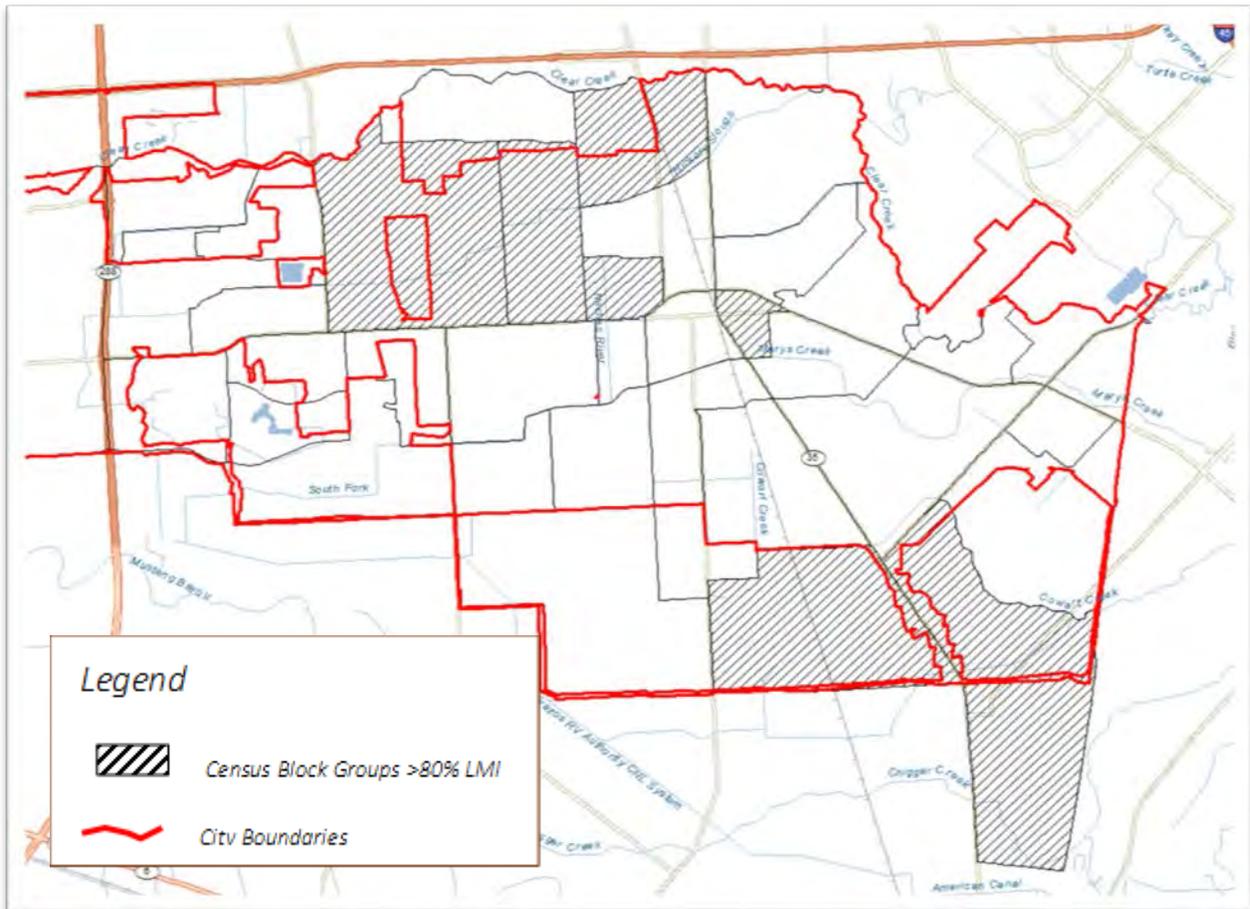
| ACTIVITY   | PY 2013             |                                  |                             | 1 <sup>st</sup> 8 Months of PY 2014 |                                |   |
|--|---------------------|----------------------------------|-----------------------------|-------------------------------------|--------------------------------|---|
|  | PY 13 Expenditures  | Status                           | Outcomes                    | PY 14 Expenditures                  | Status                         | Outcomes                                  |
| IDIS Activity ID #39 – [I]<br>Westchester Sidewalk and Drainage<br>(PGM Year 2011)                                 | \$186,088.29        | 100%<br>Completion<br>12/31/2013 | 90 people<br>served         | N/A                                 | N/A                            | 90 people<br>continued<br>to be<br>served |
| IDIS Activity ID #50 – [PS]<br>Emergency Subsistence/Assistance<br>Pearland Neighborhood Center (PGM<br>Year 2013) | \$14,405.66         | 100%<br>Completed<br>9/30/2014   | 60 people<br>served         | N/A                                 | N/A                            | N/A                                       |
| IDIS Activity ID #51 – [I] Traffic<br>Signal @FM518/Garden (PGM Year<br>2013)                                      | \$178,800.45        | 70%<br>Completion                | N/A                         | \$66,976.55                         | 100%<br>Completed<br>7/10/2015 | 2,830<br>people<br>served                 |
| IDIS Activity ID #62 – [PS]<br>Emergency Assistance Program –<br>Pearland Neighborhood Center (PGM<br>Year 2014)   | N/A                 | N/A                              | N/A                         | \$11,532.00                         | 57.66%<br>Complete             | 24<br>households<br>served YTD            |
| <b>Totals</b>  | <b>\$379,294.40</b> | <b>85%<br/>Completion</b>        | <b>60 people<br/>served</b> | <b>\$141,503.44</b>                 | <b>85.88%<br/>Completion</b>   | <b>2,944<br/>people<br/>served</b>        |

## General Questions

- Describe the geographic areas of the jurisdiction (including areas of low income families and/or racial/minority concentration) in which assistance will be directed during the next year. Where appropriate, the jurisdiction should estimate the percentage of funds the jurisdiction plans to dedicate to target areas.

The City of Pearland is located primarily in Brazoria County, Texas with a portion of its western edge in Fort Bend County, Texas and a portion of its northwest and northeast edges in Harris County, Texas. All three counties are CDBG Entitlement Jurisdictions and HOME Participating Jurisdictions. It also abuts Galveston County, which is not an Entitlement Jurisdiction. The map below illustrates the location of the City, its corporate limits and the location of its low- to moderate-income residents.

**Figure 1 – City of Pearland and 2015 CDBG Target Areas**



Most entitlement jurisdictions throughout the United States are required to have a concentration of low-mod population of more than 51 percent for target areas. However, the City of Pearland is an exception and its accepted minimum has been set at 40.93

percent. Thus, the map above illustrates the areas with 40.93 percent or more low- to moderate-income persons, as defined by HUD.

According to the U.S. Bureau of the Census, the 2010 population of the City of Pearland was 91,252, up 142% from 37,640 in 2000. Some growth has been due to annexation, but the majority of the population increase can be attributed to build out of and new subdivisions within the City Limits. Based on the data provided by the U.S. Department of Housing and Urban Development, per the 2010 U.S. decennial census, the eligible Census Tract Block Group populations comprise 17,840 of the Pearland population, with 9,860 (56.33%) being low-moderate income.

- **Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA) (91.215(a)(1)) during the next year and the rationale for assigning the priorities.**

All **area-based projects** are located within established CDBG Target Areas with at least 40.93% low-moderate-income households. The primary basis for allocating investments being the City's 2<sup>nd</sup> 5-Year Consolidated Plan, other supportive activities produce specific priorities each year towards meeting longer term goals and objectives.

These include observational research by local code enforcement support groups such as the Eyes of Pearland and the Citizen Patrol, the City's Capital Improvement Program (CIP), the Pearland Citizen Survey, Subrecipient funding applications, and demographic indications of the need for specific investments. Therefore, in addition to Fair Housing activities, the City will plan for the implementation of four projects that serve low-moderate income residents of the City of Pearland. The City proposes to use Community Development Block Grant funds from HUD for:

- Continuation of its Code Enforcement in Low-Moderate Income Target Areas;
- Continuation of its single-family housing rehabilitation program for low-moderate income Pearland residential homeowners that occupy such residences;
- Continuation of a program to provide short-term emergency financial assistance to eligible, local, low-moderate income residents that are facing evictions, utility shut-offs, or even prescription medicines for the elderly or mentally-disabled adults; and
- Replacement of an estimated 5,000 linear feet of aged Transite waterlines in the CDBG Target Area's residential neighborhoods.

#### *Code Enforcement (CDBG Eligibility Matrix Code 15)*

Code Enforcement is an eligible expense under 24 CFR 570.202(c), and will be used to remediate the beginning signs of slum and blight. Evidence-based programs demonstrate the effectiveness of removing code violations through enforcement preserve the existing sustainable living conditions and prevent impediments.

A Code Enforcement Officer will continue to be deployed to low-moderate income areas of town (CDBG Target Area) to identify code violations, improve education and awareness of local standards, cite violators of local ordinances, and encourage violators to self-remediate code infractions to avoid citations.

#### *Water and Sewer Improvements (CDBG Eligibility Matrix Code 03J)*

Residential sections of the Old Townsite portion of Pearland's CDBG Target Area still contain an older style Transite waterline system, which can be replaced with a modern pipe material,

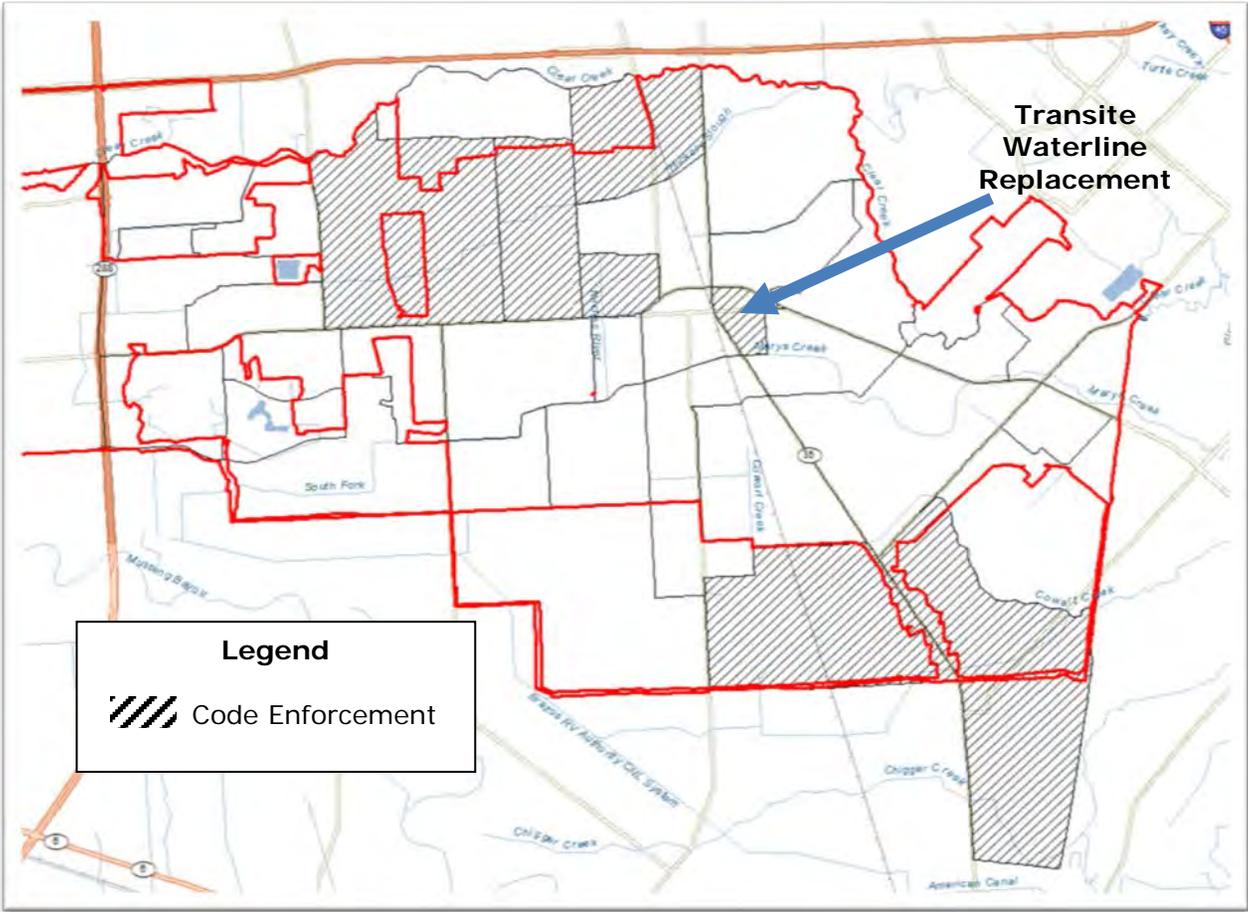
such as PVC. **A total of \$165,312 in proposed Program Year 2015 funds, coupled with a re-allocation of \$145,262 in un-programmed CDBG funding from Program Year 2012, for a total of \$310,574, will be used to complete the replacement of Transite waterlines in the Old Townsite.**

Funds for this project will be spent in residential areas within the boundary created by FM518/Broadway from SH35/Main to Walnut, Walnut from Broadway to Old Alvin, Old Alvin from Walnut to Swensen, Swenson from Old Alvin to SH35, and then SH35 from Swenson northbound up to Broadway. Much of the older Transite systems have been replaced, but approximately 5,000 linear feet still remains in the ground, and can be removed for the purpose of installing newer material. The map below depicts the service area this project will target, and CDBG funds will focus on those primarily serving residential property, per HUD guidelines.

### **Figure 2 – Transite Waterline Replacement Area**

The basis for allocating these investments geographically within the jurisdiction in PY 2015 is to improve aging public infrastructure and create sustainable living conditions in areas considered to be low-moderate income. Rationally, these are priorities that have been established because they address local needs for improvements that other funding sources and income levels of the households are not available to complete. Neglecting these will result in further dilapidation.

Figure 3 – Location of PY 2015 Area-Benefit Infrastructure Projects



**Table 4a - Area Benefit Activities by 2010 Census Tract Block Group**

| Project                         | Census Tract | Block Group | Total Population | Low-Mod Income Population | % Low-Mod Income |
|---------------------------------|--------------|-------------|------------------|---------------------------|------------------|
| Code Enforcement                | 660200       | 1           | 550              | 245                       | 44.55%           |
|                                 | 660300       | 1           | 745              | 505                       | 67.79%           |
|                                 | 660500       | 2           | 1,045            | 565                       | 54.07%           |
|                                 | 660500       | 4           | 1,505            | 655                       | 43.52%           |
|                                 | 660500       | 5           | 1,965            | 810                       | 41.22%           |
|                                 | 660500       | 6           | 2,665            | 1,250                     | 46.90%           |
|                                 | 660702       | 3           | 1,085            | 590                       | 54.38%           |
|                                 | 660900       | 1           | 1,585            | 1,105                     | 69.72%           |
|                                 | 660900       | 3           | 1,500            | 950                       | 63.33%           |
|                                 | 660900       | 4           | 1,315            | 1,080                     | 82.13%           |
| <b>Totals</b>                   |              |             | <b>13,960</b>    | <b>7,755</b>              | <b>56.76</b>     |
| Transite Waterline Replacements | 660300       | 1           | 745              | 505                       | 67.79%           |
| <b>Totals</b>                   |              |             | <b>745</b>       | <b>505</b>                | <b>67.79%</b>    |

**Table 4b - Housing Activities\***

|  |           |        |        |        |
|--|-----------|--------|--------|--------|
| Single-Family Residential Housing Rehabilitation | City-Wide | 91,252 | 13,960 | 15.29% |
|--|-----------|--------|--------|--------|

\*Eligibility of expenditures for housing activities will based on household income levels (LMI) of owner-occupants' for home repairs and rehabilitation.

- Describe actions that will take place during the next year to address obstacles to meeting underserved needs.

Limited Clientele (LMC) and Low-Moderate Income Housing (LMH) strategies will be used to address obstacles to meeting underserved needs.

1. *Single Family Owner-Occupied Home Rehabilitation (CDBG Eligibility Matrix Code 14A)*

Alongside Code Enforcement activities, an additional **\$22,746 in PY 2015 CDBG funding will be used to continue the staffing of an existing Single Family Owner-Occupied Housing Rehab/Repair program**. In PY 2014, the City used these funds to complete a number of program delivery activities, such as the creation of program guidelines, completion of an application process, solicitation of vendor(s) to provide rehabilitation services, and the identification of potential grantees for delivering repair/rehabilitation services to. Round 1 of the program application process has returned 3 eligible properties that are currently in the process of receiving final consideration for their requests. Round 2 application procedures will begin in September to solicit more applications for assistance with housing rehab and repair.

At this time, last year's PY 2014 allocation of \$160,981 will carry over as the available amount of funding for the repair and rehabilitation of eligible homes, with no need to allocate PY 2015 HUD funding for non-personnel activities. Staff will continue to monitor expenditures for the need to allocate future year funding to these efforts, and will return to Council for approval of the use of additional funds.

Code Enforcement and home repair/rehab activities will continue to work hand-in-hand. This will help the City address local violations of residential building codes and the emergence of dilapidation or blighted conditions. No funds will be delivered directly to homeowners, and only those that qualify based on an intensive review of their socioeconomic status will be approved for participation in the program. The City will utilize depreciating liens over 5 years to secure the investments made in the properties, with restrictions that prevent a homeowner from selling or transferring property until the life of the lien depreciation reaches zero value.

Income-limited, qualified Pearland residents that own and occupy their homes can become eligible for forgivable loans or grants through the City's CDBG Program, for the express purpose of having a properly solicited and contracted entity perform repair and/or rehabilitation of their home. City staff and administration will continue to use HUD funds allocated in PY 2014 to conduct actual repair/rehab activities, with the PY 2015 allocation being used to continue program delivery activities via staff.

2. *Subsistence Payments (CDBG Eligibility Matrix Code 05Q)*

The City is proposing to utilize 34.4% of its allowable \$47,862 on social service program activities designed to assist local low-income residents in avoiding evictions, utility shut-offs, and limited access to expensive and necessary prescription medication. One agency has qualified for providing such services, and based on their request, history of capacity incurring expenditures for reimbursement, and ability to effectively meet local and federal requirements, the **Pearland Neighborhood Center will receive \$16,500 of these**

**funds**, with the remaining available balance of the cap (\$31,362) being allocated to local infrastructure improvements.

- **Identify the federal, state, and local resources expected to be made available to address the needs identified in the plan. Federal resources should include Section 8 funds made available to the jurisdiction, Low-Income Housing Tax Credits, and competitive McKinney-Vento Homeless Assistance Act funds expected to be available to address priority needs and specific objectives identified in the strategic plan.**

It is anticipated that federal funds allocated to the City from the U.S. Department of Housing and Urban Development's Community Development Block Grant program will provide the majority of resources aimed at addressing the needs identified in this Annual Action Plan. Local resources will include time and effort from staff, management, elected officials, and volunteers that participate in the decision-making and citizen involvement aspects of the City's CDBG program activities. Staff representatives from Finance, Fire, Capital Projects, Community Development, and other departments will participate in the delivery of local standards for completing infrastructure improvements and housing activities.

## **Managing the Process**

### **1. Identify the lead agency, entity, and agencies responsible for administering programs covered by the consolidated plan.**

The City of Pearland is the lead agency for the CDBG program. The City's Finance Department will continue to oversee the planning and implementation of all CDBG-funded projects. Community development projects, such as parks acquisition/ enhancement, infrastructure and facility improvements, will be managed in-house by the appropriate City department. Public service projects will be managed by nonprofit subrecipient agencies under contract with the City. All projects will be monitored by the Finance Department, which will provide direct administration of all CDBG funding/financing.

### **2. Identify the significant aspects of the process by which the plan was developed, and the agencies, groups, organizations, and others who participated in the process.**

For PY 2015 the City used the 2<sup>nd</sup> Consolidated Plan's needs and priorities to set its current year focus. Since these are very similar to those outlined in the 1<sup>st</sup> Consolidated Plan, the activity focus is also similar. The Finance Department's CDBG Grants Coordinator met with staff from other City departments to determine priority projects for the PY 2013 funding cycle. Each project falls within the priorities set forth in the 5-Year Consolidated Plan and addresses the needs of the CDBG Target Areas and low- to moderate-income residents. A budget for the projects was developed and presented to the City Manager along with the scope of each project.

In addition, the City sent emails to public service and housing agencies in the area, as well as posting information about the application process on the City's website and various social

media, explaining the CDBG program and inviting them to apply for subrecipient funds and providing a copy of the grant application. Also included was an invitation to the first public hearing and pre-application workshop. The public hearing focused on the CDBG process and asked the attendees for their determination of priority needs in the areas of housing, special needs populations (including homeless), public services and community development. The pre-application workshop, which immediately followed the public hearing, included a round-table discussion with attending agencies and answers to questions regarding project scope, beneficiaries and funding availability. The agreed-upon infrastructure/improvement and public service projects were then presented to City Council for approval prior to the release of the Annual Action Plan.

A second public hearing was held during the 30-day public comment period for the Consolidated Plan and Action Plan, giving attendees the opportunity to comment on the priorities developed and the proposed allocation of funds. Both public hearings included a section on the Fair Housing Act and fair housing issues. Both public hearings were advertised in the first section of the general circulation newspaper for Pearland. A copy of each ad is included in the attachments.

A second City Council meeting included the Annual Action Plan's proposed projects for approval. The City Council agenda is posted for public review before each meeting and there is a time for citizen comments at each meeting. At that time residents were afforded the opportunity to speak at both of the City Council meetings regarding the proposed funding allocations and Annual Action Plan.

### **3. Describe actions that will take place during the next year to enhance coordination between public and private housing, health, and social service agencies.**

Code Enforcement and housing rehabilitation activities will enhance coordination between local social service agencies, neighborhood organizations, and the City.

## **Citizen Participation**

### **1. Provide a summary of the citizen participation process.**

The Citizen Participation process will continue to be an on-going element of the CDBG program. Each year, the City makes a concerted effort to involve the residents in all of its planning activities. In preparation for PY 2015, the City hosted two public hearings and a pre-application workshop for public service providers. Both public hearings and the workshop were advertised in the front section of the general circulation newspaper and posted on the City's website.

The two public hearings were conducted at or after 6:00 PM to allow participation by residents that work during the day. The public hearings included an overview of the CDBG process with time given to receive the comments of every attendee regarding housing, special population, community development and fair housing issues in Pearland. There was an opportunity for discussion on better ways to collaborate and reach more residents with services and opportunities to become involved in CDBG planning.

The first public hearing was in conjunction with the pre-application workshop for potential

subrecipients. The second public hearing was conducted in conjunction with the release of the Con-Plan and Annual Action Plan for 30-day public comment and a copy of the plans were available for review and comment at the hearing. A copy of the notices and the Power Point presentations are included in the attachments.

In addition to the public hearings, the City staff presented the funding recommendations, Con-Plan priorities, and later the Action Plan, to City Council for review, comment and approval. The City Council agenda is available to the public and anyone wishing to speak on a topic is welcome. This afforded two more opportunities for residents and service providers to speak publicly about the needs in Pearland. The Action Plan was scheduled for approval by City Council on July 27, 2015.

The City has attended various meetings of public service agencies and provided information and contacts for them to share with their staff, volunteers and program participants regarding the CDBG program. The City is committed to working with public service agencies in identifying needs, priorities, funding opportunities and opportunities to collaborate. One of the most effective avenues to involving residents in the planning process is through the agencies that directly serve them.

Pearland will continue to encourage citizen participation, with particular emphasis on participation by persons of very-low, low, and moderate income and those who are residents of target areas in which funds are allocated or proposed to be allocated.

## **2. Provide a summary of citizen comments or views on the plan.**

1. June 24, 2015: Local resident "S. Murphy" from Pearland home address in zip code 77581 commented: "Professional and all questions have been answered."
2. June 24, 2015: Local stakeholder, non-resident attendee at Public Hearing #2 commented: "Very professional presentation, all questions answered."

## **3. Provide a summary of efforts made to broaden public participation in the development of the consolidated plan, including outreach to minorities and non-English speaking persons, as well as persons with disabilities.**

The City of Pearland has been involved in the public participation process and has relied on the social service agencies to assist in outreach to the community, particularly minorities, non-English speakers, elderly and persons with disabilities. The social service agencies were asked to provide to their program participants information about CDBG and contact information and notices of public hearings.

The City will continue to attempt to host public hearings in different locations around the City in future years, particularly in CDBG Target Areas and/or buildings housing subrecipient agencies. The City will make information available at the public venues and will provide meeting and public hearing notices to agencies for their consumers. The Mayor and City Council are also ambassadors into the community to garner more public participation.

## **4. Provide a written explanation of comments not accepted and the reasons why these comments were not accepted.**

\*Please note that Citizen Comments and Responses may be included as additional files within the CPMP Tool.

The City's policy is to accept all comments and consider them in developing the Annual Action Plan or other CDBG plans and activities.

## **Institutional Structure**

### **1. Describe actions that will take place during the next year to develop institutional structure.**

The City of Pearland manages the CDBG program through the Finance Department and its Grants Coordinator. By assigning a centralized person to investigate, apply for and manage grants for the City, the Finance Department has been able to increase efficiency and use multiple funding streams to create a more comprehensive approach to serving the low- to moderate-income in Pearland. To ensure that the HUD regulations were followed and that the program ran smoothly, the City contracted with a consultant who has more than a decade of CDBG experience.

The consultant worked closely with the city staff and has now stepped back for the Grants Coordinator to take a more comprehensive role in managing the program. During PY 2014, the Grants Coordinator will continue to attend HUD-sponsored workshops and trainings, to work closely with the City's HUD representative and to provide technical assistance to other City staff members and subrecipients.

## **Monitoring**

### **1. Describe actions that will take place during the next year to monitor its housing and community development projects and ensure long-term compliance with program requirements and comprehensive planning requirements.**

The City of Pearland's monitoring strategy is designed to assist staff in fulfilling its regulatory obligation in monitoring subrecipients, including City departments, as well as assist subrecipients in best serving their consumers. The primary purpose for this monitoring strategy is to ensure proper program performance, financial performance and regulatory compliance in accordance with HUD Regulations. The secondary purpose is to ensure that the funded agencies are providing the best and most cost effective services possible and that they are positioned to access additional funding from non-HUD sources.

Staff monitors to ensure that each subrecipient is adhering to its approved scope of service, budget and schedule of service. Lags in spending or in submission of reimbursement requests result in additional monitoring actions or staff support provided to subrecipients in the form of technical assistance. Each subrecipient and City department must also abide by the regulatory guidelines set forth by HUD in providing benefits to low-moderate income persons and/or eliminating a slum or blighted condition.

The monitoring process is an on-going one of planning, implementation, communication and follow-up. Under normal circumstances, on-site monitoring is conducted semi-annually. However, if the activity or program is considered to have a high-risk of non-compliance, a more frequent monitoring schedule is developed. High risk programs include housing rehabilitation, economic development programs undertaken by any subrecipient for the first time, and programs undertaken by an agency or department with a history of staff turnovers, reporting problems, or monitoring findings.

Additionally, all subrecipients must submit reimbursement requests at least quarterly, though are encouraged to submit monthly. These packets include information regarding clients served, agency organization, Board meetings, agency activities as well as actual financial requests. The packets are reviewed by the staff member in charge of CDBG and the Director of Finance before any reimbursements are made.

Monitoring provides a basis for assessing a program's operations and identifying problems. Another goal of monitoring is to obtain ongoing data for use in determining program achievement and success. Evaluations summarize monitoring findings and program goals, and measure progress toward those goals during the provision of services.

Clear record keeping requirements for programs are essential for grant accountability. Responsibility for maintaining many of the records is assigned to the subrecipients. This includes responsibility for documenting activities with special requirements, such as necessary determinations, income certifications or written agreements with beneficiaries, where applicable.

The monitor(s) make site visits to the activities or projects of each subrecipient. The monitoring process consists of the monitors examining time records, randomly selecting client files, financial records, Federally-funded equipment and machinery.

At the beginning of each Program Year, the staff meets with each subrecipient to provide reporting forms, discuss expectations and enter into a 12-month contract for services. A pre-monitoring contact is made with the designated person(s) of the subrecipient agency to discuss the overall expectations, information to be viewed and site visits. This also allows staff an opportunity to discuss solutions to possible problems that may have occurred from past experiences with a particular subrecipient.

The procedure for conducting the monitoring consists of the following:

1. Prior to the actual award contracts, the staff holds one-on-one workshops for all subrecipients. At that time monitoring procedures, reporting procedures and expectations are discussed and reporting forms provided in hard-copy and electronic formats.
2. Mid-year, each subrecipient is notified of a date, time and place for a monitoring visit and the information to be viewed and discussed.
3. A conference is held with a Board Member or Executive Director and their designated staff members who are working with the activity being funded.
4. The actual monitoring visit is conducted by completing the monitoring interview form, and viewing documentation. If applicable, had there been housing rehabilitation completed, the monitors would have visited each house receiving HUD-funded repair.
5. Monitoring visits conclude with monitor(s) advising the subrecipient of any deficiencies.

6. Within 10 business days, the City provides the subrecipient agency with written notice via mail or email of the results of the monitoring and corrective measures, if any, to be taken. Any agency with deficiencies is given 30 days to make the necessary changes and document the corrections.
7. Prior to the approval of any payments, the staff reviews all reimbursement requests and back-up documentation for accuracy, eligibility of activities/clientele and proper supporting information. Any errors or deficiencies are reported to the subrecipient and the documentation corrected and resubmitted.

Subrecipients are required to submit the following forms before reimbursements can be made:

- Monthly Beneficiary, Progress and Expenditure Reports provide quarterly information and are due to the City no later than the 10<sup>th</sup> day of the month following each quarter.
- Any subrecipient that expends \$500,000 or more in federal funds in one (1) year must have an independent audit performed which complies with the OMB Circular A-133 Single Audit Act. This does not impact any of Pearland's subrecipients at this time, but the City reviews each subrecipient's budget at the time of annual application to ensure that A-133 does not apply or to require the single audit if it does apply.

### **Lead-based Paint**

- 1. Describe the actions that will take place during the next year to evaluate and reduce the number of housing units containing lead-based paint hazards in order to increase the inventory of lead-safe housing available to extremely low-income, low-income, and moderate-income families, and how the plan for the reduction of lead-based hazards is related to the extent of lead poisoning and hazards.**

The City of Pearland is now proposing housing rehabilitation projects that could lead to the evaluation or reduction of the number of housing units containing lead-based paint hazards. The City will provide information on lead poisoning to all social service agencies. The City will encourage the agencies to use the information to educate their clients and program participants. Any and all rehabilitation activities will include the proper measures to remediate violations of laws addressing the hazards presented by lead-based paint.

## **HOUSING**

### **Specific Housing Objectives**

\*Please also refer to the Housing Needs Table in the Needs.xls workbook.

- 1. Describe the priorities and specific objectives the jurisdiction hopes to achieve during the next year.**

A major priority for the City during PY 2014 was to implement code enforcement and single family home rehabilitation programs for CDBG funded in PY 2014. As the City has grown and more new homes have become available, small numbers of older homes have become neglected.

The City charged itself with enforcing more code violations in low-moderate income target areas and encouraging low-moderate income homeowners to bring dilapidated residential and commercial properties into compliance with local code, all beginning in PY 2014. The City will continue Code Enforcement and Single Family Housing Rehab activities in PY 2015.

**2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.**

The City of Pearland is within the Brazoria County Housing Authority jurisdiction and the City will refer City residents to BCHA to apply for Section 8 vouchers. Additionally, because the City is no longer under the jurisdiction of the County's HOME program, community stakeholders have encouraged a local housing nonprofit to become a State of Texas CHDO to expand its inventory of housing for the disabled.

### **Needs of Public Housing**

**1. Describe the manner in which the plan of the jurisdiction will help address the needs of public housing and activities it will undertake during the next year to encourage public housing residents to become more involved in management and participate in homeownership.**

There is no public housing in Pearland and the only Public Housing Authority that serves the Pearland area, is the Brazoria County Housing Authority, which provides Section 8 Housing Choice Vouchers only. As part of the administrative process, the City will continue to refer citizens to Brazoria County Housing Authority to ensure access by Pearland residents to the Section 8 program. Currently, only one apartment complex accepts Section 8 vouchers and the City will continue to assist BCHA in educating other apartment managers about the program and encourage them to accept the housing choice vouchers.

**2. If the public housing agency is designated as "troubled" by HUD or otherwise is performing poorly, the jurisdiction shall describe the manner in which it will provide financial or other assistance in improving its operations to remove such designation during the next year.**

***Not Applicable – Brazoria County Housing Authority is not troubled***

### **Barriers to Affordable Housing**

**1. Describe the actions that will take place during the next year to remove barriers to affordable housing.**

**Fair Housing Choice:** The Census Bureau and HUD collaborate each decade to provide a set of Comprehensive Housing Affordability Strategy (CHAS) tables detailing the number of units with one or more housing problems. Housing problems are defined in the CHAS as overcrowding, without complete kitchen or plumbing, and/or housing cost burden. The CHAS data are available for housing problems for the disabled and minorities for Pearland. Approximately 40 percent of all physically disabled renters are living in housing with housing problems. Just over half (52.4%) of the African American renters and 35.9 percent of the Hispanic renters had housing problems in 2000. The CHAS data for disabled and minority do not differentiate between cost burdens and structural problems, however, based on the age of the housing stock and the small number of units overall lacking some plumbing or kitchen facilities, it can be assumed that the vast majority of the housing problems are cost burdens and/or overcrowding.

Considerably fewer elderly homeowners (18.2%) than elderly renters had housing problems. Likewise, 30.5 percent of African American homeowners and 26 percent of Hispanic homeowners had housing problems, compared with 52.4 percent and 35.9 percent respectively for renters. While 40.4 percent of physically disabled renters had housing problems, 23.5 percent of owners had similar problems.

**Table 5 – Housing Problems by Elderly, Ethnicity and Disability\***

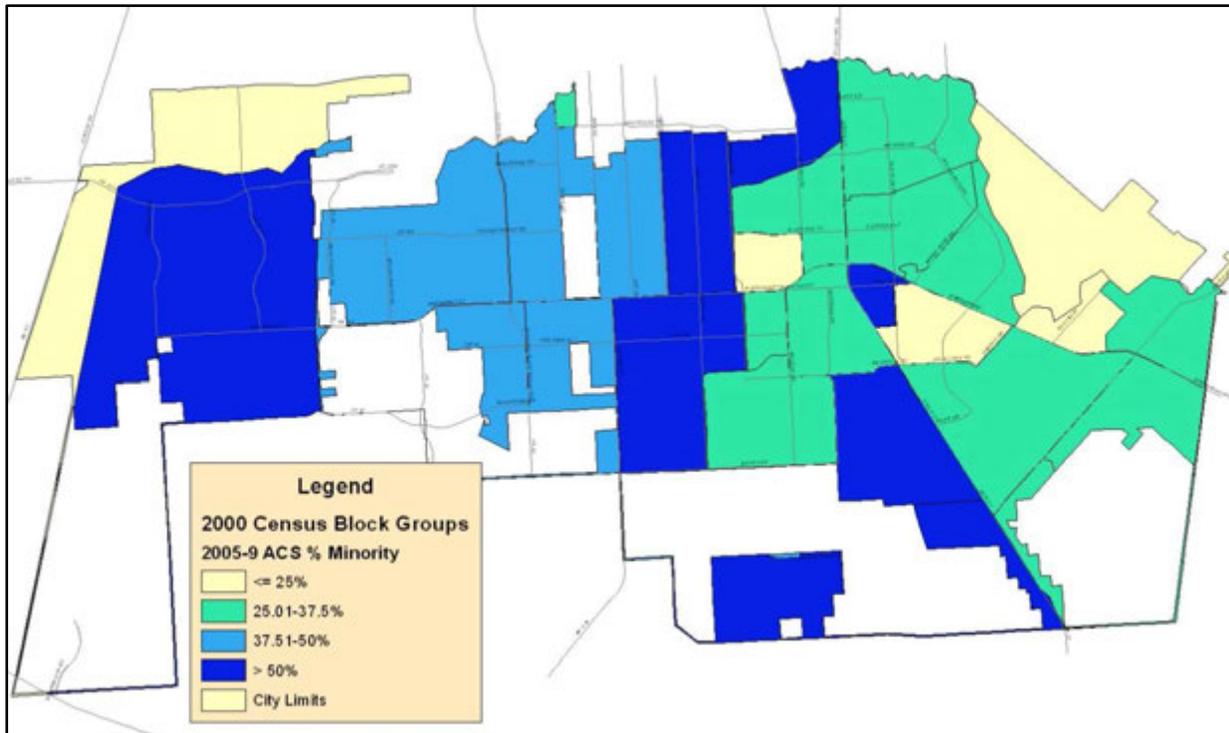
| Total Households        |                 | All HHs | Disabled | African American | Hispanic |
|-------------------------|-----------------|---------|----------|------------------|----------|
|                         | Elderly Renters | 248     | 149      | 0                | 40       |
| Other Renters           | 2,409           | 235     | 105      | 403              |          |
| Elderly Owners          | 1,807           | 596     | 15       | 68               |          |
| Other Owners            | 8,684           | 779     | 494      | 1,025            |          |
| Total                   | 13,148          | 1,759   | 614      | 1,536            |          |
| % With Housing Problems | Elderly Renters | 46.0    | 33.6     | 0.0              | 50.0     |
|                         | Other Renters   | 35.7    | 44.7     | 52.4             | 34.5     |
|                         | Elderly Owners  | 18.2    | 23.3     | 100.0            | 5.9      |
|                         | Other Owners    | 17.3    | 23.6     | 30.5             | 27.3     |
|                         | Total           | 21.3    | 27.2     | 34.2             | 28.8     |

*\*Summarized from CHAS tables for Elderly, Disabled and by Ethnicity*

African Americans and physically disabled had a minor, yet duly notable, disproportionate share of housing with problems – either cost burdens, overcrowding, structural issues or any combination of these problems. Hispanic homeowners also had a disproportionate share of housing with problems. It should be noted, however, that the disproportion in percentages with housing problems is a factor of the low number of total units in those categories.

*Areas of Minority Concentration and Programs Addressing the Needs of Protected Classes:* The map below shows the percent minority population by block group from the 2005-2009 American Community Survey of the Census Bureau.

**Figure 4 – 2005-2009 Average Percent Minority Population**



The City will expend \$238,768 (74.83%) of the PY 2015 allocation on code enforcement activities, single family residential housing rehabilitation, and the replacement of Transite Waterlines in a CDBG Target Area with a minority population that is greater than 50%.

*Utilization of CDBG funds for Fair Housing Activities:* The City will utilize CDBG administration funds for Fair Housing activities through educational materials related to Fair Housing that are discussed at the public hearings held in connection with the CDBG program. In 2012, the City submitted a new Consolidated Plan and Analysis of Impediments to Fair Housing Choice/Fair Housing Plan and both documents contain as much public input as possible, including surveys of resident and stakeholders/advocates in the services, housing choice and policies regarding all protected classes.

In PY 2015, the City will provide the public with information and awareness materials designed to affirmatively further fair housing in Pearland. All materials will be posted on the City's website upon Council approval. Information about fair housing choice will also be posted on the City's website and during Fair Housing Month, and will also be disseminated to citizens via the City's municipal access channel. The City will make HUD's brochure and complaint form available upon request. The public library and each of the subrecipients' offices are other locations that complaint forms are made available to citizens.

*Activities relating to affirmatively furthering fair housing:* The City submitted its Analysis of Impediments to Fair Housing to HUD in November of 2012 and is committed to Affirmatively Furthering Fair Housing with 5% of its Program Planning and Administration funds being

devoted to Fair Housing Activities. Staff will dedicate this percentage of time towards the development of educational information documenting Fair Housing laws that will be distributed via the City's website and investigate the need to enhance or improve the City's capacity for responding to complaints about Fair Housing matters.

The City presents the Action Plan and other HUD-required evaluation and outcome measurement reports, including but not limited to the CAPER, Consolidated Plan, and Environmental Review Record, in English. However, public notices and other advertisements relative to the Citizen Participation Plan (CPP) are produced to serve non-English speaking populations and the City announces its preparedness to provide translation services upon request if Spanish, Asian, Indian or disabled language barriers require such efforts. Visually-impaired citizens of the jurisdiction may request that staff read the document(s) to them, or an audio-recording of these documents can be provided. The City will work towards achieving the following strategies to address public and private impediments to fair housing as identified in its Analysis of Impediments to Fair Housing. Others unaddressed in this Action Plan will be addressed in following years.

### **Local Codes, Ordinances and Policies; Public Facilities/Infrastructure; and Housing**

- During 2015, Pearland will determine the benefits of developing a Fair Housing local ordinance, based on its review ordinances of other Texas cities in PY 2014.
- The City of Pearland will continue to work with Brazoria County and Houston-Galveston Area Council in the development of a regional transportation plan.
- The City of Pearland will continue to provide infrastructure and facility improvements and upgrades to CDBG Target Areas, which are those neighborhoods of lowest income; some of which may have high concentrations or protected classes.
- The City of Pearland will work with Brazoria Housing Authority and Pearland landlords to make referrals to the Brazoria Housing Authority for any resident wishing Section 8 and any landlord wishing to accept Section 8 vouchers.
- The City of Pearland will participate in the development process of private subsidized units for the elderly and disabled, and will certify those which are consistent with the Consolidated Plan, zoning ordinance and building codes.
- In the event that any complaints involving deed restrictions come to the City's attention, the Fair Housing Officer will assist the complainant in completing HUD's Fair Housing Complaint form and will refer the complainant to the Houston Field Office of HUD.

### **HOME/ American Dream Down payment Initiative (ADDI)**

1. Describe other forms of investment not described in § 92.205(b).
2. If the participating jurisdiction (PJ) will use HOME or ADDI funds for homebuyers, it must state the guidelines for resale or recapture, as required in § 92.254 of the HOME rule.

3. If the PJ will use HOME funds to refinance existing debt secured by multifamily housing that is that is being rehabilitated with HOME funds, it must state its refinancing guidelines required under § 92.206(b). The guidelines shall describe the conditions under which the PJ will refinance existing debt. At a minimum these guidelines must:
  - a. Demonstrate that rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing.
  - b. Require a review of management practices to demonstrate that disinvestments in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving the targeted population over an extended affordability period can be demonstrated.
  - c. State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.
  - d. Specify the required period of affordability, whether it is the minimum 15 years or longer.
  - e. Specify whether the investment of HOME funds may be jurisdiction-wide or limited to a specific geographic area, such as a neighborhood identified in a neighborhood revitalization strategy under 24 CFR 91.215(e)(2) or a Federally designated Empowerment Zone or Enterprise Community.
  - f. State that HOME funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.
  
4. If the PJ is going to receive American Dream Down payment Initiative (ADDI) funds, please complete the following narratives:
  - a. Describe the planned use of the ADDI funds.
  - b. Describe the PJ's plan for conducting targeted outreach to residents and tenants of public housing and manufactured housing and to other families assisted by public housing agencies, for the purposes of ensuring that the ADDI funds are used to provide down payment assistance for such residents, tenants, and families.
  - c. Describe the actions to be taken to ensure the suitability of families receiving ADDI funds to undertake and maintain homeownership, such as provision of housing counseling to homebuyers.

***Not Applicable – City of Pearland is not a HOME Participating Jurisdiction***

# HOMELESS

## Specific Homeless Prevention Elements

\*Please also refer to the Homeless Needs Table in the Needs.xls workbook.

1. **Sources of Funds—Identify the private and public resources that the jurisdiction expects to receive during the next year to address homeless needs and to prevent homelessness. These include the McKinney-Vento Homeless Assistance Act programs, other special federal, state and local and private funds targeted to homeless individuals and families with children, especially the chronically homeless, the HUD formula programs, and any publicly-owned land or property. Please describe, briefly, the jurisdiction's plan for the investment and use of funds directed toward homelessness.**

The City of Pearland is not an ESG Participating Jurisdiction and no agency in Pearland is receiving State of Texas ESG funds. The City is within the service area of the Gulf Coast Homeless Coalition but no homeless agencies serving Pearland are funded through Supportive Housing, Shelter Plus Care or SRO Moderate Rehabilitation. The City of Pearland has no shelter or transitional living beds.

In May 2011, the Gulf Coast Homeless Coalition voted to discontinue its Continuum of Care process so that its counties – Galveston, Brazoria, Liberty and Chambers would come under the "Balance of State" program for the Continuum of Care. This will allow non-funded agencies to apply for new Continuum of Care dollars through the Texas Homeless Network. The City of Pearland assisted Pearland nonprofits, particularly Forgotten Angels and Petra, with any local data or statistics required to submit their application to Texas Homeless Network for inclusion in the PY 2011 Continuum of Care application.

There are 64 shelter beds in Brazoria County, with only 16 in the northern half of the county near Pearland, all for female victims of domestic violence and their children. The Salvation Army in Freeport, approximately 50 miles from Pearland, is the only shelter within Brazoria County for men. There are only 5 transitional living beds in Brazoria County. Funding for these projects come from a variety of non-HUD sources. It can be expected that approximately 4 of these northern Brazoria County beds will continue to serve Pearland residents, providing a total of \$8,000 a month or \$96,000 a year in homeless services to the residents of Pearland.

Gulf Coast Center, the area's MHMR agency does receive McKinney-Vento funds for permanent housing for the chronically mentally ill homeless but neither project is located in or near Pearland. The Gulf Coast Center has 15 permanent supportive housing beds through the Continuum of Care funding process and Pearland residents are eligible for the program. However, it is anticipated that no Pearland resident will enroll in the program. While the Gulf Coast Center serves Galveston and Brazoria Counties, it focuses its housing and resources on the City of Galveston.

Forgotten Angels provides nine single family group homes for adults with mental disabilities to prevent them from becoming homeless. Each home houses three to six individuals and is supported through a variety of private funding sources. The agency is investigating the potential of accessing other state and federal funds to construct a multi-family supportive housing project for this clientele as well as to construct a transitional living center for

adjudicated youth and those aging out of the foster care system. The development of these two projects will involve several years and several sources of funding.

The Pearland Neighborhood Center provides approximately \$200 per household to 250 Pearland households each year for emergency assistance in an attempt to help prevent homelessness. This translates into \$50,000 per year in homeless prevention. For PY 2014, 40% of this effort will be funded with CDBG dollars that are administered through the grantee.

**2. Homelessness—In a narrative, describe how the action plan will address the specific objectives of the Strategic Plan and, ultimately, the priority needs identified. Please also identify potential obstacles to completing these action steps.**

The City of Pearland receives no McKinney-Vento Homeless Assistance Act funds and no CDBG funds are allocated during this year for services directly to the homeless. However, the City is providing \$16,500 in CDBG funds to Pearland Neighborhood Center for emergency rental, utility and prescription assistance that is a form of homeless prevention. Pearland Neighborhood Center, through other sources, will be providing an estimated \$50,000 in additional emergency assistance for homeless prevention to residents of Pearland. This includes “food pantry” services that provide canned goods and other food items to low-income families and the homeless.

**3. Chronic homelessness—The jurisdiction must describe the specific planned action steps it has taken over the years aimed at eliminating chronic homelessness by 2013. Again, please identify barriers to achieving this.**

According to the Gulf Coast Homeless Coalition, there have been no identified chronically homeless in the City of Pearland. However, the City is committed to assisting housing and service providers in addressing the issue should individuals be identified. One of the causes of chronic homelessness is disability and the City of Pearland is providing CDBG funding to Forgotten Angels, Inc., an agency that provides group homes for mentally and physically disabled adults. By providing permanent supportive housing in a group home environment, Forgotten Angels helps in preventing chronic homelessness. Their nine homes provide supportive housing for approximately 36 disabled adults. The agency has a day center for its residents and non-resident disabled. The City has used CDBG funds to provide transportation to supportive services, medical appointments and other necessary appointments to those living in three of the group homes. In PY 2013, the City funded the completion of a 1,000 square foot expansion of the Day Habitation Center which provides supportive services to all of Forgotten Angels’ residents. In the past, the City has funded improvements to a bathroom, including an adult changing table; and the installation water and sewer lines to connect to existing City lines.

The City receives no ESG funds and no Pearland agency receives ESG, SHP, S+C or SRO Mod Rehab funding from the State of Texas or through the Continuum of Care. Without being an ESG Participating Jurisdiction and without a local homeless coalition responsive to the City's needs, the City and its agencies have no real access to any McKinney-Vento funding and without being a HOME Participating Jurisdiction or a local Housing Authority, the City has no access to providing subsidies or other options to make housing affordable to the homeless.

#### **4. Homelessness Prevention—The jurisdiction must describe its planned action steps over the next year to address the individual and families with children at imminent risk of becoming homeless.**

During PY 2015, the City will fund Pearland Neighborhood Center to provide emergency assistance to those in danger of homelessness. This short-term assistance will pay past-due rent for those facing eviction, utilities for those facing utility cut-offs, medications for those who must choose between paying for housing or prescription drugs. This will help to prevent homelessness, at least on a short-term basis.

Dilapidated housing conditions are growing, as growth in the amount of aging infrastructure and older homes occurs. The City's efforts to remediate the effects of neglect that stem from limited or non-existent financial capacity of older or low-moderate income homeowners will create more sustainable housing conditions, preventing the potential for homelessness that dilapidating housing conditions often result in. The goal of the City's program will be to remove unlivable, unsafe, and unhealthy housing conditions for those in Pearland that cannot afford to do so themselves.

In addition, repairs of eligible single family homes for low-moderate income owner-occupants, as well as code enforcement activities, will prevent and mitigate health and safety problems in structures that pose a threat to the "roof over the heads" of low-moderate income families in Pearland.

#### **5. Discharge Coordination Policy—Explain planned activities to implement a cohesive, community-wide Discharge Coordination Policy, and how, in the coming year, the community will move toward such a policy.**

The City of Pearland does not receive ESG, SHP, S+C or Section 8 SRO funds and does not have a discharge coordination policy. However, the City falls within the jurisdiction of the Gulf Coast Homeless Coalition which does have a discharge coordination policy as outlined in the Exhibit 1 of their annual CofC application and in the City's 5-Year Consolidated Plan. However, none of the CofC funds are expended in Pearland.

With the Continuum of Care process moving to Balance of State from the Gulf Coast Homeless Coalition, the City of Pearland will work with Texas Homeless Network to ensure that Pearland is included in the community-wide Discharge Coordination Policy. A Pearland agency, Petra, is working with the Darrington Unit of the Texas Department of Criminal Justice, located in Brazoria County. One aspect of the agency's efforts will be the provision of housing and supportive services for offenders exiting the Darrington Unit and remaining in the Pearland/Brazoria area.

## Emergency Shelter Grants (ESG)

(States only) Describe the process for awarding grants to State recipients, and a description of how the allocation will be made available to units of local government.

*Not Applicable*

## COMMUNITY DEVELOPMENT

### Community Development

\*Please also refer to the Community Development Table in the Needs.xls workbook.

1. Identify the jurisdiction's priority non-housing community development needs eligible for assistance by CDBG eligibility category specified in the Community Development Needs Table (formerly Table 2B), public facilities, public improvements, public services and economic development.

Through public participation, meeting with service providers and reviewing Census and other data, the City has determined which eligible services have a high, medium or low priority. The table below, extracted from the CPMP Needs table from the PY 2012-2016 Consolidated Plan, lists the activities and their priorities. Not all of the services, including those with a high priority, will be funded using CDBG dollars, but the City is committed to funding as many eligible projects that apply through the competitive grant process as possible. As more public service agencies build capacity, more services may be funded through CDBG.

The table below outlines the public service programs eligible under CDBG, the ones the City intends to fund during the next five years and the ones that the City will fund in PY 2015.

**Table 6 –Non-Housing Public Service Priorities**

|   |   |
|---|---|
| 03F Parks, Recreational Facilities 570.201(c)                     | H |
| 05A Senior Services 570.201(e)                                    | H |
| 05B Handicapped Services 570.201(e)                               | H |
| 05D Youth Services 570.201(e)                                     | H |
| 05E Transportation Services 570.201(e)                            | H |
| 05G Battered and Abused Spouses 570.201(e)                        | H |
| 05H Employment Training 570.201(e)                                | H |
| 05N Abused and Neglected Children 570.201(e)                      | H |
| 05Q Subsistence Payments 570.204                                  | H |
| 05 Public Services (General) 570.201(e)                           | M |
| 05F Substance Abuse Services 570.201(e)                           | M |
| 05I Crime Awareness 570.201(e)                                    | M |
| 05J Fair Housing Activities (if CDBG, then subject to 570.201(e)) | M |
| 05L Child Care Services 570.201(e)                                | M |
| 05M Health Services 570.201(e)                                    | M |

|   |   |
|---|---|
| 05O Mental Health Services 570.201(e)                             | M |
| 05R Homeownership Assistance (not direct) 570.204                 | M |
| 05S Rental Housing Subsidies (if HOME, not part of 5% 570.204     | M |
| 05T Security Deposits (if HOME, not part of 5% Admin c            | M |
| 05C Legal Services 570.201(E)                                     | L |
| 05K Tenant/Landlord Counseling 570.201(e)                         | L |
| 05P Screening for Lead-Based Paint/Lead Hazards Poison 570.201(e) | L |

Note: those items in dark green are being funded this year (as per table below).

**Table 7 – Public Service Funding for PY 2013**

| Projects                                    |   | Units of Measurement | Amount Allocated |
|---|---|----------------------|------------------|
| <b>Public Services (15% max = \$41,565)</b> |   |                      |                  |
| 05Q   | Pearland Neighborhood Center's Emergency Assistance - 2335 N. Texas Avenue, Pearland TX 77581 | 01-People: 50        | \$16,500         |
| <b>Subtotal</b>                             |   | <b>01-People: 50</b> | <b>\$16,500</b>  |

The table below outlines the priorities for capital projects and administrative tasks under the Non-Housing Community Development determination. As with the previous table, the dark green rows are the areas to be funded with PY 2015 CDBG funds.

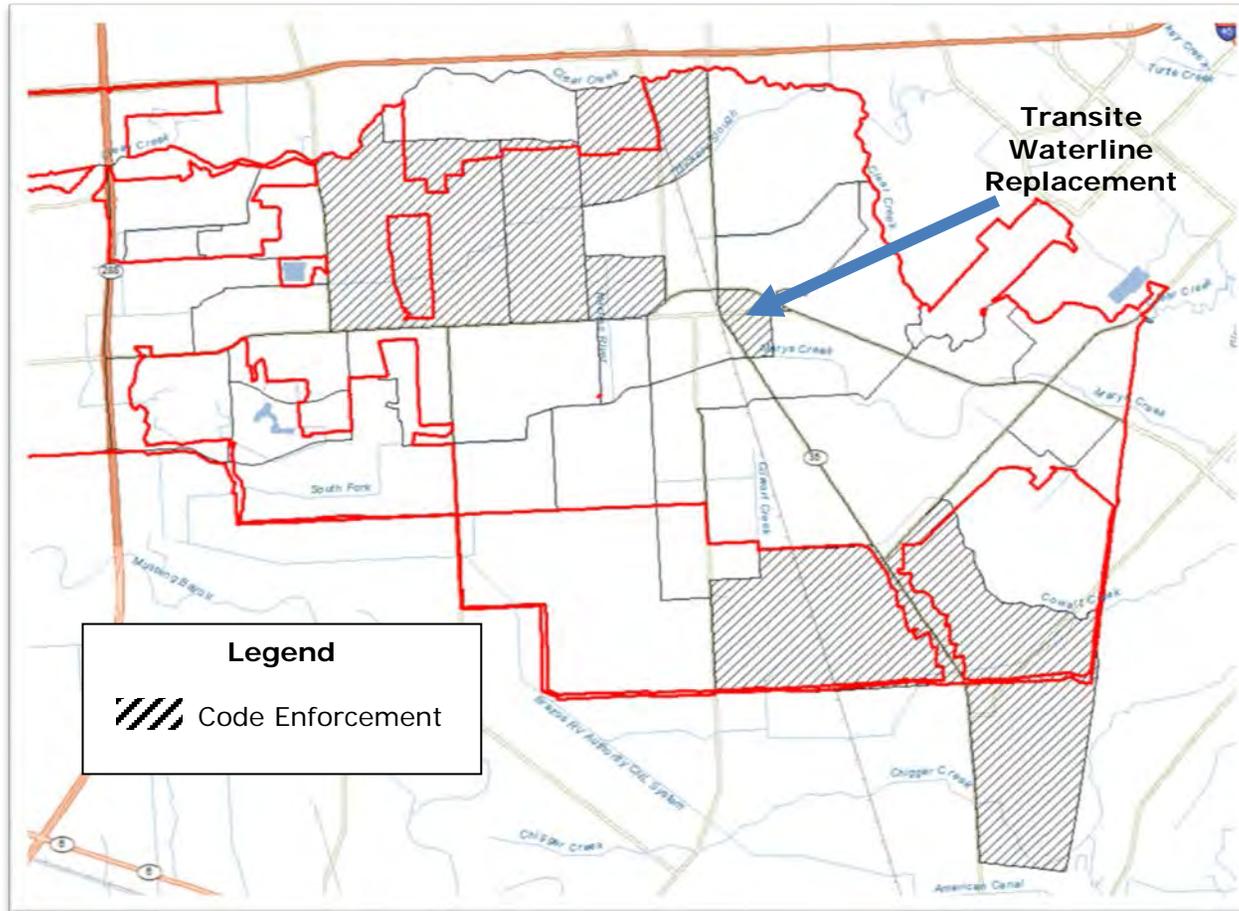
**Table 8 –High and Medium Priority Capital & Administrative Projects**

|  |   |
|--|---|
| 03A Senior Centers 570.201(c)                              | H |
| 03F Parks, Recreational Facilities 570.201(c)              | H |
| 03I Flood Drain Improvements 570.201(c)                    | H |
| 03K Street Improvements 570.201(c)                         | H |
| 03L Sidewalks 570.201(c)                                   | H |
| 19C CDBG Non-profit Organization Capacity Building         | H |
| 21A General CDBG Administration                            | H |
| 21D Fair Housing Activities                                | H |
| 03 Public Facilities and Improvements (General) 570.201(c) | M |
| 03B Handicapped Centers 570.201(c)                         | M |
| 03D Youth Centers 570.201(c)                               | M |
| 03E Neighborhood Facilities 570.201(c)                     | M |
| 03J Water/Sewer Improvements 570.201(c)                    | M |
| 03M Child Care Centers 570.201(c)                          | M |
| 03O Fire Stations/Equipment 570.201(c)                     | M |
| 04 Clearance and Demolition 570.201(d)                     | M |
| 06 Interim Assistance 570.201(f)                           | M |
| 10 Removal of Architectural Barriers 570.201(k)            | M |
| 12 Construction of Housing 570.201(m)                      | M |
| 13 Direct Homeownership Assistance 570.201(n)              | M |
| 14A Rehab: Single-Unit Residential 570.202                 | M |
| 14I Lead-Based/Lead Hazard Test/Abate 570.202              | M |
| 15 Code Enforcement 570.202(c)                             | M |
| 17B CI Infrastructure Development 570.203(a)               | M |

19D CDBG Assistance to Institutes of Higher Education | M

*Note: those items in dark green are being funded this year as per the map and table below.*

Figure 5 – Location of PY 2015 Infrastructure & Facility Projects



**Table 9 – Area Benefit Activity By Census Tract Block Group**

| <b>Project</b>            | <b>Census Tract</b> | <b>Block Group</b> | <b>Total Population</b> | <b>Low-Mod Income Population</b> | <b>% Low-Mod Income</b> |
|---------------------------|---------------------|--------------------|-------------------------|----------------------------------|-------------------------|
| Code Enforcement          | 660200              | 1                  | 550                     | 245                              | 44.55%                  |
|                           | 660300              | 1                  | 745                     | 505                              | 67.79%                  |
|                           | 660500              | 2                  | 1,045                   | 565                              | 54.07%                  |
|                           | 660500              | 4                  | 1,505                   | 655                              | 43.52%                  |
|                           | 660500              | 5                  | 1,965                   | 810                              | 41.22%                  |
|                           | 660500              | 6                  | 2,665                   | 1,250                            | 46.90%                  |
|                           | 660702              | 3                  | 1,085                   | 590                              | 54.38%                  |
|                           | 660900              | 1                  | 1,585                   | 1,105                            | 69.72%                  |
|                           | 660900              | 3                  | 1,500                   | 950                              | 63.33%                  |
|                           | 660900              | 4                  | 1,315                   | 1,080                            | 82.13%                  |
| <b>Totals</b>             |                     |                    | <b>13,960</b>           | <b>7,755</b>                     | <b>56.76%</b>           |
| AC Waterline Replacements | 660300              | 1                  | 745                     | 505                              | 67.79%                  |
| <b>Totals</b>             |                     |                    | <b>745</b>              | <b>505</b>                       | <b>67.79%</b>           |

**2. Identify specific long-term and short-term community development objectives (including economic development activities that create jobs), developed in accordance with the statutory goals described in section 24 CFR 91.1 and the primary objective of the CDBG program to provide decent housing and a suitable living environment and expand economic opportunities, principally for low- and moderate-income persons.**

**\*Note:** Each specific objective developed to address a priority need, must be identified by number and contain proposed accomplishments, the time period (i.e., one, two, three, or more years), and annual program year numeric goals the jurisdiction hopes to achieve in quantitative terms, or in other measurable terms as identified and defined by the jurisdiction.

The long-term and short-term objectives for the City of Pearland include objectives to be funded by CDBG and those to be carried out through other funding mechanisms, such as the City's General Fund and various regional nonprofits and foundations. The City's primary objectives are:

- Increase education to qualify for jobs
- Enhance infrastructure (drainage, sidewalks, streets, park space) to enhance suitable living environment
- Provide services to disabled, homeless, elderly and low-income residents
- Provide an environment to support the availability of affordable and fair housing.

During PY 2015, the City will be funding projects that improve infrastructure, and provide supportive services (job training, emergency assistance).

**Table 10 – Projects by National Objectives and Outcome Categories**

| National Objectives                                     | National Outcome Categories   |  |  | PY 15 Numbers to be Served |
|---|---|--|--|----------------------------|
|   | Outcome 1: Availability/ Accessibility  | Outcome 2: Affordability   | Outcome 3: Sustainability  |                            |
| <b>Primary Objective: Suitable Living Environment</b>   |   | Funding of Code Enforcement activities and single family residential housing rehabilitation programs | Funding of Code Enforcement activities and single family residential housing rehabilitation programs | 13,960 people              |
|   | Funding of Public Service to improve availability & accessibility to needed assistance through emergency subsistence assistance | Funding of Public Services to improve affordability of utilities, rent and prescriptions             |  | 50 people                  |
| <b>Secondary Objective: Suitable Living Environment</b> | Funding to replace 4,941 linear feet of AC Waterlines in the City's Old Townsite area   |  | Funding to replace 4,941 linear feet of AC Waterlines in the City's Old Townsite area                | 745 people                 |

The Table below, extracted from the CPMP Needs Table, outlines the specific objectives by matrix code.

**Table 11 – 5-Year and Current Year Objectives for Anticipated Community Development Activities**

| Activity                           | Accomplishment Units               | Goals  |              |
|------------------------------------|------------------------------------|--------|--------------|
|                                    |                                    | 5-Year | Current Year |
| 05Q Subsistence Payments           | 01-People                          | 200    | 50           |
| 03J Water/Sewer                    | 01-People                          | 745    | 745          |
|                                    | 11-Public Facilities (Linear Feet) | 4,941  |              |
| 14A Rehab: Single Unit Residential | 01-People                          | 30     | 10           |
| 15 Code Enforcement                | 01-People                          | 13,960 | 13,960       |
| <b>Total</b>                       | <b>14,755</b>                      |        |              |

## Antipoverty Strategy

### 1. Describe the actions that will take place during the next year to reduce the number of poverty level families.

The City of Pearland’s anti-poverty strategy is not only aimed at lifting existing residents out of poverty but also preventing others from falling into poverty. Poverty is a two-edged sword – lack of income and high costs of living. Therefore, the 5-year strategy is aimed at helping residents increase their incomes and reduce their costs of living. During PY 2015, the strategies will be:

**Living Costs:** The City of Pearland will fund Pearland Neighborhood Center to provide emergency assistance and homeless prevention activities in Pearland through their emergency rental, utility and prescription assistance program.

In addition, the City will assist with the repair and rehabilitation of local housing owned and occupied by low-moderate income residents in Pearland, upon eligibility review and approval of the applicants.

**Other:** The City of Pearland is committed to referring citizens to Brazoria County Housing Authority for its Section 8 Housing Choice Voucher Program. By educating Pearland residents and apartment complexes about the program, more Pearland citizens will be able to take advantage of Section 8 without having to relocate to other areas of the county.

## NON-HOMELESS SPECIAL NEEDS HOUSING

## **Non-homeless Special Needs (91.220 (c) and (e))**

\*Please also refer to the Non-homeless Special Needs Table in the Needs.xls workbook.

- 1. Describe the priorities and specific objectives the jurisdiction hopes to achieve for the period covered by the Action Plan.**

The City is not in a financial position, given the limited CDBG funds, to support housing options for any of the special needs populations. However, it places a high priority on both housing and supportive services to these populations.

- 2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.**

The City will continue to conduct facility reviews of its CDBG subrecipients for compliance with ADA and Section 504 of the Rehabilitation Act. Agencies are committed to improving their facilities in ways that increase accessibility to their programs and services.

## **Housing Opportunities for People with AIDS**

\*Please also refer to the HOPWA Table in the Needs.xls workbook.

- 1. Provide a Brief description of the organization, the area of service, the name of the program contacts, and a broad overview of the range/ type of housing activities to be done during the next year.**
- 2. Report on the actions taken during the year that addressed the special needs of persons who are not homeless but require supportive housing, and assistance for persons who are homeless.**
- 3. Evaluate the progress in meeting its specific objective of providing affordable housing, including a comparison of actual outputs and outcomes to proposed goals and progress made on the other planned actions indicated in the strategic and action plans. The evaluation can address any related program adjustments or future plans.**
- 4. Report on annual HOPWA output goals for the number of households assisted during the year in: (1) short-term rent, mortgage and utility payments to avoid homelessness; (2) rental assistance programs; and (3) in housing facilities, such as community residences and SRO dwellings, where funds are used to develop and/or operate these facilities. Include any assessment of client outcomes for achieving housing stability, reduced risks of homelessness and improved access to care.**
- 5. Report on the use of committed leveraging from other public and private resources that helped to address needs identified in the plan.**
- 6. Provide an analysis of the extent to which HOPWA funds were distributed among different categories of housing needs consistent with the geographic distribution plans identified in its approved Consolidated Plan.**

7. Describe any barriers (including non-regulatory) encountered, actions in response to barriers, and recommendations for program improvement.
8. Please describe the expected trends facing the community in meeting the needs of persons living with HIV/AIDS and provide additional information regarding the administration of services to people with HIV/AIDS.
9. Please note any evaluations, studies or other assessments that will be conducted on the local HOPWA program during the next year.

*Not Applicable – City of Pearland receives no HOPWA funding*

### **Specific HOPWA Objectives**

Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by the Action Plan.

*Not Applicable – City of Pearland receives no HOPWA funding*

## Other Narrative

Include any Action Plan information that was not covered by a narrative in any other section.

# Attachments

Attachments are not included in the draft version of the Annual Action Plan, but will include the following information/documentation upon submission to the City's governing body for final action, and upon submission to HUD.

The following will be included at that time:

- PY 2015 Projects from CPMP Excel file
- Certifications
- Copies of Public Notices
- Power Point Presentations
- Public Services Subrecipient Application packet

## CITY OF PEARLAND CDBG ACTION PLAN FISCAL YEAR 2016 READER'S GUIDE

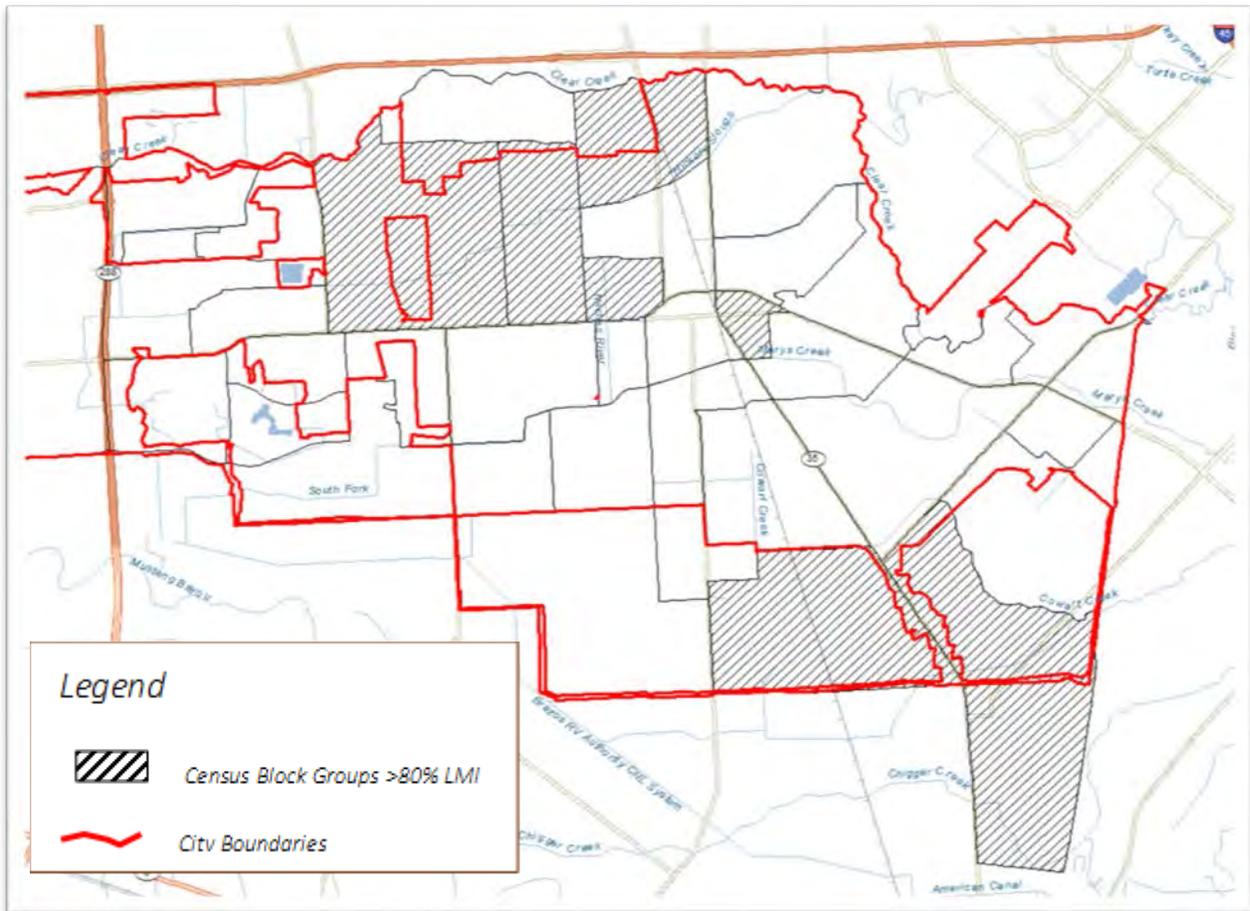
The Annual Action Plan is a detailed outline of how Pearland intends to meet the 5-year priorities established in its 2<sup>nd</sup> Consolidated Plan 2012-2016, during the coming year and includes:

- funding amounts to be expended by each project and activity;
- the number of individuals and/or households to be served by projects and activities; and
- the status of prior projects and fair housing activities to be undertaken.

### *Area-Benefit Projects*

Area-benefit projects must be located within Census boundaries that contain 40.93 percent low-moderate income households, but within the guise of no less than 70% of the jurisdictions entire annual allocation of CDBG funding being used to benefit low-moderate income households. The map below (Figure 1) depicts the City's CDBG "Target Area" boundaries, based on Pearland Census Block Groups comprised of 40.93% or more low-moderate income households.

Figure 1. Pearland CDBG Target Area



Because some parts of our City are located within other surrounding Counties, efforts to meet local and HUD objectives are traditionally confined to the areas considered to be within the

“primary” County we reside in – Brazoria. Therefore, some parts of the schematic of eligible block groups are avoided, and proposed projects and activities that may be reviewed for consideration in those areas are handled on a case-by-case basis. The City’s internal staff, professional consultants, and HUD work in concert to avoid using Pearland HUD funds in those areas, as they may be the territorial jurisdiction of Harris, Fort Bend, or Brazoria County. The table below shows the eligible mix of Pearland Census Block Groups where we are generally allowed to use HUD funds for area-benefit projects, and also provides the population statistics for each block group.

Table 1. Census Block Groups for Pearland CDBG activities.

| Census Tract  | Block Group | Total Population | Low-Mod Population | % Low-Mod Income |
|---------------|-------------|------------------|--------------------|------------------|
| 660200        | 1           | 550              | 245                | 44.55%           |
| 660300        | 1           | 745              | 505                | 67.79%           |
| 660500        | 2           | 1,045            | 565                | 54.07%           |
| 660500        | 4           | 1,505            | 655                | 43.52%           |
| 660500        | 5           | 1,965            | 810                | 41.22%           |
| 660500        | 6           | 2,665            | 1,250              | 46.90%           |
| 660702        | 3           | 1,085            | 590                | 54.38%           |
| 660900        | 1           | 1,585            | 1,105              | 69.72%           |
| 660900        | 3           | 1,500            | 950                | 63.33%           |
| 660900        | 4           | 1,315            | 1,080              | 82.13%           |
| <b>Totals</b> |             | <b>13,960</b>    | <b>7,755</b>       | <b>56.76</b>     |

*Limited Clientele Activities (LMC)*

Individuals and/or households benefiting from such funding must fall within the allowable income limits, unless homeless, for the number of household members in their residence, based on the latest Metropolitan Statistical Area income limits for Brazoria County, as the chart below describes. An update with FY 2016 income limits will be available from HUD in the coming weeks.

**Table 2. FY 2015 Income Limits Summary - Brazoria County**

| Household Size | Extremely Low Income | Very Low Income | Low Income |
|----------------|----------------------|-----------------|------------|
| 1 Person       | \$16,900             | \$28,150        | \$45,000   |
| 2 Persons      | \$19,300             | \$32,150        | \$51,400   |
| 3 Persons      | \$21,700             | \$36,150        | \$57,850   |
| 4 Persons      | \$24,250             | \$40,150        | \$64,250   |
| 5 Persons      | \$28,410             | \$43,400        | \$69,400   |
| 6 Persons      | \$32,570             | \$46,600        | \$74,550   |
| 7 Persons      | \$36,730             | \$49,800        | \$79,700   |
| 8 Persons      | \$40,890             | \$53,000        | \$84,850   |

HUD restricts the use of CDBG funds, allowing up to 15% of the total for social services programs and no more than 20% for planning and administration, leaving the remainder for infrastructure, public facilities, code enforcement and/or housing activities.

#### *Re-allocation of Unspent Funds*

Unspent, or “un-programmed,” portions of the CDBG allocation year funding may be carried over for use in infrastructure and improvement activities only. For example, if program administration or social services funds are not totally expended in accordance with budgeted amounts, those unspent portions may be carried over only for use in an approved infrastructure or improvement project; one that the City proposes via substantial amendment to the Action Plan.

While carryover funds have no enumerated limitations on the number of years they can be available, 24 CFR 570.902 requires that the City be subject to a “timely spending” formula that determines how much of our available balance is subject to annual use.

The planning requirements for submission of a successful HUD CDBG Action Plan have included the following to-date:

1. Allocation information received by City – March 2015
2. Public Hearing #1 and Application Workshop – March 17<sup>th</sup>
3. Council Approval of Projects for CDBG Action Plan – June 8<sup>th</sup>
4. Completion of the 9<sup>th</sup> Annual Action Plan document – June 9<sup>th</sup> – June 19<sup>th</sup>
5. Public Comment Period - June 19<sup>th</sup> – July 21<sup>st</sup>
6. Public Hearing #2 – June 24<sup>th</sup>
7. Council Consideration of Approval of 9<sup>th</sup> Annual Action Plan – July 27<sup>th</sup>

The June 24<sup>th</sup> public hearing produced two public comments, and no others have been received at the time of this Agenda Request. Staff will include any and all comments received prior to the end of the public comment period in the Action Plan.

**RESOLUTION NO. R2015-124**

**A Resolution of the City Council of the City of Pearland, Texas, approving the U. S. Department of Housing and Urban Development Community Development Block Grant Program year 2015/fiscal year 2016 Annual Action Plan.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That certain Community Development Block Grant Program 9<sup>th</sup> Annual Action Plan, attached hereto as Exhibit "A", is hereby authorized and approved.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 2015.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY