

CITY OF KYLE

Notice of Regular City Council Meeting

Kyle City Hall, 100 W. Center Street, Kyle, TX 78640;
Spectrum 10; <https://www.cityofkyle.com/kyletv/kyle-10-live>



SPECIAL NOTE: Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting will be held in-person and by videoconference in order to advance the public health goal of limiting face-to-face meetings (also called 'social distancing') to slow the spread of COVID-19. Some City Council members will be present in the chamber while others will attend the meeting via videoconferencing. This meeting can be viewed live online at <https://www.cityofkyle.com/kyletv/kyle-10-live> OR Spectrum10.

Notice is hereby given that the governing body of the City of Kyle, Texas will meet at 7:00 PM on March 16, 2021, at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640; Spectrum 10; <https://www.cityofkyle.com/kyletv/kyle-10-live>, for the purpose of discussing the following agenda.

Posted this 12th day of March, 2021, prior to 5:00 p.m.

I. Call Meeting to Order

II. Approval of Minutes

1. City Council Special Meeting Minutes - March 2, 2021. ~ *Jennifer Holm, City Secretary*
2. City Council Meeting Minutes - March 2, 2021. ~ *Jennifer Holm, City Secretary*

III. Citizen Comment Period with City Council

The City Council welcomes comments from Citizens early in the agenda of regular meetings. Those wishing to speak are encouraged to sign in before the meeting begins. Speakers may be provided with an opportunity to speak during this time period on any agenda item or any other matter concerning city business, and they must observe the three-minute time limit.

3. Members of the public that wish to provide citizen comment have the following options:

1. In-Person at Kyle City Hall
2. Virtual Attendance - Submit the online registration form found at: <https://www.cityofkyle.com/council/citizen-comment-sign>. Registration must be received by 12 p.m. on the day of the meeting.

IV. Presentation

4. Texas Municipal Library Directors Association Achievement in Excellence Award. ~ *Paul Phelan, Director of Library Services*
5. CIP/Road Projects and Consent Agenda Presentation. ~ *Travis Mitchell, Mayor*

V. Consent Agenda

6. Consider a Resolution suspending for 45 days the effective date proposed by CenterPoint Energy Resources Corp., South Texas Division (“CenterPoint”) in its application filed on or about March [2021] pursuant to section 104.301 of the Gas Utility Regulatory Act. ~ *Jerry Hendrix, Chief of Staff*
7. Authorize award and execution of a Purchase Order to THE BRANDT COMPANIES, LLC., through BuyBoard purchasing cooperative contract #638-21, for an estimated amount of \$20,000.00 to investigate and repair damages in the plumbing system located underground and inside walls at the James Adkins Pool. Final repair costs may exceed the initial cost estimate. ~ *Mariana Espinoza, Director of Parks & Recreation*
8. Approve Task Order No. 1 to CP&Y, INC., Austin, Texas in the amount not to exceed \$131,210.00 for amending the City of Kyle's Wastewater Treatment Plant Discharge Permit. ~ *Leon Barba, P.E., City Engineer*
9. Approve Task Order No. 2 to CP&Y, INC., Austin, Texas, in the amount not exceed \$50,000.00 for updating the Transportation Master Plan. ~ *Leon Barba, P.E., City Engineer*
10. Approve Task Order No. 3 to CP&Y, INC., Austin, Texas in the amount not to exceed \$52,675.00 for developing the City's Risk and Resilience Assessment and Emergency Response Plan as required by S.3021 - America's Water Infrastructure Act of 2018. ~ *Leon Barba, P.E., City Engineer*
11. Approve Task Order No. 1 to K FRIESE & ASSOCIATES, INC., Austin, Texas in an amount not to exceed \$171,889.83 for providing a Preliminary Engineering Report to investigate and evaluate drainage issues located along Sledge St., Scott St. and the Hitching Post Subdivision. ~ *Leon Barba, P.E., City Engineer*
12. Approve Task Order No. 1 to PAPE-DAWSON ENGINEERS, INC., Austin, Texas in the amount not to exceed, \$48,165.00 for providing a Preliminary Engineering Report for drainage improvements in the Quail Ridge subdivision. ~ *Leon Barba, P.E., City Engineer*

13. Approve Task Order No. 1 to COBB-FENDLEY & ASSOCIATES, INC., Austin, Texas in the amount not to exceed \$88,787.25 for developing a Reclaimed Water Master Plan. ~ *Leon Barba, P.E., City Engineer*
14. Approval of Cadence McShane's Design-Building Design Proposal in the amount of \$400,000 and authorize the City Manager to execute an Addendum to the Cadence McShane Design Build Agreement for the 104 S. Burleson project. ~ *J. Scott Sellers, City Manager*

VI. Consider and Possible Action

15. *[Postponed 3/2/2021] (First Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, to rezone approximately 19.5 acres of land from Retail Service District 'RS' to Multi-Family Residential-3 'R-3-3' for property located at 5492 Kyle Center Drive, in Hays County, Texas. (DDR DB Kyle LP - Z-20-0069) ~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 5-1 to deny the request.

- Public Hearing

16. *[Postponed 3/2/2021] (Second Reading)* An ordinance amending Chapter 53 (Zoning) for City of Kyle, Texas, for the purpose of assigning original zoning to approximately 29.8 acres of land from Agriculture 'AG' to Single Family Residential-3 'R-1-3' for property located southeast of Lehman Road and south of Lehman High School, in Hays County, Texas. (Clayton Properties Group, Inc D/B/A Brohn Homes - Z-21-0070) ~ *Howard J. Koontz, Director of Planning and Community Development*

*Planning and Zoning Commission voted 5-1 to approve the request.
City Council voted 6-1 to approve the ordinance on first reading.*

17. A Resolution of the City of Kyle renaming the entirety of W RM150 to Veterans Drive and give direction to staff for signs to be installed on or near Memorial Day, 2021. ~ *Travis Mitchell, Mayor*

- Public Hearing

VII. City Manager's Report

18. Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*

- Great Texas River Cleanup Recap
- TIRZ #2 Board Meeting
- Annual Community Survey
- Parks and Recreation Department Easter Events

- Summer Camp Registration

VIII. Executive Session

19. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
 1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
 - Case 5:21-cv-00237-JKP-RBF John David Ferrara v. Jeffrey Blake Barnett and the City of Kyle in the United States District Court for the Western District of Texas, San Antonio Division
 - Milestone Development
 - DR Horton Development
 - Bunton Lane
 - City Lights and Kyle Marketplace Subdivision/Development
 - TML Claims
 - Cause Number 19-1492; 1200 S. Old Stagecoach Road, LLC v. City of Kyle, Texas; pending in the 22nd Judicial District Court of Hays County, Texas
 - Third Amendment to the Development Agreement between City of Kyle, Texas and Clayton Properties Group, Inc. DBA Brohn Homes and Amendment to the Development Agreement Between the City of Kyle and Clayton Properties Group, Inc. DBA Brohn Homes
 - An Agreement Regarding Proposed Sign Application
 2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
 3. Personnel matters pursuant to Section 551.074.
 4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
 - Project Big Red
 - Project Valkyrie
20. Take action on items discussed in Executive Session.

IX. Adjourn

At any time during the Regular City Council Meeting, the City Council may adjourn into an Executive Session, as needed, on any item listed on the agenda for which state law authorizes Executive Session to be held

*Per Texas Attorney General Opinion No. JC-0169; Open Meeting & Agenda Requirements, Dated January 24, 2000: The permissible responses to a general member communication at the meeting are limited by 551.042, as follows: "SEC. 551.042. Inquiry Made at Meeting. (a) If, at a meeting of a government body, a member of the public or of the governmental body inquires about a subject for which notice has not

been given as required by the subchapter, the notice provisions of this subchapter, do not apply to:(1) a statement of specific factual information given in response to the inquiry; or (2) a recitation of existing policy in response to the inquiry. (b) Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting."



CITY OF KYLE, TEXAS

2021 0302 Minutes

Meeting Date: 3/16/2021

Date time:7:00 PM

Subject/Recommendation: City Council Special Meeting Minutes - March 2, 2021. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- 2021 0302 DRAFT Special Council Meeting Minutes

SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on March 2, 2021 and due to COVID-19, some members attended virtually (v) at Spectrum 10; <https://www.cityofkyle.com/kyletv/kyle-10-live> with the following persons present:

Mayor Travis Mitchell (v)
Mayor Pro Tem Rick Koch (v)
Council Member Dex Ellison (v)
Council Member Yvonne Flores-Cale
Council Member Robert Rizo
Council Member Ashlee Bradshaw
Council Member Michael Tobias
Scott Sellers, City Manager
James Earp, Assistant City Manager (v)
Paige Saenz, City Attorney (v)
Jerry Hendrix, Chief of Staff (v)
Samantha Armbruster, Communications Dir. (v)
Jennifer Holm, City Secretary
Diana Torres, Economic Dev Director (v)
Perwez Moheet, Finance Director (v)
Matt Dawson, IT Director
Grant Bowling, Video Production Specialist
Howard Koontz, Community Dev Director (v)
Jeff Barnett, Chief of Police (v)

I. Call Meeting to Order

Mayor Pro Tem Koch called the meeting to order at 6:01 p.m. and asked the city secretary to call roll.

Present were: Mayor Pro Tem Koch, Council Member Ellison, Council Member Flores-Cale, Council Member Rizo, Council Member Bradshaw, and Council Member Tobias. A quorum was present. Mayor Mitchell was absent but arrived at 6:10 p.m. and entered into executive session.

II. Citizen Comment Period with City Council

1. Members of the public that wish to provide citizen comment have the following options:
 1. In-Person at Kyle City Hall
 2. Virtual Attendance - Submit the online registration form found at: <https://www.cityofkyle.com/council/citizen-comment-sign>. Registration must be received by 12 p.m. on the day of the meeting.

Mayor Pro Tem Koch opened citizen comments at 6:02 p.m. With no one wishing to speak, Mayor Pro Tem Koch closed citizen comments at 6:02 p.m.

III. Executive Session

2. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
 1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.
 - Tax Credit Housing
 - City Lights and Kyle Marketplace Subdivision/Development
 - 104 S Burleson
 - Plum Creek Land Dedication
 2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
 - Plum Creek Land Dedication
 3. Personnel matters pursuant to Section 551.074.
 4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
 - 104 S Burleson

Council Member Flores-Cale read into the record, "Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics: Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071 - Tax Credit Housing, City Lights and Kyle Marketplace Subdivision/Development, 104 S Burleson, Plum Creek Land Dedication; Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072 - Plum Creek Land Dedication; and Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City - 104 S Burleson."

The City Council convened into executive session at 6:04 p.m.

3. Take action on items discussed in Executive Session.

Mayor Mitchell called the meeting back to order in open session at 7:09 p.m. Mayor Mitchell announced that no action took place in Executive Session and no action would be taken now.

IV. Consider and Possible Action

4. Notice to Dedicate Land from Mountain Plum to City of Kyle. ~ *J. Scott Sellers, City Manager*

Mayor Mitchell brought forward Item No. 4 for discussion. Mr. Sellers called upon City Attorney Paige Saenz to make sure she was present. Ms. Saenz stated it was posted on the Agenda and Council has the ability to take action upon reconvening into open session.

Mayor Mitchell moved to approve the land conveyance agreements in the form authorized by the City Attorney in executive session. Council Member Rizo seconded the motion.

There was discussion on the motion. Mr. Sellers stated that this is to authorize conveyance of land for two parks in the Plum Creek Uptown area, Hero's Memorial Park and Central Square Park.

All votes aye; motion carried 7-0.

V. Adjourn

Mayor Mitchell moved to adjourn. Council Member Rizo seconded the motion. Mayor Mitchell announced the meeting was adjourned.

There was discussion after the motion. Ms. Saenz requested the Council to un-adjourn and said the Council needed to authorize the notices. Clarification was made that Item No. 4 was to approve the notices. Ms. Saenz said the action taken was on the land conveyance agreements and Item No. 4 was for the authorization to issue notices, that the two items need separate motions.

Mayor Mitchell reconvened back in Special Session at 7:12 p.m.

Mayor Mitchell moved to approve Agenda Item No. 4. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

Mayor Mitchell moved to adjourn after seeking final approval from Ms. Saenz. Council Member Rizo seconded the motion. Mayor Mitchell announced the meeting was adjourned. No vote count was taken.

With no further business to discuss, the City Council adjourned at 7:12 p.m.

Travis Mitchell, Mayor

Attest:

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

2021 0302 Minutes

Meeting Date: 3/16/2021

Date time:7:00 PM

Subject/Recommendation: City Council Meeting Minutes - March 2, 2021. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- 2021 0302 DRAFT Regular Council Meeting Minutes

REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Regular Session on March 2, 2021 and due to COVID-19, some members attended virtually (v) at Spectrum 10; <https://www.cityofkyle.com/kyletv/kyle-10-live> with the following persons present:

Mayor Travis Mitchell	Evangelina Chapa
Mayor Pro Tem Rick Koch (v)	Sarah Robinson-Durst
Council Member Dex Ellison (v)	Gus Villarreal
Council Member Yvonne Flores-Cale	Martin Torres
Council Member Robert Rizo	Sincere Robinson
Council Member Ashlee Bradshaw	Stu Hoyt
Council Member Michael Tobias	Larry Simone
Scott Sellers, City Manager	Steve Butler
James Earp, Assistant City Manager (v)	Garry Merritt
Paige Saenz, City Attorney (v)	Lyda Creus Molanphy
Jerry Hendrix, Chief of Staff (v)	Jason Reyes (v)
Samantha Armbruster, Comm. Dir. (v)	Tracy Scheel
Jennifer Holm, City Secretary	
Leon Barba, City Engineer (v)	
Kathy Roecker, SWMP Administrator (v)	
Diana Torres, Economic Dev Director (v)	
Perwez Moheet, Finance Director (v)	
Sandra Duran, HR Director (v)	
Matt Dawson, IT Director	
Grant Bowling, Video Production Specialist	
Paul Phelan, Library Director (v)	
Mariana Espinoza, PARD Director (v)	
Howard Koontz, Community Dev Director (v)	
Jeff Barnett, Chief of Police (v)	
Pedro Hernandez, Police Captain (v)	
Tim Griffith, Police Lieutenant (v)	
Dago Pates, Police Officer (v)	
Donald Lovelace, Police Officer	
Harper Wilder, Director of Public Works (v)	

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 7:13 p.m. The Pledge of Allegiance was recited.

Mayor Mitchell asked the city secretary to call roll.

Present were: Mayor Mitchell, Mayor Pro Tem Koch, Council Member Ellison, Council Member Flores-Cale, Council Member Rizo, Council Member Bradshaw, and Council Member Tobias. A quorum was present.

II. Approval of Minutes

1. City Council Special Meeting Minutes - February 23, 2021. ~ *Jennifer Holm, City Secretary*
2. City Council Meeting Minutes - February 23, 2021. ~ *Jennifer Holm, City Secretary*

Mayor Mitchell brought forward the minutes for discussion.

Council Member Tobias moved to approve the minutes of the February 23, 2021 Special Council Meeting and the minutes of the February 23, 2021 Council Meeting. Mayor Mitchell seconded the motion. All votes aye; motion carried 7-0.

III. Citizen Comment Period with City Council

3. Members of the public that wish to provide citizen comment have the following options:
 1. In-Person at Kyle City Hall
 2. Virtual Attendance - Submit the online registration form found at: <https://www.cityofkyle.com/council/citizen-comment-sign>. Registration must be received by 12 p.m. on the day of the meeting.

Mayor Mitchell opened citizen comments at 7:14 p.m.

Evangelina Chapa was called to speak as registered. She spoke about the item from the February 23, 2021 Council meeting where Council gave direction to the Planning and Zoning Commission to revise the CBD 1 and CBD 2 zoning codes. She wanted to remind Council that CBD 1 wants to stay CBD 1. Ms. Chapa said she remembered the Texas Downtown Revitalization Association said they were to start at the square and that one of the members walked all the way to Vaqueros and stated that she said to stick with the Square because there was nothing interesting past there. She spoke about the City of Tyler, that it is like San Marcos, with a lot of buildings around. She mentioned all streets were fixed but that they have Universities that help with that. She spoke about a conversation with Council Member Ellison, and she said they were standing at the railroad and he asked her why she was doing this. She said she had lived here since 1974 and nothing has been done. She continued and said Council Member Ellison told her that you must bring development in to fix infrastructure. She said her response was that they fix their infrastructure, not our infrastructure.

With no one else wishing to speak, Mayor Mitchell closed citizen comments at 7:18 p.m.

With no objections, Mayor Mitchell reopened citizens comments at 7:18 p.m. due to members in the audience asking to speak.

Sarah Robinson-Durst spoke about the sex offender ordinance. She spoke about members in the community that have children. She stated that her husband met someone online who said she was of age, but she was not, and so he had to do his time. They have children and it is unfair to make it where he cannot bring his kids to school or take his kids to a park. She spoke about him being unable to attend trick or treating with his own children.

Gus Villarreal stated that he found out about this meeting at 3:00 p.m. this afternoon and feels unprepared. He stated that there are many laws provided by the state that govern sex offenders. He continued that if the City is going to go through with this, there should be signage. He stated he hoped that Officer Pates or Chief Barnett would be here so he could ask questions. He stated that Officer Pates called him and asked whether he owns his home and he said yes, and Officer Pates hung up. He asked how they would determine who is violent and who is non-violent. He asked to be notified when these items are coming forward.

Martin Torres stated that he lives with his grandparents and he helps them run their washeteria. He stated that he was 15 years old when he committed his offense. He feels it is unfair if he must move.

Sincere Robinson spoke about her dad. She said she felt it was unfair that her dad would not be allowed to carry her truck or treating since she usually goes with her mom and dad.

With no one else wishing to speak, Mayor Mitchell closed citizen comments at 7:28 p.m.

IV. Presentation

4. Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*
 - COVID Testing and Vaccine info
 - Kyle Mass Food Distribution event
 - 2021 Household Survey
 - Visioning Workshop Rescheduling
 - National Pi Day
 - Great Texas River Cleanup
 - Winter Storm Uri Post-Incident Report
 - Employee Appreciation Day
 - International Women's Day

Mr. Sellers spoke about COVID Testing and Vaccine information and stated that in the news today was the Governor's Order to remove mask requirements; however, the City has not yet determined how that will affect things here. He spoke about a Kyle Mass Food Distribution event on March 13th from 9:00 a.m. to 12:00 p.m. and said they need volunteers. He announced the 2021 Household Survey and encouraged residents to participate. Mr. Sellers stated that the 2021 Council Visioning Workshop needed to be rescheduled due to the snow event and will be held in April on the 17th, per facilitator's availability. The first budget retreat was originally scheduled for April 10th, but that has been rescheduled to May 1st. National Pi Day March 14th (3.14). Mr. Sellers stated that the Great Texas River Cleanup is on March 6th and volunteers are needed. He mentioned International Women's Day on March 8th. Mr. Sellers also stated that March 5th is Employee Appreciation Day. He provided a Post-Incident Report regarding Winter Storm Uri and said that preparations were made concerning winterizing pipes and equipment but that there were issues caused by the electricity failure. He reviewed all steps taken during the winter weather event and thanked all employees for their efforts and hard work. Mr.

Sellers talked about the water leak policy concerning adjustments and the form that will be used for adjustments. He ended with discussion regarding opportunities through legislation to add weatherized generators at pump stations for all Texas cities and said he remained hopeful state representatives could assist. No action was taken.

5. Discussion and Possible Action to Recognize Kyle City Employees for their Extraordinary Efforts During Winter Storm Uri. ~ *Kyle City Council*

Mayor Mitchell brought forward Item No. 5 for discussion and gave the floor to Mayor Pro Tem Koch. He asked Mr. Sellers to open the item. Mr. Sellers provided some stories.

The following names were read aloud, and some stories were shared in recognition of employees who exhibited extraordinary effort during Winter Storm Uri:

Harper Wilder, Alberto Castillo, Abel Serna, Adrian Gonzales, Andrew Herr, April Machado, Ashley Ferris, Austin Bertram, Austin Saucedo, Benito Pareda, Bo Grantham, Bobby Daugherty, Call Casarez, Christian Juarez, Damien Narvaiz, Derrick Turley, Diana Torres, Dustin Shuler, Edward Sullivan, Gilbert Curiel, Jaime Jimenez, Jeff Barnett, Jeramey Gibson, Jesse Olvera, Jesse Shroyer, Julie Crookston, Kim Norphy, Krissi Milliken, Lauren Lyons, Louis Alvarez, Lucas Velarde, Marco Forti, Marcus Scoggins, Michael Bristol, Mike Powell, Philip Cleary, Rachel Sonnier, Randy Wendell, Ricardo Cisneros, Richard Juarez, Samantha Armbruster, Sarah Bruxvoort, Scott Egbert, Scott Sellers, Siro Castelan, Stacey Anderson, Steve Ruiz, Tim Griffith, Tim Samford, Victor Benitez, Victoria Vargas, Victor Martinez, Vinny Acevedo, and Warren Christian.

Mayor Pro Tem Koch moved to reward staff members with a gift card in the amount of \$200 to Recognize Kyle City Employees for their Extraordinary Efforts During Winter Storm Uri. Council Member Bradshaw seconded the motion.

There was discussion on the motion. Council Member Rizo thanked Mayor Pro Tem Koch for bringing this forward. He stated that he saw staff working with torches trying to get water restored. He spoke about the police officers and stated he cannot thank staff enough.

All votes aye; motion carried 7-0.

6. President George Washington Day Proclamation. ~ *Travis Mitchell, Mayor*

Mayor Mitchell brought forward and presented Item No. 6. Mr. Stu Hoyt spoke about President Washington and mentioned that only seven states recognize President Washington's birthday separate from Presidents' Day, and Texas is not one of them. No action was taken.

7. Kyle Area Senior Zone Presentation. ~ *Larry Simone, President*

Mayor Mitchell brought forward Item No. 7 for discussion. Council Member Rizo introduced the Kyle Area Senior Zone and Mr. Simone presented the item. He later introduced Steve Butler, an architect that has been working with the organization. No action was taken.

8. Presentation on Parks and Recreation Department Annual Report and Upcoming Programs and Activities. ~ *Mariana Espinoza, Director of Parks & Recreation.*

Mayor Mitchell brought forward Item No. 8 for discussion. Ms. Espinoza presented the item. No action was taken.

9. Presentation on citywide trail system. ~ *J. Scott Sellers, City Manager*

Mayor Mitchell brought forward Item No. 9 for discussion. Mr. Sellers presented the item and introduced Mr. Garry Merritt, who introduced his staff, Ms. Lyda Creus Molanphy and Mr. Jason Reyes, who provided information as well. No action was taken.

10. Emergency Cash Assistance Program "ECAP" Report. ~ *Tracy Scheel*

Mayor Mitchell brought forward Item No. 10 for discussion. Ms. Scheel presented the item. No action was taken.

11. CIP/Road Projects and Consent Agenda Presentation. ~ *Travis Mitchell, Mayor*

Mayor Mitchell brought forward Item No. 11 for discussion. Mr. Barba presented the updates and consent agenda items. No action was taken.

V. Consent Agenda

Mayor Mitchell brought forward the Consent Agenda.

12. Consider authorizing the City Manager to execute a Memorandum of Understanding (MOU) between the City of Kyle and Hays County for the implementation of E-Recording Services in order to electronically transmit and record official City documents with the Hays County Clerk. ~ *Jennifer Holm, City Secretary*
13. A Resolution by the City of Kyle, Texas Suspending the April 12, 2021 Effective Date of the Proposal by Texas Gas Service Company, A Division of One Gas, Inc. to Implement Interim Grip Rate Adjustments for Gas Utility Investment in 2020 and Requiring Delivery of This Resolution to the Company and Legal Counsel. ~ *Jerry Hendrix, Chief of Staff*
14. Authorize the City's Director of Finance to dispose through an auction facility eight (8) City-owned police vehicles determined to be surplus vehicles by the Police Department. ~ *Jeff Barnett, Chief of Police*
15. Authorize the City's Director of Finance to dispose through an auction facility police equipment; to wit: emergency lightbars, vehicle seats, prisoner dividers, consoles, weapon locks, computer mounts, spotlights, speakers, light control modules, identified in Lots #1-8, all city owned and formerly being attached to City-owned police vehicles that has been determined to be surplus property by the Police Department. ~ *Jeff Barnett, Chief of Police*

Council Member Rizo moved to approve Consent Agenda Item Nos. 12, 13, 14, and 15. Council Member Tobias seconded the motion. All votes aye; motion carried 7-0.

VI. Consider and Possible Action

16. *[POSTPONED 3/2/2021] (First Reading)* An Ordinance of the City of Kyle, Texas Regulating Sex Offender Residency within the City and Establishing Child Safety Zones; Amending Chapter 23 of the Code of Ordinances Entitled “Miscellaneous Offenses” by adding Article XI to be Entitled “Child Safety Zones;” Making it Unlawful for Certain Sex Offenders to Reside within 1500 feet of Premises where Children Commonly Gather; Providing Exceptions to the Ordinance; Prohibiting Property Owners from Renting Real Property to Certain Sex Offenders; Providing Penalties for Violations of the Ordinance; Repealing Ordinances or Parts of Ordinances in Conflict Therewith; Providing a Severability Clause, Findings of Fact and Providing for Open Meetings. ~ *Jeff Barnett, Chief of Police*

Mayor Mitchell brought forward Item No. 16 for discussion. Chief Barnett presented the item. No formal action was taken. The Ordinance will be brought back for consideration at the next council meeting.

17. *[POSTPONED 2/23/2021] (First Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, to rezone approximately 19.5 acres of land from Retail Service District ‘RS’ to Multi-Family Residential-3 ‘R-3-3’ for property located at 5492 Kyle Center Drive, in Hays County, Texas. (DDR DB Kyle LP - Z-20-0069) ~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 5-1 to deny the request.

- Public Hearing

Mayor Mitchell brought forward Item No. 17 and stated that the public hearing is already opened at 10:11 p.m. He kept the public hearing open at 10:12 p.m.

Mayor Mitchell moved to postpone Item No. 17 until the next regularly scheduled Council Meeting. Council Member Rizo seconded the motion. All votes aye; motion carried 5-0. Mayor Pro Tem Koch and Council Member Bradshaw were absent for the vote.

18. *(Second Reading)* An ordinance amending Chapter 53 (Zoning) for City of Kyle, Texas, for the purpose of assigning original zoning to approximately 29.8 acres of land from Agriculture ‘AG’ to Single Family Residential-3 ‘R-1-3’ for property located southeast of Lehman Road and south of Lehman High School, in Hays County, Texas. (Clayton Properties Group, Inc D/B/A Brohn Homes - Z-21-0070) ~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 5-1 to approve the request.

City Council voted 6-1 to approve the ordinance on first reading.

Mayor Mitchell brought forward Item No. 18.

Mayor Mitchell moved to postpone Item No. 18 until the next regularly scheduled Council Meeting. Council Member Rizo seconded the motion. All votes aye; motion carried 6-0. Council Member Flores-Cale was absent for the vote.

19. Discussion regarding the 2020 Annual Racial Profiling Report. ~ *Dex Ellison, Council Member*

Mayor Mitchell brought forward Item No. 19 for discussion and gave the floor to Council Member Ellison. No action was taken.

VII. Executive Session

20. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.

1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
 - Tax Credit Housing
 - City Lights and Kyle Marketplace Subdivision/Development
 - 104 S Burleson
 - Plum Creek Land Dedication
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
 - Plum Creek Land Dedication
3. Personnel matters pursuant to Section 551.074.
4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
 - 104 S Burleson

There was no executive session.

21. Take action on items discussed in Executive Session.

VIII. Adjourn

Mayor Mitchell moved to adjourn. Council Member Rizo seconded the motion. No vote was held.

With no further business to discuss, the City Council adjourned at 10:57 p.m.

Travis Mitchell, Mayor

Attest:

Jennifer Holm, City Secretary

DRAFT



CITY OF KYLE, TEXAS

TMLDA Award

Meeting Date: 3/16/2021

Date time: 7:00 PM

Subject/Recommendation: Texas Municipal Library Directors Association Achievement in Excellence Award.
~ Paul Phelan, Director of Library Services

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

CIP/Road Projects Update

Meeting Date: 3/16/2021

Date time: 7:00 PM

Subject/Recommendation: CIP/Road Projects and Consent Agenda Presentation. ~ *Travis Mitchell, Mayor*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

CenterPoint GRIP

Meeting Date: 3/16/2021

Date time: 7:00 PM

Subject/Recommendation: Consider a Resolution suspending for 45 days the effective date proposed by CenterPoint Energy Resources Corp., South Texas Division ("CenterPoint") in its application filed on or about March [2021] pursuant to section 104.301 of the Gas Utility Regulatory Act. ~ *Jerry Hendrix, Chief of Staff*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Centerpoint GRIP Resolution
- FAQs_South Texas GRIP Filing
- 2021 0304 CenterPoint Ltr re GRIP
- 2021 South Texas Division GRIP Filing - (Bookmarked)

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF KYLE, TEXAS SUSPENDING THE MAY 3, 2021 EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – SOUTH TEXAS DIVISION TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2020 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Kyle, Texas (“City”) is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy South Texas Division, (“CenterPoint” or “the Company”) and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, CenterPoint made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) in March 2021, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code § 104.301 on all customers served by CenterPoint, effective May 3, 2021; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, THAT:

1. The May 3, 2021, effective date of the GRIP Rate Increases proposed by CenterPoint is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

2. A copy of this Resolution shall be sent to CenterPoint, care of Keith L. Wall. at 1111 Louisiana Street, CNP Tower 19th Floor, Houston, Texas 77002 and to Thomas Brocato,

legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas
78701.

Signed this _____ day of _____, 2021.

MAYOR

ATTEST:

South Texas Division GRIP Filing

What is a Gas Reliability Infrastructure Program (GRIP) filing?

- An interim rate adjustment allowed by Texas Statute (Texas Utilities Code §104.301) that allows utilities to recover their costs related to additional invested capital without filing a full rate case.

Who can make GRIP filings?

- A natural gas utility with newly invested capital not already included in existing rate base can make an initial GRIP filing but only if the natural gas utility has filed a rate case within the preceding two years. Thereafter, an annual GRIP filing occurs. A full rate case must be filed no later than five and one-half (5 ½) years after the implementation of the initial GRIP filing.

When was CenterPoint Energy's most recent rate case?

- CenterPoint Energy filed its last rate case for the South Texas Gas Division Gas Utilities Docket ("GUD") No. 10669 on November 16, 2017, and the final decision was rendered on May 22, 2018.

When was the Company's most recent GRIP filing?

- CenterPoint Energy made its third GRIP filing since its last rate case for the South Texas Gas Division on March 4, 2021.

How is the adjustment amount calculated?

- The GRIP filing adjustment is intended to capture the cost of net incremental investment over that investment included in the last rate case; or since the most recent GRIP filing.
- Costs included are return on that investment, depreciation expense, and certain taxes. Factors used to calculate costs must be the same as those reflected in the final order, ordinance or settlement agreement approving current rates.

What is required of the utility?

- The new tariff or rate schedule must be filed with the appropriate regulatory authority (City and/or Railroad Commission) 60 days before the proposed implementation date.
- Notice to all affected customers must be provided within 45 days of filing with the regulatory authority.
- In each annual GRIP filing, the utility must provide the following information:
 - Annual Project Reports describing all new investments and retired plant.
 - The need for, the cost of, and the customers benefitted by the new investment.
 - An annual earnings monitoring report showing earnings in the past year.
- The adjustment must be recalculated annually.

What is the role of the regulatory authority?

- Within 60 days after the filing, the regulatory authority may suspend implementation of the proposed adjustment for up to 45 days.
- Once the interim increase in rates has been reviewed as part of a full rate case, the regulatory authority may order CenterPoint Energy to refund any amounts collected if the investment is found to be unnecessary or imprudent.
- The regulatory authority may open an inquiry under Texas Utilities Code §104.151 and set new rates if the current rates are found to be unreasonable.

Who is CenterPoint Energy?

- CenterPoint Energy provides natural gas distribution service to approximately 4.7 million residential, commercial and industrial customers in the states of Arkansas, Indiana, Louisiana, Minnesota, Mississippi, Ohio, Oklahoma and Texas. CenterPoint Energy serves approximately 150,000 customers in its South Texas Division that will be impacted by this filing.

Customers in what cities will be affected by the Company’s filing?

- This filing is for the entire South Texas Division including the environs customers. We are filing with the cities below:

Agua Dulce	Freer	La Grange	Refugio
Alice	Ganado	Laredo	Runge
Aransas Pass	Garden Ridge	Marion	Schulenburg
Austin	Giddings	Mathis	Seadrift
Bastrop	Gregory	Niederwald	Smithville
Bishop	Hondo	Odem	Taft
Buda	Ingleside	Orange Grove	Universal City
Cibolo	Ingleside on the Bay	Point Comfort	Victoria
Converse	Jourdanton	Port Lavaca	Yorktown
Driscoll	Karnes City	Portland	
Edna	Kingsville	Poteet	
Elgin	Kyle	Poth	
Falls City	LaCoste	Premont	

- At the time of this filing, the cities below have given up original jurisdiction. These cities will be included as part of the rate filing made with the Railroad Commission:

Beeville	Kenedy	San Marcos	Sinton
Eagle Lake	New Braunfels	Sandy Oaks	Uhland
El Campo	Nordheim	Santa Clara	Weimar
Floresville	Palacios	Schertz	
Goliad	Pleasanton	Seguin	
Hallettsville	San Diego	Selma	

- The filing with the Railroad Commission will include the unincorporated areas below:

Banquete	Edroy	McQueeney	Skidmore
Blessing	Hebbronville	Mirando City	Tuleta
Bloomington	Inez	Oilton	Vanderbilt
Bruni	Lolita	Pettus	
D’Hanis	Louis	Placedo	

What customers are affected and how?

- The total increase of \$4,602,635 has been allocated among customer groups in the same manner as the current rates established in GUD No. 10669. The proposed effective date is May 3, 2021. Once it goes into effect, the GRIP interim rate adjustment will increase the customer charge that is applicable to customers served under the indicated sales service rate schedules within the South Texas Division as follows:

Rate Schedule	Current Customer Charge	Proposed 2021 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
R-2097-I-GRIP 2021; R-2097-U-GRIP 2021 Residential	\$22.59 per customer per month	\$2.33 per customer per month	\$24.92 per customer per month	\$2.33 per customer per month
GSS-2097-I-GRIP 2021; GSS-2097-U-GRIP 2021 General Service Small	\$32.27 per customer per month	\$4.78 per customer per month	\$37.05 per customer per month	\$4.78 per customer per month
GSLV-628-I-GRIP 2021; GSLV-628-U-GRIP 2021 General Service Large Volume	\$145.43 per customer per month	\$28.61 per customer per month	\$174.04 per customer per month	\$28.61 per customer per month



March 4, 2021

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

Mayor and City Council
City of Kyle
Kyle, Texas

Delivered by Certified Mail

Re: CenterPoint Energy 2021 Annual GRIP Adjustment for the South Texas Division

Dear Madam or Sir:

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (“CenterPoint” or the “Company”), files the tariffs and supporting documents in electronic form, with the City of Kyle (“City”) consistent with Section 7.7101 of the Railroad Commission of Texas (“Commission”) Gas Services Division Rules and Section 104.301 of the Texas Utilities Code to establish the annual gas reliability infrastructure program (“GRIP”) interim rate adjustment (“IRA”) for the Company’s South Texas Division, which includes the City. The proposed IRA will affect rates for natural gas service customers located in the City. Simultaneously with this filing, CenterPoint makes the same GRIP filing with the Commission for customers located in the City’s environs and cities of the South Texas Division that have ceded original jurisdiction to the Commission.

CenterPoint consistently supplies its customers in the South Texas Division with safe and dependable natural gas service by prudently investing in additions and upgrades to its delivery system. The Company will continue to prudently invest in its infrastructure in order to improve its natural gas service to its customers and to anticipate and meet their needs under all operating conditions. The GRIP program enables a gas utility such as CenterPoint to begin recovery of its incremental capital investment in the system, subject to a prudence review in its next rate case. This reduces regulatory lag and incentivizes needed investment. Consistent with Section 104.301 of the Texas Utilities Code and Commission precedent, the City’s review of this GRIP filing is limited to a ministerial review to ensure compliance with the GRIP statute.

Pursuant to applicable law, the proposed IRA will become effective on May 3, 2021, unless the City suspends that date for a period of no longer than forty-five (45) days. The approved IRA will be applied to the monthly customer charge and will remain in effect until superseded by the earlier of (1) the effective date of the Company’s next annual GRIP adjustment for the South Texas Division; or (2) the issuance of a final order in a rate setting proceeding for the South Texas Division.

As detailed in the attached schedules and supporting material, the Company invested \$44,723,636 in its South Texas Division in calendar year 2020, and the applicable IRA is:

Rate Schedule	Current Customer Charge	Proposed 2021 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
R-2097-I-GRIP 2021; R-2097-U-GRIP 2021 Residential	\$22.59 per customer per month	\$2.33 per customer per month	\$24.92 per customer per month	\$2.33 per customer per month
GSS-2097-I-GRIP 2021; GSS-2097-U-GRIP 2021 General Service Small	\$32.27 per customer per month	\$4.78 per customer per month	\$37.05 per customer per month	\$4.78 per customer per month
GSLV-628-I-GRIP 2021; GSLV-628-U-GRIP 2021 General Service Large Volume	\$145.43 per customer per month	\$28.61 per customer per month	\$174.04 per customer per month	\$28.61 per customer per month

Along with and in support of the proposed IRA, CenterPoint includes the following:

- (a) An earnings monitoring report showing the Company’s earnings for the South Texas Division during the 2020 calendar year (under the “Earnings Monitoring Report” section of the enclosed filing).
- (b) An Interim Rate Adjustment Application containing accounting schedules and project reports for the GRIP Adjustment Period including a description of (i) the projects undertaken during the GRIP Adjustment Period (ii) the investment to provide utility service in the South Texas Division, which were both completed and placed in service during the GRIP Adjustment Period, (iii) the Company’s prior utility investments in the South Texas Division that were either retired or abandoned during the GRIP Adjustment Period, and (iv) the cost, need and customers benefited by those investments and retirements located in IRAs 12, 13, 14 and 15 which are voluminous and are being provided in electronic form only.
- (c) The Company’s calculations of the GRIP Adjustment amount to go into effect on the later of the Planned Effective Date or the end of any suspension period imposed (under the “Interim Rate Adjustment Application” section of the enclosed filing).
- (d) Affidavits by Kristie Colvin, Brian K. Gower and Tal R. Centers, Jr. (under the “Affidavits” section of the enclosed filing).
 - Ms. Colvin’s affidavit verifies (i) that the South Texas Division’s books and records are kept in accordance with the rules of the Commission and (ii) that the reports enclosed accurately reflect the

South Texas Division's books and records related to the information in those reports.

- Mr. Gower's affidavit verifies the notice of the GRIP filing through customer bill inserts.
- Mr. Centers' affidavit concerns the reimbursement of relocation expenses.

In addition, the source documentation and workpapers supporting the data and calculations contained in the foregoing reports is maintained in CenterPoint's electronic databases which are available for review. To schedule an opportunity to review the electronic databases or any hard copy project files related to the new investment or retirements, please contact me at (713) 207-5946.

Notice of this proceeding will be provided to affected customers in the South Texas Division by bill insert or by separate mailing within 45 days after the date of this filing in accordance with the applicable law.

Please accept for filing the above-mentioned tariffs, filing package and enclosures. Instead of a binder with a hard copy of the filing, the Company has provided the equivalent in electronic form in the folder called Electronic Copy of Filing.

Although only the incorporated tariffs are applicable to the City, the Company has also included in its filing package both incorporated and unincorporated tariffs.

There have been no changes to the IRA forms since the Company's last filing, other than adding a column on IRA-18 and IRA-19 to show 'Allocated Original Cost'.

If the City takes any action regarding this filing, please send signed documents, such as, ordinances, resolutions and minutes to the following address:

Keith L. Wall
1111 Louisiana Street
CNP Tower 19th Floor
Houston, Texas 77002

Please do not hesitate to contact me with any questions you may have regarding this filing.

Sincerely,



Keith L. Wall
Director of Regulatory Affairs

City of Kyle
March 4, 2021
Page 4

Attachments

cc: Mr. Tal Centers
Mr. Sam Chang
Ms. Gracy Rodriguez

RAILROAD COMMISSION OF TEXAS

**GAS RELIABILITY INFRASTRUCTURE §
PROGRAM (“GRIP”) INTERIM RATE §
ADJUSTMENT FOR CENTERPOINT §
ENERGY RESOURCES CORP., D/B/A §
CENTERPOINT ENERGY ENTEX AND §
CENTERPOINT ENERGY TEXAS GAS – §
SOUTH TEXAS DIVISION §**

CASE NO. _____

TABLE OF CONTENTS

	<u>TAB</u>
Tariffs	1
Rate Schedules R-2097-I-GRIP 2021; R-2097-U-GRIP 2021- Residential	
Rate Schedules GSS-2097-I-GRIP 2021; GSS-2097-U-GRIP 2021– General Service Small Commercial	
Rate Schedules GSLV-628-I-GRIP 2021; GSLV-628-U-GRIP 2021- General Service Large Volume	
Interim Rate Adjustment Application	2
Earnings Monitoring Report	3
Affidavits	4
Tal R. Centers, Jr	
Kristie Colvin	
Brian K. Gower	

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
RESIDENTIAL SERVICE
RATE SCHEDULE NO. R-2097-I-GRIP 2021**

APPLICATION OF SCHEDULE

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

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

MONTHLY RATE

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

(a) The Base Rate consisting of:

(1) Customer Charge – \$24.92¹

(2) Commodity Charge -

For customers billed at a 14.65 Pressure Base:

All Ccf @ 14.65 \$0.33613²

For customers billed at a 14.95 Pressure Base:

All Ccf @ 14.95 \$0.34301³

(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.

Notes:

¹ Customer Charge	\$19.00 (GUD 10669)
2019 GRIP Charge	2.04 (GUD 10833)
2020 GRIP Charge	1.55 (GUD 10947)
2021 GRIP Charge	2.33 (CASE XXXXX)
Total Customer Charge	\$24.92

² Commodity Charge of \$0.33613 (GUD 10669).

³ Commodity Charge of \$0.34301 (GUD 10669).

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
RESIDENTIAL SERVICE
RATE SCHEDULE NO. R-2097-I-GRIP 2021**

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

PAYMENT

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

RULES AND REGULATIONS

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

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
RESIDENTIAL SERVICE
RATE SCHEDULE NO. R-2097-U-GRIP 2021**

APPLICATION OF SCHEDULE

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

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

MONTHLY RATE

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

(a) The Base Rate consisting of:

(1) Customer Charge – \$24.92¹

(2) Commodity Charge -

For customers billed at a 14.65 Pressure Base:

All Ccf @ 14.65 \$0.33613²

For customers billed at a 14.95 Pressure Base:

All Ccf @ 14.95 \$0.34301³

(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.

Notes:

¹ Customer Charge	\$19.00 (GUD 10669)
2019 GRIP Charge	2.04 (GUD 10833)
2020 GRIP Charge	1.55 (GUD 10947)
2021 GRIP Charge	2.33 (CASE XXXXX)
Total Customer Charge	\$24.92

² Commodity Charge of \$0.33613 (GUD 10669).

³ Commodity Charge of \$0.34301 (GUD 10669).

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
RESIDENTIAL SERVICE
RATE SCHEDULE NO. R-2097-U-GRIP 2021**

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

PAYMENT

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

RULES AND REGULATIONS

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**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
GENERAL SERVICE-SMALL
RATE SCHEDULE NO. GSS-2097-I-GRIP 2021**

APPLICATION OF SCHEDULE

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

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

MONTHLY RATE

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

(a) The Base Rate consisting of:

(1) Customer Charge – \$37.05¹

(2) Commodity Charge –
For customers billed at a 14.65 Pressure Base:
All Ccf @ 14.65 \$0.16286²

For customers billed at a 14.95 Pressure Base:
All Ccf @ 14.95 \$0.16620³

(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.

Notes:

¹ Customer Charge	\$25.00 (GUD 10669)
2019 GRIP Charge	4.16 (GUD 10833)
2020 GRIP Charge	3.11 (GUD 10947)
2021 GRIP Charge	4.78 (CASE XXXXX)
Total Customer Charge	\$37.05

² Commodity Charge of \$0.16286 (GUD 10669).

³ Commodity Charge of \$0.16620 (GUD 10669).

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
GENERAL SERVICE-SMALL
RATE SCHEDULE NO. GSS-2097-I-GRIP 2021**

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

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**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
GENERAL SERVICE-SMALL
RATE SCHEDULE NO. GSS-2097-U-GRIP 2021**

APPLICATION OF SCHEDULE

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

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

MONTHLY RATE

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

(a) The Base Rate consisting of:

(1) Customer Charge – \$37.05¹

(2) Commodity Charge –
For customers billed at a 14.65 Pressure Base:
All Ccf @ 14.65 \$0.16286²

For customers billed at a 14.95 Pressure Base:
All Ccf @ 14.95 \$0.16620³

(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.

Notes:

¹ Customer Charge	\$25.00 (GUD 10669)
2019 GRIP Charge	4.16 (GUD 10833)
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Total Customer Charge	\$37.05

² Commodity Charge of \$0.16286 (GUD 10669).

³ Commodity Charge of \$0.16620 (GUD 10669).

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
GENERAL SERVICE-SMALL
RATE SCHEDULE NO. GSS-2097-U-GRIP 2021**

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

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**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
GENERAL SERVICE-LARGE VOLUME
RATE SCHEDULE NO. GSLV-628-I-GRIP 2021**

AVAILABILITY

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

APPLICATION OF SCHEDULE

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

MONTHLY RATE

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

(a) The Base Rate consisting of:

(1) Customer Charge – \$174.04¹

(2) Commodity Charge –

All Ccf @ 14.65 \$0.07647²

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

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

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

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

Notes:

¹ Customer Charge	\$ 99.50 (GUD 10669)
2019 GRIP Charge	27.20 (GUD 10833)
2020 GRIP Charge	18.73 (GUD 10947)
2021 GRIP Charge	<u>28.61</u> (CASE XXXXX)
Total Customer Charge	\$174.04

² Commodity Charge of \$0.07647 (GUD 10669).

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
GENERAL SERVICE-LARGE VOLUME
RATE SCHEDULE NO. GSLV-628-I-GRIP 2021**

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 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

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AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
GENERAL SERVICE-LARGE VOLUME
RATE SCHEDULE NO. GSLV-628-I-GRIP 2021**

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

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

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

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

SUPPLY INTERRUPTIONS

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

CHARGES FOR UNAUTHORIZED OVER-RUN GAS

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

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.

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
GENERAL SERVICE-LARGE VOLUME
RATE SCHEDULE NO. GSLV-628-I-GRIP 2021**

RULES AND REGULATIONS

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

**CENTERPOINT ENERGY RESOURCES CORP.
D/B/A CENTERPOINT ENERGY ENTEX
AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RATE SHEET
GENERAL SERVICE-LARGE VOLUME
RATE SCHEDULE NO. GSLV-628-U-GRIP 2021**

AVAILABILITY

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

APPLICATION OF SCHEDULE

This schedule is applicable to any general service customer in an unincorporated area or city that has ceded jurisdiction to the Commission in the South Texas Division for commercial uses and industrial uses whose average monthly usage for the prior calendar year is more than 150,000 cubic feet. Gas supplied hereunder is for the individual use of the Consumer at one point of delivery and shall not be resold or shared with others. If the Consumer has a written contract with Company, the terms and provision of such contract shall be controlling. The cities that ceded jurisdiction to the Commission in the South Texas Division include Beeville, Eagle Lake, El Campo, Floresville, Goliad, Hallettsville, Kenedy, New Braunfels, Nordheim, Palacios, Pleasanton, San Diego, San Marcos, Sandy Oaks, Santa Clara, Schertz, Seguin, Selma, Sinton, Umland, and Weimar.

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 – \$174.04¹

(2) Commodity Charge –

All Ccf @ 14.65 \$0.07647²

(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.

Notes:

¹ Customer Charge	\$ 99.50 (GUD 10669)
2019 GRIP Charge	27.20 (GUD 10833)
2020 GRIP Charge	18.73 (GUD 10947)
2021 GRIP Charge	<u>28.61</u> (CASE XXXXX)
Total Customer Charge	\$174.04

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SOUTH TEXAS DIVISION
RATE SHEET
GENERAL SERVICE-LARGE VOLUME
RATE SCHEDULE NO. GSLV-628-U-GRIP 2021**

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

WRITTEN CONTRACT

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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.

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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.

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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.

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- (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

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SOUTH TEXAS DIVISION
RATE SHEET
GENERAL SERVICE-LARGE VOLUME
RATE SCHEDULE NO. GSLV-628-U-GRIP 2021**

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.



Interim Rate Adjustment Application

of

**CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas
("CenterPoint Energy - South Texas Division")**

to the

Railroad Commission of Texas

for the

12 Month Period Ending December 31, 2020

This is an original submission.

Date of Submission: March 4, 2021

**CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas
("CenterPoint Energy - South Texas Division")
Interim Rate Adjustment Application
12 Month Period Ending December 31, 2020
Table of Contents**

Tab Reference	Schedule Description
IRA-1	General Information
IRA-2	Notice
IRA-3	Rate Schedules
IRA-4	Bill Comparisons
IRA-5	IRA Summary
IRA-5	Interim Rate Adjustment Summary
IRA-5	Amount per Rate Class
IRA-6	Direct Initial Plant
IRA-7	Direct Current Plant
IRA-8	Direct Incremental Plant
IRA-9	Allocated Initial Plant
IRA-10	Allocated Current Plant
IRA-11	Allocated Incremental Plant
IRA-12	Direct Additions Project Report
IRA-13	Direct Retirements Project Report
IRA-14	Allocated Additions Project Report
IRA-15	Allocated Retirements Project Report
IRA-16	Direct Additions Detail
IRA-17	Direct Retirements Detail
IRA-18	Allocated Additions Detail
IRA-19	Allocated Retirements Detail
IRA-20	Federal Income Taxes
IRA-21	Ad Valorem Taxes
IRA-21	Other Revenue-related Taxes
IRA-22	Not Used
IRA-23	Signature Page

CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas
("CenterPoint Energy - South Texas Division")
Interim Rate Adjustment Application
12 Month Period Ending December 31, 2020
General Information

1. Provide the exact name of the utility.

CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas
("CenterPoint Energy - South Texas Division")

2. Provide the date when the utility was originally organized.
August 9, 1996

3. Describe any change in the utility name. Include the effective date of the change and state in which the change took effect.
None

4. Provide the name, title, phone number, email address, and office address for the Company representative to whom correspondence should be addressed concerning this report.

Name: Keith L.Wall
Title: Director of Regulatory Affairs
Address: 1111 Louisiana
Houston, TX 77002

Phone: (713) 207-5946
Email: keith.wall@centerpointenergy.com

5. Provide the name, title, phone number, email address, and office address of any other individual designated by the utility to answer questions regarding this report (optional).

Name: Mary A. Kirk
Title: Director, Accounting
Address: P.O. Box 4567
Houston, TX 77210-4567

Phone: (713) 207-5236
Email: MARY.KIRK@CENTERPOINTENERGY.COM

6. Provide the address for the office where the Company's records are kept.

1111 Louisiana
Houston, Texas 77002

7. This rate adjustment will impact the:

- Initial Block Rate
 Monthly Customer Charge

8. How many months are included in the filing period?
12

9. In what year does the test period end?
2020
10. What is the test period ending date for the prior filing? MM/DD/YYYY (Either a rate case or IRA)
Month (MM) 12
Day (DD) 31
Year (YYYY) 2019
11. What is the submission date for this filing?
March 4, 2021
12. Is this an original or a revised submission? (Enter either 'an original' or 'a revised' below.)
an original
13. In what Gas Utilities Docket were current rates set? Provide the docket number only.
10947
14. Enter the docket number for the most recent rate case in which rates were set in this service area.
10669
15. What is the cost of gas per MCF used in calculating average bills for IRA-4?
\$6.1374 at 14.65 pressure base
\$6.2635 at 14.95 pressure base
16. What Federal Income Tax rate was approved in the most recent rate case for this service area?
21%
17. What is the ad valorem tax rate based on the most recent rate case?
0.5717%
18. Complete the following weighted average cost of capital table using factors set in the most recent rate case for this service area:

	Capital Structure	Cost	Weighted Cost
Common Equity	55.00%	9.80%	5.3900%
Debt	45.00%	6.05%	2.7216%
Total	100.00%	15.85%	8.1116%

19. If this is a revised application, identify each schedule number, line number, and column designation where revised input data appears.

**CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas
("CenterPoint Energy - South Texas Division")
Interim Rate Adjustment Application
12 Month Period Ending December 31, 2020
Notice**

1. Attach the Company's proposed Notice.

See attached proposed Notice.

2. Please also provide an electronic copy of the proposed Notice in Microsoft Word with the filing.

An electronic copy of the proposed Notice has been included with the filing package.

3. Attach an affidavit that Notice has been or will be provided by direct mail or bill insert and include the date notice was or will be provided.

See affidavit of Brian K. Gower that notice will be provided, included in the filing package in the section marked "Affidavits".

CUSTOMER NOTICE OF INTERIM RATE ADJUSTMENT

Pursuant to Texas Utilities Code Section 104.301, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (the “Company”), filed an application for an Interim Rate Adjustment/Gas Reliability Infrastructure Program (“GRIP”) with the Railroad Commission of Texas and with the cities in the Company’s South Texas Division on March 4, 2021. This proposed Interim Rate Adjustment applies to all standard sales service customers served by the Company in the cities and unincorporated areas listed below comprising the Company’s South Texas Division and provides for the recovery of additional capital investment incurred from January 1, 2020 through December 31, 2020. The request is for capital investment not included in any previous rate case or rates for service and is subject to refund.

Agua Dulce, Alice, Aransas Pass, Austin, Banquete, Bastrop, Beeville, Bishop, Blessing, Bloomington, Bruni, Buda, Cibolo, Converse, D’Hanis, Driscoll, Eagle Lake, Edna, Edroy, El Campo, Elgin, Falls City, Floresville, Freer, Ganado, Garden Ridge, Giddings, Goliad, Gregory, Hallettsville, Hebbronville, Hondo, Inez, Ingleside, Ingleside on the Bay, Jourdanton, Karnes City, Kenedy, Kingsville, Kyle, LaCoste, La Grange, Laredo, Lolita, Louise, Marion, Mathis, McQueeney, Mirando City, New Braunfels, Niederwald, Nordheim, Odem, Oilton, Orange Grove, Palacios, Pettus, Placedo, Pleasanton, Point Comfort, Port Lavaca, Portland, Poteet, Poth, Premont, Refugio, Runge, San Diego, San Marcos, Sandy Oaks, Santa Clara, Schertz, Schulenburg, Seadrift, Seguin, Selma, Sinton, Skidmore, Smithville, Taft, Tuleta, Uhland, Universal City, Vanderbilt, Victoria, Weimar, and Yorktown.

The Company proposes to increase the customer charge used to calculate the customer’s monthly bill by the amount listed below. The proposed Interim Rate Adjustment effective date is May 3, 2021.

Rate Schedule	Current Customer Charge	Proposed 2021 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
R-2097-I-GRIP 2021; R-2097-U-GRIP 2021 Residential	\$22.59 per customer per month	\$2.33 per customer per month	\$24.92 per customer per month	\$2.33 per customer per month
GSS-2097-I-GRIP 2021; GSS-2097-U-GRIP 2021 General Service Small	\$32.27 per customer per month	\$4.78 per customer per month	\$37.05 per customer per month	\$4.78 per customer per month
GSLV-628-I-GRIP 2021; GSLV-628-U-GRIP 2021 General Service Large Volume	\$145.43 per customer per month	\$28.61 per customer per month	\$174.04 per customer per month	\$28.61 per customer per month

Persons with questions or who want more information about this filing may contact the Company at 800-427-7142. A copy of the filing will be available for inspection during normal business hours at the Company's office at 1111 Louisiana, Houston, Texas 77002 or on the Company's website at CenterPointEnergy.com/southtexasgrip.

Any affected person within the environs may file written comments or a protest concerning this proposed Interim Rate Adjustment with Gas Services, Market Oversight Section, Railroad Commission of Texas, P.O. Box 12967, Austin, Texas 78711-2967. Please reference Case No. XXXXX in your written comment or protest. Any affected person within an incorporated area may contact his or her city council.

CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas
("CenterPoint Energy - South Texas Division")
Interim Rate Adjustment Application
12 Month Period Ending December 31, 2020
Rate Schedules

1. Attach the Company's proposed rate schedules.

See proposed rate schedules included in the filing package in the section marked "Tariffs".

2. Please also provide clean and redlined electronic copies of the proposed rate schedules in Microsoft Word with the filing.

Clean and redlined electronic copies of the proposed rate schedules have been included with the filing package.

Proposed Implementation Date: May 3, 2021

CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas
("CenterPoint Energy - South Texas Division")
Interim Rate Adjustment Application
12 Month Period Ending December 31, 2020
Bill Comparisons

Line No.	Rate Class	Current ⁽¹⁾	Proposed	Difference	% Change
(a)	(b)	(c)	(d)	(e)	(f)
1	Current and Proposed Bill Information - With Gas Cost @ 14.65 Pressure Base				
2	Residential				
3	Customer Charge	\$ 22.59	\$ 24.92	\$ 2.33	10.31%
4	Initial Block Rate per Ccf	\$ 0.33613	\$ 0.33613	\$ -	0.00%
5	Average Monthly Bill** @ 2.2 Mcf (22 Ccf)	\$ 43.19	\$ 45.52	\$ 2.33	5.39%
6					
7	Commercial				
8	Customer Charge	\$ 32.27	\$ 37.05	\$ 4.78	14.81%
9	Initial Block Rate per Ccf	\$ 0.16286	\$ 0.16286	\$ -	0.00%
10	Average Monthly Bill** @ 18.0 Mcf (180 Ccf)	\$ 171.64	\$ 176.42	\$ 4.78	2.78%
11					
12	General Service-Large Volume				
13	Customer Charge	\$ 145.43	\$ 174.04	\$ 28.61	19.67%
14	Initial Block Rate per Ccf	\$ 0.07647	\$ 0.07647	\$ -	0.00%
15	Average Monthly Bill** @ 269.8 Mcf (2698 Ccf)	\$ 2,007.17	\$ 2,035.78	\$ 28.61	1.43%
16					
17					
18	Current and Proposed Bill Information - Without Gas Cost @ 14.65 Pressure Base				
19	Residential				
20	Customer Charge	\$ 22.59	\$ 24.92	\$ 2.33	10.31%
21	Initial Block Rate per Ccf	\$ 0.33613	\$ 0.33613	\$ -	0.00%
22	Average Monthly Bill** @ 2.2 Mcf (22 Ccf)	\$ 29.65	\$ 31.98	\$ 2.33	7.86%
23					
24	Commercial				
25	Customer Charge	\$ 32.27	\$ 37.05	\$ 4.78	14.81%
26	Initial Block Rate per Ccf	\$ 0.16286	\$ 0.16286	\$ -	0.00%
27	Average Monthly Bill** @ 18.0 Mcf (180 Ccf)	\$ 60.92	\$ 65.70	\$ 4.78	7.85%
28					
29	General Service-Large Volume				
30	Customer Charge	\$ 145.43	\$ 174.04	\$ 28.61	19.67%
31	Initial Block Rate per Ccf	\$ 0.07647	\$ 0.07647	\$ -	0.00%
32	Average Monthly Bill** @ 269.8 Mcf (2698 Ccf)	\$ 347.64	\$ 376.25	\$ 28.61	8.23%
33					
34					
35					
36					
37	Current and Proposed Bill Information - With Gas Cost @ 14.95 Pressure Base				
38	Residential				
39	Customer Charge	\$ 22.59	\$ 24.92	\$ 2.33	10.31%
40	Initial Block Rate per Ccf	\$ 0.34301	\$ 0.34301	\$ -	0.00%
41	Average Monthly Bill*** @ 2.2 Mcf (22 Ccf)	\$ 43.62	\$ 45.95	\$ 2.33	5.34%
42					
43	Commercial				
44	Customer Charge	\$ 32.27	\$ 37.05	\$ 4.78	14.81%
45	Initial Block Rate per Ccf	\$ 0.16620	\$ 0.16620	\$ -	0.00%
46	Average Monthly Bill*** @ 18.0 Mcf (180 Ccf)	\$ 174.52	\$ 179.30	\$ 4.78	2.74%
47					
48					
49					
50	Current and Proposed Bill Information - Without Gas Cost @ 14.95 Pressure Base				
51	Residential				
52	Customer Charge	\$ 22.59	\$ 24.92	\$ 2.33	10.31%
53	Initial Block Rate per Ccf	\$ 0.34301	\$ 0.34301	\$ -	0.00%
54	Average Monthly Bill*** @ 2.2 Mcf (22 Ccf)	\$ 29.81	\$ 32.14	\$ 2.33	7.82%
55					
56	Commercial				
57	Customer Charge	\$ 32.27	\$ 37.05	\$ 4.78	14.81%
58	Initial Block Rate per Ccf	\$ 0.16620	\$ 0.16620	\$ -	0.00%
59	Average Monthly Bill*** @ 18.0 Mcf (180 Ccf)	\$ 61.53	\$ 66.31	\$ 4.78	7.77%
60					
61					
62	⁽¹⁾ Current rates set in previous Interim Rate Adjustment docket. Please refer to Item 13 on IRA-1 General Info.				
63	**Average monthly bill calculated using \$6.1374 per Mcf cost of gas, or \$0.61374 per Ccf cost of gas.				
64	***Average monthly bill calculated using \$6.2635 per Mcf cost of gas, or \$0.62635 per Ccf cost of gas.				

CenterPoint Energy d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas
Interim Rate Adjustment Application - South Texas Division
12 Month Period Ending December 2020
Interim Rate Adjustment Summary

Line No.	Description	Per GUD No. 10947		Ref	As of 12/31/2020	Change in Investment
(a)	(b)	As of 12/31/2019	Adjustments	(e)	(f)	(g)
= (f) - (c) + (d)						
11	Direct Utility Plant Investment	\$ 317,617,919	\$ -	-	\$ 354,104,481	\$ 36,486,562
12	Direct Accumulated Depreciation	86,363,233	-	-	90,270,852	3,907,619
13	Allocated Utility Plant Investment (If applicable)	655,722	-	-	689,915	34,193
14	Allocated Accumulated Depreciation (If applicable)	512,020	-	-	428,503	(83,517)
15	Miscellaneous Adjustments	1,498,990	-	-	2,203,716	704,726
16	Net Utility Plant Investment (Ln 11 - 12 + 13 - 14 + 15)	<u>\$ 232,897,379</u>	<u>\$ -</u>	<u>-</u>	<u>\$ 266,298,757</u>	<u>\$ 33,401,378</u>
17						
18	Calculation of the Interim Rate Adjustment Amount:					
19	Rate of Return					8.1116%
20	Return					\$ 2,709,386
21	Depreciation Expense					1,185,020
22	Property-related Taxes (Ad Valorem)					195,139
23	Revenue-related Taxes and State Margin Tax					34,520
24	Federal Income Tax					478,570
25	Interim Rate Adjustment Amount (Sum of Ln 19 through Ln 24)					<u>\$ 4,602,635</u>
26						
27	Interim Rate Adjustment Amount per Rate Class:					
Allocation Factors						
28	Residential		84.8764%			Total Service Area: \$ 3,906,551
29	Commercial		13.0623%			RRC Jurisdiction: \$ 1,232,735
30	General Service-Large Volume		2.0613%			601,210
31						94,874
32	Total (Sum of Ln 28 through Ln 31)		<u>100.00%</u>			<u>\$ 4,602,635</u>
33						<u>\$ 1,548,235</u>
34	Monthly Customer Charge Adjustment:					
Annual Service Area Annual RRC Jurisdiction Monthly Customer						
35	Residential		1,673,460		529,071	\$ 2.33
36	Commercial		125,645		55,805	\$ 4.78
37	General Service-Large Volume		3,316		1,704	\$ 28.61
38						
39			<u>1,802,421</u>		<u>586,580</u>	
40	- OR -					
41	Monthly Initial Block Rate Adjustment:					
Annual Service Area Annual RRC Jurisdiction Monthly Initial Block						
42	Residential					-
43	Commercial					-
44	General Service-Large Volume					-
45						-

CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas
Interim Rate Adjustment Application - South Texas Division
12 Month Period Ending December 2020
Interim Rate Adjustment Summary

Line No.	Description	Prior Year	Current Year	Change in Investment
1	Direct Utility Plant Investment	\$ 317,617,919	\$ 354,104,481	\$ 36,486,562
2	Direct Accumulated Depreciation	86,363,233	90,270,852	3,907,619
3	Allocated Utility Plant Investment (If applicable)	655,722	689,915	34,193
4	Allocated Accumulated Depreciation (If applicable)	512,020	428,503	(83,517)
5	Miscellaneous Adjustments	1,498,990	2,203,716	704,726
6	Net Investment	<u>\$ 232,897,379</u>	<u>\$ 266,298,757</u>	<u>\$ 33,401,378</u>
7				
8	Change in New Investment		\$ 33,401,378	
9	Authorized Return on Capital		8.1116%	
10	Change in Return on Net Investment		2,709,386	
11	Change in Depreciation Expense		1,185,020	
12	Change in Property-related Taxes (Ad Valorem)		195,139	
13	Change in Federal Income Tax		478,570	
14	Interim Rate Adjustment Amount Prior to State Margin Tax		4,568,115	
15	Change in Revenue-related Taxes and State Margin Tax		<u>34,520</u>	
16	Interim Rate Adjustment Amount		<u>\$ 4,602,635</u>	

CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Eritex and CenterPoint Energy Texas Gas

Interim Rate Adjustment Application - South Texas Division

12 Month Period Ending December 2020

Interim Rate Adjustment Amount per Rate Class

Line No.	Rate Type	Interim Rate Adjustment Amount	Allocation Factors per GUD No. 10669	Total Service Area	Customer Bills ⁽¹⁾	Customer Charge	Rounded Customer Charge	RRC Jurisdiction Customer Bills ⁽²⁾	RRC Interim Rate Adjustment
1	Residential	4,602,635	84.8764%	\$ 3,906,551	1,673,460	\$2.33	\$2.33	529,071	\$ 1,232,735
2	Commercial - Small	4,602,635	13.0623%	601,210	125,645	\$4.78	\$4.78	55,805	266,748
3	General Service - Large Volume	4,602,635	2.0613%	94,874	3,316	\$28.61	\$28.61	1,704	48,751
4	Total		100.0000%	\$4,602,635	1,802,421			586,580	\$1,548,235
5									

⁽¹⁾ From WP Customer Count

⁽²⁾ From WP Cust Count Cities Under RRC

Line No.	Plant Type	FERC Plant Account	Standard Amount - Net Plant
1	Intangible Plant		
2		30201.6010: PERPETUAL FRANCHISES AND CONSENTS	1,103
3		30301.6035: MISCELLANEOUS INTANGIBLE PLANT	1,526,893
4		30301.6050: SOFTWARE - MISCELLANEOUS	-
5		30301.6060: SOFTWARE - SAP	385,085
6		30301.6050.05: SOFTWARE - MISCELLANEOUS	-
		Subtotal Intangible Plant	1,913,886
7	Distribution Plant		
8		37401.6840: DISTRIBUTION LAND	1,303,607
9		37402.6880: DIST LD RTS-ROW	42,707
10		37501.6900: DIST STRUCT-CG ML IND MIR	60,982
11		37601.6940: MAINS - NON CAST IRON	-
12		37601.6951: MAINS - STEEL	27,288,126
13		37601.6952: MAINS - PLASTIC	106,977,720
14		37801.6980: MR STAT EQUIP-GEN	523,978
15		37901.7000: MR STAT EQ - ODOOR EQ	2,855,796
16		37901.7010: MR STATION EQUIPMENT - CITY GATE	2,064,875
17		38001.7022: SERVICES - STEEL	43,138,146
18		38001.7023: SERVICES - PLASTIC	92,19,916
19		38101.7050: METERS - DOMESTICSMALL	7,803,350
20		38201.7080: METER INSTALLATIONS - DOMESTICSMALL	578,469
21		38201.7090: METER INSTALLATIONS - INDUSTRIAL/LARGE	4,160,445
22		38301.7120: REG - DOMESTICHOUSE	1,891,066
23		38501.7150: IND. MR STAT EQUIP	332,716
24		38701.7160: OTHER EQ - CNG EQUIP	-
		Subtotal Distribution Plant	210,389,056
25	General Plant		
26		39801.7180: GENERAL LAND	671,686
27		39901.7200: GEN STRUCT/MR	5,045,983
28		39902.7225: GENERAL LEASEHOLD IMPROVEMENTS	109,511
29		39101.7230: FURNITURE & EQUIPMENT-MISCELLANEOUS	50,546
30		39101.7233: OFFICE EQUIP-GENERAL	432,168
31		39102.7260: COMPUTER EQ - MISC	1,068,649
32		39301.7355: STORES EQUIPMENT	1,894
33		39401.7362: TOOLS/WORK EQUIP-ENT	893,595
34		39401.7364: SHOP EQUIP (ENTEX)	-
35		39501.7370: LABORATORY EQUIPMENT	2,442
36		39701.7390: COMMUNICATION EQUIPMENT	18,062
37		39703.7420: COMM EQUIP-METER READING/RTS	6,523,217
38		39801.7450: GENERAL MISCELLANEOUS EQUIPMENT	199,411
39		Subtotal General Plant	15,077,164
40	Transportation & Power Operated Equipment		
41		39601.7380: POWER OPERATED EQUIPMENT	563,480
42		39201.7300: AUTOS	108,848
43		39201.7320: TRUCKS	3,177,368
44		39201.7340: TRAILERS	85,090
45		Subtotal Transportation & Power Operated Equipment	3,934,786
46			
47			
48	Total		231,254,686
49			
50	Rate Base Adjustments - 8.209 Assets		
51		37601.6951: MAINS - STEEL	57,981
52		37601.6952: MAINS - PLASTIC	205,189
53		38001.7022: SERVICES - STEEL	19
54		38001.7023: SERVICES - PLASTIC	159,522
55		Subtotal Rate Base Adjustments - 8.209 Assets	422,711
56			
57	Rate Base Adjustments - Other		
58		MEALS: MEALS	(13,286)
59		RWIP: RWIP	1,089,576
60		Subtotal Rate Base Adjustments - Other	1,076,290
61			
62	Adjusted Total		
63			\$ 232,753,677
64			
65		(1) The depreciation rate is an overall average.	

Line No.	Plant Type	FERC Plant Account	Standard Allocation	Standard Amount - Original Cost	Standard Amount - Depreciation Expense	Standard Amount - Accumulated Depreciation	Standard Amount - Net Plant
1	Intangible Plant						
2		30201.6010 PERPETUAL FRANCHISES AND CONSENTS	98.222%	\$ 1,103 \$	\$ - \$	\$ - \$	\$ 1,103
3		30301.6035 MISCELLANEOUS INTANGIBLE PLANT	98.222%	\$ 2,812,286 \$	\$ 562,457 \$	\$ 1,560,117 \$	\$ 1,252,169
4		30301.6050 SOFTWARE - MISCELLANEOUS	98.222%	\$ - \$	\$ - \$	\$ - \$	\$ -
5		30301.6060 SOFTWARE - MISCELLANEOUS	98.222%	\$ 1,187,681 \$	\$ 118,768 \$	\$ 217,786 \$	\$ 969,915
6		30301.6050-05 SOFTWARE - MISCELLANEOUS	98.222%	\$ - \$	\$ - \$	\$ - \$	\$ -
7		Subtotal Intangible Plant		\$ 4,001,069 \$	\$ 681,225 \$	\$ 1,777,904 \$	\$ 2,223,165
8	Distribution Plant						
9		37401.6840 DISTRIBUTION LAND	98.222%	\$ 1,303,607 \$	\$ 0 \$	\$ - \$	\$ 1,303,607
10		37402.6880 DIST LD RTS-ROW	98.222%	\$ 73,581 \$	\$ 1,008 \$	\$ 31,883 \$	\$ 41,698
11		37501.6900 DIST STRUCT-OG ML IND/MR	98.222%	\$ 104,366 \$	\$ 1,920 \$	\$ 45,305 \$	\$ 59,062
12		37601.6940 MANS - NON CAST IRON	98.222%	\$ - \$	\$ - \$	\$ - \$	\$ -
13		37601.6951 MANS - STEEL	98.222%	\$ 51,646,859 \$	\$ 2,040,051 \$	\$ 19,254,025 \$	\$ 32,392,835
14		37601.6962 MANS - PLASTIC	98.222%	\$ 153,449,702 \$	\$ 4,097,107 \$	\$ 27,003,389 \$	\$ 126,446,314
15		37601.6980 MRS STAT EQUIP-GEN	98.222%	\$ 2,719,914 \$	\$ 98,549 \$	\$ 529,078 \$	\$ 2,190,836
16		37601.7000 MRS STAT EQUIP-IND	98.222%	\$ 731,773 \$	\$ 47,885 \$	\$ 159,864 \$	\$ 571,918
17		37601.7010 MRS STAT EQUIP-IND	98.222%	\$ 4,271,690 \$	\$ 149,719 \$	\$ 1,571,653 \$	\$ 2,700,037
18		38001.7022 SERVICES - STEEL	98.222%	\$ 2,814,821 \$	\$ 133,423 \$	\$ 79,078 \$	\$ 2,735,743
19		38001.7023 SERVICES - PLASTIC	98.222%	\$ 73,857,116 \$	\$ 2,960,322 \$	\$ 23,369,616 \$	\$ 48,547,286
20		38001.7060 METER INSTALLATIONS - DOMESTIC SMALL	98.222%	\$ 116,160 \$	\$ 1,410 \$	\$ 1,410 \$	\$ 114,750
21		38001.7060 METER INSTALLATIONS - DOMESTIC MEDIUM	98.222%	\$ 115,618,866 \$	\$ 3,935,512 \$	\$ 2,894,550 \$	\$ 112,723,816
22		38001.7090 METER INSTALLATIONS - INDUSTRIAL/LARGE	98.222%	\$ 1,235,049 \$	\$ 50,020 \$	\$ 695,428 \$	\$ 539,621
23		38001.7120 REG - DOMESTIC/HOUSE	98.222%	\$ 5,193,132 \$	\$ 179,163 \$	\$ 782,765 \$	\$ 4,410,368
24		38001.7150 IND MRS STAT EQUIP	98.222%	\$ 2,265,096 \$	\$ 66,594 \$	\$ 200,937 \$	\$ 2,064,169
25		38001.7160 OTHER EQ - CNG EQUIP	98.222%	\$ 767,767 \$	\$ 20,653 \$	\$ 455,704 \$	\$ 312,063
26		Subtotal Distribution Plant		\$ 321,603,977 \$	\$ 10,571,405 \$	\$ 78,433,365 \$	\$ 243,170,612
27	General Plant						
28		38901.7180 GENERAL LAND	98.222%	\$ 671,696 \$	\$ - \$	\$ - \$	\$ 671,696
29		39001.7200 GEN STRUCT/IMPR	98.222%	\$ 5,791,824 \$	\$ 169,121 \$	\$ 915,284 \$	\$ 4,876,541
30		39002.7225 GENERAL LEASEHOLD IMPROVEMENTS	98.222%	\$ 131,615 \$	\$ 8,779 \$	\$ 30,883 \$	\$ 100,733
31		39101.7230 FURNITURE & EQUIPMENT-MISCELLANEOUS	98.222%	\$ 60,297 \$	\$ 3,015 \$	\$ 12,786 \$	\$ 47,530
32		39102.7280 OFFICE EQUIP-GENERAL	98.222%	\$ 654,334 \$	\$ 32,717 \$	\$ 254,884 \$	\$ 399,451
33		39102.7280 COMPUTER EQ - MISC	98.222%	\$ 2,002,324 \$	\$ 286,132 \$	\$ 1,201,041 \$	\$ 801,283
34		39301.7355 STORES EQUIPMENT	98.222%	\$ 1,894 \$	\$ 126 \$	\$ - \$	\$ 1,894
35		39401.7362 TOOLWORK EQUIP-ENT	98.222%	\$ 1,638,089 \$	\$ 234,083 \$	\$ 963,552 \$	\$ 674,538
36		39401.7364 SHOP EQUIP (ENTEX)	98.222%	\$ - \$	\$ - \$	\$ - \$	\$ -
37		39501.7370 LABORATORY EQUIPMENT	98.222%	\$ 7,507 \$	\$ 501 \$	\$ 5,585 \$	\$ 1,942
38		39701.7390 COMMUNICATION EQUIPMENT	98.222%	\$ 96,667 \$	\$ 1,833 \$	\$ 20,439 \$	\$ 76,228
39		39703.7420 COMM EQUIP-METER READING/RTS	98.222%	\$ 8,930,846 \$	\$ 441,542 \$	\$ 2,896,533 \$	\$ 5,994,313
40		39801.7450 GENERAL MISCELLANEOUS EQUIPMENT	98.222%	\$ 713,947 \$	\$ 47,620 \$	\$ 120,056 \$	\$ 593,891
41		Subtotal General Plant		\$ 20,541,032 \$	\$ 1,225,470 \$	\$ 6,421,002 \$	\$ 14,120,030
42	Transportation & Power Operated Equipment						
43		39801.7380 POWER OPERATED EQUIPMENT	98.222%	\$ 1,216,342 \$	\$ 129,419 \$	\$ 792,822 \$	\$ 433,521
44		39201.7300 AUTOS	98.222%	\$ 166,284 \$	\$ 21,718 \$	\$ 34,023 \$	\$ 132,270
45		39201.7320 TRUCKS	98.222%	\$ 6,215,956 \$	\$ 916,640 \$	\$ 2,565,674 \$	\$ 3,700,683
46		39201.7340 TROLLERS	98.222%	\$ 298,811 \$	\$ 38,185 \$	\$ 238,983 \$	\$ 60,828
47		Subtotal Transportation & Power Operated Equipment		\$ 7,898,403 \$	\$ 1,009,952 \$	\$ 3,036,601 \$	\$ 4,891,802
48	Total			\$ 354,104,481 \$	\$ 13,489,032 \$	\$ 90,270,852 \$	\$ 263,833,629
49	Rate Base Adjustments - 8,209 Assets						
50		37601.6951 MANS - STEEL	98.222%	\$ 149,472 \$	\$ 5,904 \$	\$ - \$	\$ 149,472
51		37601.6952 MANS - PLASTIC	98.222%	\$ 600,369 \$	\$ 16,030 \$	\$ - \$	\$ 600,369
52		38001.7022 SERVICES - STEEL	98.222%	\$ 1,651 \$	\$ 78 \$	\$ - \$	\$ 1,651
53		38001.7023 SERVICES - PLASTIC	98.222%	\$ 292,656 \$	\$ 11,704 \$	\$ - \$	\$ 292,656
54		Subtotal Rate Base Adjustments - 8,209 Assets		\$ 1,044,149 \$	\$ 33,806 \$	\$ - \$	\$ 1,044,149
55							
56							
57	Rate Base Adjustments - Other						
58		MEALS: MEALS	98.222%	\$ (7,133) \$	\$ (277) \$	\$ - \$	\$ (7,133)
59		RWIP: RWIP	98.222%	\$ - \$	\$ - \$	\$ (1,166,700) \$	\$ 1,166,700
60		Subtotal Rate Base Adjustments - Other		\$ (7,133) \$	\$ (277) \$	\$ (1,166,700) \$	\$ 1,159,297
61	Total			\$ 355,141,497 \$	\$ 13,521,561 \$	\$ 85,104,152 \$	\$ 269,037,345
62							
63							
64							

(1) The depreciation rate is an overall average.
(2) From WP Meals

CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy, Entex and CenterPoint Energy Texas Gas
 Interim Rate Adjustment Application - South Texas Division
 12 Month Period Ending December, 2020
 Allocated Initial Plant

Line No.	Plant Type	FERC Plant Account	Jurisdiction	Gross Plant as of 12/31/2019	Depreciation Rate per GUD No. 10669	Depreciation Expense	Accumulated Depreciation	Net Plant	Allocation Factor	Allocated Gross Plant	Allocated Depreciation Expense
1	Intangible Plant			\$ -	20.00%	\$ -	\$ -	\$ -	7.37%	\$ -	\$ -
2		30301 6035-05: Misc: Intangible Plant	Entex Corp	-	10.00%	-	-	-	7.37%	-	-
3		30301 6035-10: Misc: Intangible Plant	Entex Corp	-	20.00%	-	-	-	7.37%	-	-
4		30301 6035: MISCELLANEOUS INTANGIBLE PLANT	Entex Corp	-	0.00%	-	-	-	7.37%	-	-
5		30301 6060: SOFTWARE - MISCELLANEOUS	Entex Corp	2,191,150	10.00%	219,115	1,461,577	729,573	7.37%	161,488	16,149
6		30301 6060: SOFTWARE - SAP	Entex Corp	2,191,150		219,115	1,461,577	729,573		161,488	16,149
7			Subtotal Intangible Plant								
8	Distribution Plant			-	3.39%	-	-	-	7.37%	-	-
9		38101 7050: METERS - DOMESTIC/SMALL	Entex Corp	-	3.45%	-	-	-	7.37%	-	-
10		38301 7120: REG - DOMESTIC/HOUSE	Entex Corp	-	2.69%	-	-	-	7.37%	-	-
11		38701 7160: OTHER EQ - CNG EQUIP	Entex Corp	-		-	-	-		-	-
12			Subtotal Distribution Plant								
13	General Plant			-	2.92%	-	-	-	7.37%	-	-
14		36001 7200: GEN STRUCT/IMPR	Entex Corp	-	6.67%	-	-	-	7.37%	-	-
15		36002 7225: GENERAL LEASEHOLD IMPROVEMENTS	Entex Corp	285,767	5.00%	14,289	126,165	159,622	7.37%	21,062	1,053
16		39101 7230: FURNITURE & EQUIPMENT-MISCELLANEOUS	Entex Corp	1,313,097	5.00%	65,655	1,310,246	2,850	7.37%	96,775	4,839
17		39101 7232: OFFICE EQUIP-GENERAL	Entex Corp	4,019,657	14.29%	574,409	3,618,042	401,615	7.37%	266,249	42,334
18		39102 7260: COMPUTER EQ - MISC	Entex Corp	808,119	14.29%	115,480	353,752	454,367	8.41%	67,963	9,712
19		39102 7260: COMPUTER EQ - MISC	Tx Meters-Regulators & Gas Support	22,324	5.00%	1,116	14,605	7,719	7.37%	1,045	82
20		39101 7390: COMMUNICATION EQUIPMENT	Entex Corp	142,517	6.67%	9,506	87,634	54,884	7.37%	10,504	701
21		39801 7450: GENERAL MISCELLANEOUS EQUIPMENT	Entex Corp	3,220	6.67%	215	1,260	1,960	8.41%	271	18
22		39801 7450: GENERAL MISCELLANEOUS EQUIPMENT	Tx Meters-Regulators & Gas Support	6,594,720		780,670	5,511,704	1,083,016		494,469	58,739
23			Subtotal General Plant								
24	Transportation & Power Operated Equipment			157,860	13.05%	20,616	49,447	108,413	7.37%	11,634	1,519
25		39201 7300: AUTOS	Entex Corp	271,954	13.05%	35,517	18,619	253,335	7.37%	-	-
26		39201 7300: AUTOS	Houston, Conroe & Tx Coast Rptg Area	-	13.05%	-	279	(279)	7.37%	-	-
27		39201 7320: TRUCKS	Entex Corp	-	13.05%	-	-	-	7.37%	-	-
28		39201 7320: TRUCKS	Houston, Conroe & Tx Coast Rptg Area	-	13.05%	-	-	-	8.41%	-	-
29		39201 7320: TRUCKS	Tx Meters-Regulators & Gas Support	-	13.05%	-	-	-	7.37%	-	-
30		39201 7340: TRAILERS	Entex Corp	-	10.64%	-	-	-	7.37%	-	-
31		39601 7380: POWER OPERATED EQUIPMENT	Entex Corp	429,814		56,134	68,344	361,470		11,634	1,519
32			Subtotal Transportation & Power Operated Equipment								
33			Total	\$ 9,215,685		\$ 1,055,919	\$ 7,041,625	\$ 2,174,059		\$ 667,591	\$ 76,407

Line No.	Plant Type	FERC Plant Account	Jurisdiction	Allocated Accumulated Depreciation	Allocated Net Plant	Standard Allocation	Allocated Standard Original Cost	Allocated Standard Amount Depreciation Expense	Allocated Standard Amount Accumulated Depreciation	Allocated Standard Amount Net Plant
1	Intangible Plant			\$	\$					
2		30301.6035-05: Misc Intangible Plant	Entrex Corp	-	-	98.222%	-	-	-	-
3		30301.6035-10: Misc Intangible Plant	Entrex Corp	-	-	98.222%	-	-	-	-
4		30301.6035: MISCELLANEOUS INTANGIBLE PLANT	Entrex Corp	-	-	98.222%	-	-	-	-
5		30301.6050: SOFTWARE - MISCELLANEOUS	Entrex Corp	-	-	98.222%	-	-	-	-
6		30301.6060: SOFTWARE - SAP	Entrex Corp	107,718	53,770	98.222%	158,617	15,862	105,603	52,814
7			Subtotal Intangible Plant	107,718	53,770		158,617	15,862	105,603	52,814
8	Distribution Plant									
9		38101.7050: METERS - DOMESTIC/SMALL	Entrex Corp	-	-	98.222%	-	-	-	-
10		38301.7120: REG - DOMESTIC/HOUSE	Entrex Corp	-	-	98.222%	-	-	-	-
11		38701.7160: OTHER EQ - CNG EQUIP	Entrex Corp	-	-	98.222%	-	-	-	-
12			Subtotal Distribution Plant	-	-		-	-	-	-
13	General Plant									
14		39001.7200: GEN STRUCT/IMPR	Entrex Corp	-	-	98.222%	-	-	-	-
15		39002.7225: GENERAL LEASEHOLD IMPROVEMENTS	Entrex Corp	-	-	98.222%	-	-	-	-
16		39101.7230: FURNITURE & EQUIPMENT-MISCELLANEOUS	Entrex Corp	9,298	11,764	98.222%	20,688	1,034	9,133	11,555
17		39101.7232: OFFICE EQUIP-GENERAL	Entrex Corp	96,665	210	98.222%	95,055	4,753	94,848	206
18		39102.7260: COMPUTER EQ - MISC	Entrex Corp	266,650	29,599	98.222%	290,962	41,561	261,909	29,073
19		39102.7260: COMPUTER EQ - MISC	Tx Meleers-Regulators & Gas Support	29,751	38,212	98.222%	66,754	9,539	29,222	37,533
20		39701.7390: COMMUNICATION EQUIPMENT	Entrex Corp	1,076	969	98.222%	1,616	81	1,057	559
21		39901.7450: GENERAL MISCELLANEOUS EQUIPMENT	Entrex Corp	6,459	4,045	98.222%	10,317	688	6,344	3,973
22		39901.7450: GENERAL MISCELLANEOUS EQUIPMENT	Tx Meleers-Regulators & Gas Support	106	165	98.222%	266	18	104	162
23			Subtotal General Plant	409,805	84,564		485,678	57,694	402,617	83,061
24	Transportation & Power Operated Equipment									
25		39201.7300: AUTOS	Entrex Corp	3,644	7,990	98.222%	11,427	1,492	3,579	7,848
26		39201.7300: AUTOS	Houston, Comroe & Tx Coast Rptg Area	-	-	98.222%	-	-	-	-
27		39201.7320: TRUCKS	Entrex Corp	21	(21)	98.222%	-	-	20	(20)
28		39201.7320: TRUCKS	Houston, Comroe & Tx Coast Rptg Area	-	-	98.222%	-	-	-	-
29		39201.7340: TRAILERS	Tx Meleers-Regulators & Gas Support	-	-	98.222%	-	-	-	-
30		39601.7380: POWER OPERATED EQUIPMENT	Entrex Corp	-	-	98.222%	-	-	-	-
31			Subtotal Transportation & Power Operated Equipment	3,665	7,970		11,427	1,492	3,600	7,828
32			Total	\$ 521,288	\$ 146,303		\$ 655,722	\$ 75,048	\$ 512,020	\$ 143,702
33										

CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Entex and CenterPoint Energy, Texas Gas
 Interim Rate Adjustment Application - South Texas Division
 12 Month Period Ending December 2020
 Allocated Current Plant

Line No.	Plant Type	FERC Plant Account	Jurisdiction	Gross Plants as of 12/31/2020	Gross Plant Adjustments	Adjusted Gross Plant as of 12/31/2020	Depreciation Rate per GUD No. 10689	Depreciation Expense	Accumulated Depreciation	Accumulated Depreciation Adjustments	Adjusted Accumulated Depreciation
1	Intangible Plant										
2		30301.6035-05: Misc Intangible Plant	Entex Corp	-	-	-	20.00%	-	-	-	-
3		30301.6035-10: Misc Intangible Plant	Entex Corp	-	-	-	10.00%	-	-	-	-
4		30301.6035: MISCELLANEOUS INTANGIBLE PLANT	Entex Corp	\$ 120,095	\$ -	\$ 120,095	20.00%	\$ 24,019	\$ 4,003	\$ -	\$ 4,003
5		30301.6060: SOFTWARE - MISCELLANEOUS	Entex Corp	-	-	-	0.00%	-	-	-	-
6		30301.6060: SOFTWARE - SAP	Entex Corp	2,191,150	-	2,191,150	10.00%	219,115	1,680,692	-	1,680,692
7			Subtotal Intangible Plant	2,311,246	-	2,311,246		243,134	1,684,695	-	1,684,695
8	Distribution Plant										
9		38101.7050: METERS - DOMESTIC/SMALL	Entex Corp	-	-	-	3.39%	-	-	-	-
10		38301.7120: REG - DOMESTIC/HOUSE	Entex Corp	-	-	-	3.45%	-	-	-	-
11		38701.7160: OTHER EQ - CNG EQUIP	Entex Corp	-	-	-	2.69%	-	-	-	-
12			Subtotal Distribution Plant	-	-	-		-	-	-	-
13	General Plant										
14		39001.7200: GEN STRUCT/IMPR	Entex Corp	-	-	-	2.92%	-	-	-	-
15		39002.7205: GENERAL LEASEHOLD IMPROVEMENTS	Entex Corp	-	-	-	6.67%	-	-	-	-
16		39101.7230: FURNITURE & EQUIPMENT-MISCELLANEOUS	Entex Corp	285,787	-	285,787	5.00%	14,289	140,454	-	140,454
17		39101.7232: OFFICE EQUIP-GENERAL	Entex Corp	1,313,097	-	1,313,097	5.00%	65,655	1,310,246	-	1,310,246
18		39102.7260: COMPUTER EQ - MISC	Entex Corp	3,955,463	-	3,955,463	14.28%	565,238	2,032,669	-	2,032,669
19		39102.7260: COMPUTER EQ - MISC	Tx Meters-Regulators & Gas Support	1,098,580	-	1,098,580	14.28%	156,984	473,432	-	473,432
20		39101.7300: COMMUNICATION EQUIPMENT	Entex Corp	22,324	-	22,324	5.00%	1,116	15,721	-	15,721
21		39801.7450: GENERAL MISCELLANEOUS EQUIPMENT	Entex Corp	142,517	-	142,517	6.67%	9,506	97,139	-	97,139
22		39801.7450: GENERAL MISCELLANEOUS EQUIPMENT	Tx Meters-Regulators & Gas Support	3,220	-	3,220	6.67%	215	1,475	-	1,475
23			Subtotal General Plant	6,820,987	-	6,820,987		813,004	4,071,336	-	4,071,336
24	Transportation & Power Operated Equipment										
25		39201.7300: AUTOS	Entex Corp	244,360	-	244,360	13.06%	31,913	97,966	-	97,966
26		39201.7300: AUTOS	Houston, Conroe & Tx Coast Rptg Area	-	-	-	13.06%	-	-	-	-
27		39201.7320: TRUCKS	Entex Corp	-	-	-	13.06%	-	9,237	-	9,237
28		39201.7320: TRUCKS	Houston, Conroe & Tx Coast Rptg Area	-	-	-	13.06%	-	-	-	-
29		39201.7320: TRUCKS	Tx Meters-Regulators & Gas Support	-	-	-	13.06%	-	(8,589)	-	(8,589)
30		39201.7340: TRAILERS	Entex Corp	-	-	-	13.06%	-	-	-	-
31		39601.7380: POWER OPERATED EQUIPMENT	Entex Corp	-	-	-	10.64%	-	-	-	-
32			Subtotal Transportation & Power Operated Equipment	244,360	-	244,360		31,913	98,244	-	98,244
33			Total	\$ 9,376,593	\$ -	\$ 9,376,593		\$ 1,088,051	\$ 5,854,276	\$ -	\$ 5,854,276

Line No.	Plant Type	FERC Plant Account	Jurisdiction	Net Plant	Allocation Factor	Allocated Gross Plant	Allocated Depreciation Expense	Allocated Accumulated Depreciation	Allocated Net Plant	Standard Allocation	Allocated Standard Original Cost	Allocated Standard Amount Depreciation Expense
1	Intangible Plant											
2		30301.6035-05: Misc Intangible Plant	Entex Corp	-	7.37%	-	-	-	-	98.222%	-	-
3		30301.6035-10: Misc Intangible Plant	Entex Corp	-	7.37%	-	-	-	-	98.222%	-	-
4		30301.6035: MISCELLANEOUS INTANGIBLE PLANT	Entex Corp	\$ 116,092	7.37%	\$ 8,851	\$ 1,770	\$ 295	\$ 8,556	98.222%	\$ 8,694	\$ 1,739
5		30301.6060: SOFTWARE - MISCELLANEOUS	Entex Corp	-	7.37%	-	-	-	-	98.222%	-	-
6		30301.6060: SOFTWARE - SAP	Entex Corp	510,458	7.37%	161,488	16,149	123,867	37,621	98.222%	156,617	15,862
7		Subtotal Intangible Plant		626,551		170,339	17,919	124,162	46,177		167,310	17,600
8	Distribution Plant											
9		38301.7120: REG - DOMESTIC/HOUSE	Entex Corp	-	7.37%	-	-	-	-	98.222%	-	-
10		38701.7160: OTHER EQ - CNG EQUIP	Entex Corp	-	7.37%	-	-	-	-	98.222%	-	-
11												
12		Subtotal Distribution Plant		-		-	-	-	-		-	-
13	General Plant											
14		39001.7200: GEN STRUCT/IMPR	Entex Corp	-	7.37%	-	-	-	-	98.222%	-	-
15		39002.7225: GENERAL LEASEHOLD IMPROVEMENTS	Entex Corp	-	7.37%	-	-	-	-	98.222%	-	-
16		39101.7230: FURNITURE & EQUIPMENT-MISCELLANEOUS	Entex Corp	145,333	7.37%	21,062	1,053	10,351	10,711	98.222%	20,688	1,034
17		39101.7232: OFFICE EQUIP-GENERAL	Entex Corp	2,850	7.37%	56,175	4,839	98,585	210	98.222%	95,055	4,753
18		39102.7260: COMPUTER EQ - MISC	Entex Corp	1,922,614	7.37%	291,519	41,658	149,622	141,697	98.222%	286,536	40,917
19		39102.7260: COMPUTER EQ - MISC	Tx. Meters-Regulators & Gas Support	625,128	8.40%	92,279	13,187	39,768	52,511	98.222%	90,638	12,982
20		39701.7390: COMMUNICATION EQUIPMENT	Entex Corp	6,003	7.37%	1,645	82	1,159	487	98.222%	1,616	81
21		39801.7450: GENERAL MISCELLANEOUS EQUIPMENT	Entex Corp	45,378	7.37%	10,504	701	7,159	3,344	98.222%	10,317	688
22		39801.7450: GENERAL MISCELLANEOUS EQUIPMENT	Tx. Meters-Regulators & Gas Support	1,745	8.40%	270	18	124	147	98.222%	266	18
23		Subtotal General Plant		2,749,651		514,055	61,538	304,949	209,106		504,916	60,443
24	Transportation & Power Operated Equipment											
25		39201.7300: AUTOS	Entex Corp	146,395	7.37%	18,009	2,352	7,220	10,789	98.222%	17,689	2,310
26		39201.7300: AUTOS	Houston, Conroe & Tx Coast Rplg Area	-	-	-	-	-	-	98.222%	-	-
27		39201.7320: TRUCKS	Entex Corp	(9,237)	7.37%	-	-	681	(681)	98.222%	-	-
28		39201.7320: TRUCKS	Houston, Conroe & Tx Coast Rplg Area	-	-	-	-	-	-	98.222%	-	-
29		39201.7320: TRUCKS	Tx. Meters-Regulators & Gas Support	8,959	8.40%	-	-	(753)	753	98.222%	-	-
30		39201.7340: TRAILERS	Entex Corp	-	7.37%	-	-	-	-	98.222%	-	-
31		39601.7380: POWER OPERATED EQUIPMENT	Entex Corp	-	7.37%	-	-	-	-	98.222%	-	-
32		Subtotal Transportation & Power Operated Equipment		146,116		18,009	2,352	7,148	10,861		17,689	2,310
33		Total		\$ 3,522,317		\$ 702,403	\$ 81,809	\$ 436,259	\$ 286,144		\$ 689,915	\$ 80,354

Line No.	Plant Type	FERC Plant Account	Jurisdiction	Allocated Standard Amount Accumulated Depreciation	Standard Amount
1	Intangible Plant				
2		30301.6035-05: Misc Intangible Plant	Entlex Corp	-	-
3		30301.6035-10: Misc Intangible Plant	Entlex Corp	-	-
4		30301.6035: MISCELLANEOUS INTANGIBLE PLANT	Entlex Corp	\$ 280	\$ 8,404
5		30301.6060: SOFTWARE - MISCELLANEOUS	Entlex Corp	-	-
6		30301.6060: SOFTWARE - SAP	Entlex Corp	121,665	36,952
7			Subtotal Intangible Plant	121,955	45,356
8	Distribution Plant				
9		38101.7050: METERS - DOMESTIC/SMALL	Entlex Corp	-	-
10		38301.7120: REG - DOMESTIC/HOUSE	Entlex Corp	-	-
11		38701.7160: OTHER EQ - CNG EQUIP	Entlex Corp	-	-
12			Subtotal Distribution Plant	-	-
13	General Plant				
14		39001.7200: GEN STRUCT/IMPR	Entlex Corp	-	-
15		39002.7225: GENERAL LEASEHOLD IMPROVEMENTS	Entlex Corp	10,167	10,521
16		39101.7230: FURNITURE & EQUIPMENT-MISCELLANEOUS	Entlex Corp	94,848	206
17		39101.7232: OFFICE EQUIP-GENERAL	Entlex Corp	147,159	139,177
18		39102.7260: COMPUTER EQ - MISC	Entlex Corp	38,061	51,577
19		39701.7390: COMMUNICATION EQUIPMENT	Tx Meters-Regulators & Gas Support	1,138	478
20		39801.7450: GENERAL MISCELLANEOUS EQUIPMENT	Entlex Corp	7,032	3,265
21		39801.7450: GENERAL MISCELLANEOUS EQUIPMENT	Tx Meters-Regulators & Gas Support	122	144
22			Subtotal General Plant	299,527	205,388
23					
24	Transportation & Power Operated Equipment				
25		39201.7300: AUTOS	Entlex Corp	7,092	10,597
26		39201.7300: AUTOS	Houston, Conroe & Tx Coast Rplg Area	-	-
27		39201.7320: TRUCKS	Entlex Corp	669	(669)
28		39201.7320: TRUCKS	Houston, Conroe & Tx Coast Rplg Area	-	-
29		39201.7340: TRAILERS	Tx Meters-Regulators & Gas Support	(739)	739
30		39601.7380: POWER OPERATED EQUIPMENT	Entlex Corp	-	-
31			Subtotal Transportation & Power Operated Equipment	7,021	10,668
32			Total	\$ 428,503	\$ 261,412
33					

CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas
 Interim Rate Adjustment Application - South Texas Division
 12 Month Period Ending December 2020
 Allocated Incremental Plant

Line No.	Function	FERC Plant Account	Jurisdiction	Change in Gross Plant as of 12/31/2020 ⁽¹⁾	Depreciation Rate per GUID No. 10669	Depreciation Expense	Change in Accumulated Depreciation	Net Plant	Allocation Factor
1	Intangible Plant								
2		30301.6035-05: Misc Intangible Plant	Enxex Corp	-	20.00%	-	-	-	7.37%
3		30301.6035-10: Misc Intangible Plant	Enxex Corp	-	10.00%	-	-	-	7.37%
4		30301.6035: MISCELLANEOUS INTANGIBLE PLANT	Enxex Corp	\$ 120,095	20.00%	\$ 24,019	\$ 4,003	\$ 116,092	7.37%
5		30301.6060: SOFTWARE - MISCELLANEOUS	Enxex Corp	-	0.00%	-	-	-	7.37%
6		30301.6060: SOFTWARE - SAP	Enxex Corp	-	10.00%	-	219,115	(219,115)	7.37%
7			Subtotal Intangible Plant	<u>120,095</u>		<u>24,019</u>	<u>223,118</u>	<u>(103,023)</u>	
8	Distribution Plant								
9		38101.7050: METERS - DOMESTIC/S/MALL	Enxex Corp	-	3.39%	-	-	-	7.37%
10		38301.7120: REG - DOMESTIC/HOUSE	Enxex Corp	-	3.45%	-	-	-	7.37%
11		38701.7160: OTHER EQ - CNG EQUIP	Enxex Corp	-	2.69%	-	-	-	7.37%
12			Subtotal Distribution Plant	-		-	-	-	
13	General Plant								
14		39001.7200: GEN STRUCT/IMPR	Enxex Corp	-	2.92%	-	-	-	7.37%
15		39002.7225: GENERAL LEASEHOLD IMPROVEMENTS	Enxex Corp	-	6.67%	-	-	-	7.37%
16		39101.7230: FURNITURE & EQUIPMENT-MISCELLANEOUS	Enxex Corp	-	5.00%	-	14,289	(14,289)	7.37%
17		39101.7232: OFFICE EQUIP-GENERAL	Enxex Corp	-	5.00%	-	-	-	7.37%
18		39102.7260: COMPUTER EQ - MISC	Enxex Corp	(64,174)	14.29%	(9,171)	(1,585,173)	1,520,999	8.40%
19		39102.7260: COMPUTER EQ - MISC	Tx Meters-Regulators & Gas Support	280,441	14.29%	41,504	119,680	170,762	7.37%
20		39701.7390: COMMUNICATION EQUIPMENT	Enxex Corp	-	5.00%	-	1,116	(1,116)	7.37%
21		39801.7450: GENERAL MISCELLANEOUS EQUIPMENT	Enxex Corp	-	6.67%	-	9,506	(9,506)	7.37%
22		39801.7450: GENERAL MISCELLANEOUS EQUIPMENT	Tx Meters-Regulators & Gas Support	-	6.67%	-	215	(215)	8.40%
23			Subtotal General Plant	<u>228,267</u>		<u>32,334</u>	<u>(1,440,369)</u>	<u>1,866,634</u>	
24	Transportation & Power Operated Equipment								
25		39201.7300: AUTOS	Enxex Corp	86,501	13.06%	11,297	48,519	37,982	7.37%
26		39201.7300: AUTOS	Houston, Conroe & Tx. Coast Rptg Area	(271,954)	13.06%	(35,517)	(18,619)	(253,335)	0.00%
27		39201.7320: TRUCKS	Enxex Corp	-	13.06%	-	8,959	(8,959)	7.37%
28		39201.7320: TRUCKS	Houston, Conroe & Tx. Coast Rptg Area	-	13.06%	-	-	-	0.00%
29		39201.7320: TRUCKS	Tx Meters-Regulators & Gas Support	-	13.06%	-	(8,959)	8,959	8.40%
30		39201.7340: TRAILERS	Enxex Corp	-	13.06%	-	-	-	7.37%
31		39601.7380: POWER OPERATED EQUIPMENT	Enxex Corp	-	10.64%	-	-	-	7.37%
32			Subtotal Transportation & Power Operated Equipment	<u>(185,453)</u>		<u>(24,220)</u>	<u>29,900</u>	<u>(215,354)</u>	
33			Total	<u>180,909</u>		<u>\$ 32,132</u>	<u>\$ (1,187,349)</u>	<u>\$ 1,348,258</u>	
34									
35									

⁽¹⁾ This schedule takes the difference between schedules IRA-10 & IRA-9.

Line No.	Function	FERC Plant Account	Jurisdiction	Allocated Gross Plant	Allocated Depreciation Expense	Allocated Accumulated Depreciation	Allocated Net Plant	Standard Allocation	Standard Amount
1	Intangible Plant								
2		30301.6035-05: Misc Intangible Plant	Enxex Corp	-	-	-	-	98.222%	-
3		30301.6035-10: Misc Intangible Plant	Enxex Corp	-	-	-	-	98.222%	-
4		30301.6035: MISCELLANEOUS INTANGIBLE PLANT	Enxex Corp	8,851 \$	1,770 \$	295 \$	8,566	98.222%	8,404
5		30301.6060: SOFTWARE - MISCELLANEOUS	Enxex Corp	-	-	-	-	98.222%	-
6		30301.6060: SOFTWARE - SAP	Enxex Corp	-	-	18,149	(18,149)	98.222%	(15,862)
7			Subtotal Intangible Plant	8,851	1,770	18,444	(7,593)		(7,458)
8	Distribution Plant								
9		38101.7050: METERS - DOMESTIC/SMALL	Enxex Corp	-	-	-	-	98.222%	-
10		38301.7120: REG - DOMESTIC/HOUSE	Enxex Corp	-	-	-	-	98.222%	-
11		38701.7160: OTHER EQ - CNG EQUIP	Enxex Corp	-	-	-	-	98.222%	-
12			Subtotal Distribution Plant	-	-	-	-		-
13	General Plant								
14		39001.7200: GEN STRUCT/IMPR	Enxex Corp	-	-	-	-	98.222%	-
15		39002.7225: GENERAL LEASEHOLD IMPROVEMENTS	Enxex Corp	-	-	-	-	98.222%	-
16		39101.7230: FURNITURE & EQUIPMENT-MISCELLANEOUS	Enxex Corp	-	-	1,053	(1,053)	98.222%	(1,034)
17		39101.7232: OFFICE EQUIP-GENERAL	Enxex Corp	-	-	-	-	98.222%	-
18		39102.7260: COMPUTER EQ - MISC	Enxex Corp	(4,730)	(676)	(116,827)	112,088	98.222%	110,105
19		39102.7260: COMPUTER EQ - MISC	Tx Meters-Regulators & Gas Support	24,316	3,475	10,018	14,299	98.222%	14,044
20		39701.7390: COMMUNICATION EQUIPMENT	Enxex Corp	-	-	82	(82)	98.222%	(81)
21		39801.7450: GENERAL MISCELLANEOUS EQUIPMENT	Enxex Corp	-	-	701	(701)	98.222%	(688)
22		39801.7450: GENERAL MISCELLANEOUS EQUIPMENT	Tx Meters-Regulators & Gas Support	(0)	(0)	18	(18)	98.222%	(18)
23			Subtotal General Plant	19,586	2,799	(104,956)	124,542		122,328
24	Transportation & Power Operated Equipment								
25		39201.7300: AUTOS	Enxex Corp	6,375	833	3,576	2,799	98.222%	2,749
26		39201.7300: AUTOS	Houston, Conroe & Tx. Coast Rptg Area	-	-	-	-	98.222%	-
27		39201.7320: TRUCKS	Enxex Corp	-	-	660	(660)	98.222%	(649)
28		39201.7320: TRUCKS	Houston, Conroe & Tx. Coast Rptg Area	-	-	-	-	98.222%	-
29		39201.7340: TRAILERS	Tx Meters-Regulators & Gas Support	-	-	(753)	753	98.222%	739
30		39601.7380: POWER OPERATED EQUIPMENT	Enxex Corp	-	-	-	-	98.222%	-
31			Subtotal Transportation & Power Operated Equipment	6,375	833	3,484	2,892		2,840
32			Total	34,812 \$	5,402 \$	(85,028) \$	119,841		117,710
33									
34									
35									

(1) This schedule takes the difference between schedules IRA-10 & IRA-9.

INVESTMENT AND RETIREMENT PROJECT REPORT

The documents containing the detail for the additions and retirements from IRAs 12, 13, 14 and 15 are voluminous and are being provided in electronic form only

CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Enhex and CenterPoint Energy Texas Gas
Interim Rate Adjustment Application - South Texas Division
12 Month Period Ending December 2020
Direct Additions Detail

Line No.	Plant Type	FERC Plant Account	Additions Original Cost	Plant Adjustments	Adjusted Additions Original Cost	Depreciation Rate per GUD No. 10669	Depreciation Expense	Accumulated Depreciation	AD Adjustments	Adjusted Accumulated Depreciation	Net Plant
1	Intangible Plant		291,622	-	291,622	20.00%	58,324	-	-	-	291,622
2		30301.6035: MISCELLANEOUS INTANGIBLE PLANT	291,622	-	291,622	20.00%	58,324	-	-	-	291,622
3		30301.6060: SOFTWARE - SAP	747,661	-	747,661	10.00%	74,766	-	-	-	747,661
4		Subtotal Intangible Plant	1,039,283	-	1,039,283		133,091	-	-	-	1,039,283
5	Distribution Plant		-	-	-	1.37%	-	-	-	-	-
6		37402.6880: DIST LD RTS-ROW	-	-	-	1.84%	-	-	-	-	-
7		37501.6900: DIST STRUCT-CG ML IND M/R	-	-	-	3.95%	262,128	-	-	-	6,636,156
8		37601.6951: MAINS - STEEL	6,636,156	-	6,636,156	2.87%	607,271	-	-	-	22,744,231
9		37601.6952: MAINS - PLASTIC	22,744,231	-	22,744,231	3.66%	4,480	-	-	-	122,408
10		37801.6980: M/R STAT EQUIP-GEN	122,408	-	122,408	6.53%	5,579	-	-	-	85,443
11		37801.7000: M/R STAT EQ - ODOR EQ	85,443	-	85,443	3.50%	-	-	-	-	-
12		37901.7010: M/R STATION EQUIPMENT - CITY GATE	-	-	-	4.74%	1,095	-	-	-	23,112
13		38001.7022: SERVICES - STEEL	23,112	-	23,112	4.03%	359,236	-	-	-	8,914,045
14		38001.7023: SERVICES - PLASTIC	8,914,045	-	8,914,045	3.39%	10,897	-	-	-	321,459
15		38101.7050: METERS - DOMESTIC/SMALL	321,459	-	321,459	3.33%	31,866	-	-	-	956,924
16		38201.7080: METER INSTALLATIONS - DOMESTIC/SMALL	957,064	(140)	956,924	4.05%	426	-	-	-	10,528
17		38201.7090: METER INSTALLATIONS - INDUSTRIAL/LARGE	10,528	-	10,528	3.45%	15,563	-	-	-	451,115
18		38301.7120: REG - DOMESTIC/HOUSE	451,115	-	451,115	2.94%	7,092	-	-	-	241,218
19		38501.7150: IND. M/R STAT EQUIP	241,218	-	241,218		1,305,635	-	-	-	40,506,640
20		Subtotal Distribution Plant	40,506,780	(140)	40,506,640		1,305,635	-	-	-	40,506,640
21	General Plant		(8,406)	8,406	-	2.92%	-	-	-	-	-
22		39001.7200: GEN STRUCT/IMPR	(8,406)	8,406	-	6.67%	-	-	-	-	-
23		39002.7225: GENERAL LEASEHOLD IMPROVEMENTS	-	-	-	5.00%	-	-	-	-	-
24		39101.7230: FURNITURE & EQUIPMENT-MISCELLANEOUS	-	-	-	5.00%	-	-	-	-	-
25		39101.7232: OFFICE EQUIP-GENERAL	-	-	-	14.29%	7,223	-	-	-	50,546
26		39102.7260: COMPUTER EQ - MISC	50,546	-	50,546	6.67%	2,011	-	-	-	14,076
27		39301.7355: STORES EQUIPMENT	-	-	-	5.00%	-	-	-	-	-
28		39401.7362: TOOL/WORK EQUIP-ENT	14,076	-	14,076	5.00%	7,900	-	-	-	158,005
29		39701.7390: COMMUNICATION EQUIPMENT	158,005	-	158,005	6.67%	28,562	-	-	-	428,222
30		39703.7420: COMM EQUIP-METER READING/E RTS	428,222	-	428,222		45,697	-	-	-	650,850
31		39801.7450: GENERAL MISCELLANEOUS EQUIPMENT	428,222	-	428,222		222,635	-	-	-	1,704,708
32		Subtotal General Plant	642,444	8,406	650,850		1,704,708	-	-	-	43,901,480
33	Transportation & Power Operated Equipment		-	-	-	10.64%	-	-	-	-	-
34		39601.7380: POWER OPERATED EQUIPMENT	-	-	-	13.06%	10,269	-	-	-	78,632
35		39201.7300: AUTOS	78,632	-	78,632	13.06%	212,060	-	-	-	1,623,734
36		39201.7320: TRUCKS	1,623,734	-	1,623,734	13.06%	306	-	-	-	2,342
37		39201.7340: TRAILERS	2,342	-	2,342		222,635	-	-	-	1,704,708
38		Subtotal Transportation & Power Operated Equipment	1,704,708	-	1,704,708		1,707,057	-	-	-	43,901,480
39	Adjusted Total		\$ 43,893,215	\$ 8,266	\$ 43,901,480		\$ 1,707,057	\$ -	\$ -	\$ -	\$ 43,901,480
40	Rate Base Adjustments - 8.209 Assets		152,178	-	152,178	3.95%	6,011	-	-	-	152,178
41		37601.6951: MAINS - STEEL	152,178	-	152,178	2.87%	16,320	-	-	-	611,237
42		37801.6980: M/R STAT EQUIP-GEN	611,237	-	611,237	4.74%	80	-	-	-	1,681
43		38001.7022: SERVICES - STEEL	1,681	-	1,681	4.03%	12,008	-	-	-	297,953
44		38001.7023: SERVICES - PLASTIC	297,953	-	297,953		34,418	-	-	-	1,063,049
45		Subtotal Rate Base Adjustments - 8.209 Assets	1,063,049	-	1,063,049		(282)	(282)	-	-	(7,262)
46	Rate Base Adjustments - Other		(7,262)	-	(7,262)		(282)	(282)	-	-	(7,262)
47		MEALS: MEALS	(7,262)	-	(7,262)		1,741,193	-	-	-	44,957,267
48		Subtotal Rate Base Adjustments - Other	(7,262)	-	(7,262)		1,741,193	-	-	-	44,957,267
49		Total	44,949,002	8,266	44,957,267		1,741,193	-	-	-	44,957,267
50											
51											
52											
53											

(1) The depreciation rate is an overall average.

Line No.	Plant Type	FERC Plant Account	Standard Allocation	Standard Amount Depreciation Expense
1	Intangible Plant			
2		30301.6035: MISCELLANEOUS INTANGIBLE PLANT	98.2222%	57,287
3		30301.6060: SOFTWARE - SAP	98.2222%	73,437
4		Subtotal Intangible Plant		130,724
5	Distribution Plant			
6		37402.6880: DIST LD RTS-ROW	98.2222%	-
7		37501.6900: DIST STRUCT-CG ML IND M/R	98.2222%	-
8		37601.6951: MAINS - STEEL	98.2222%	257,468
9		37601.6952: MAINS - PLASTIC	98.2222%	596,474
10		37801.6980: M/R STAT EQUIP-GEN	98.2222%	4,400
11		37801.7000: M/R STAT EQ - ODOR EQ	98.2222%	5,480
12		37901.7010: M/R STATION EQUIPMENT - CITY GATE	98.2222%	-
13		38001.7022: SERVICES - STEEL	98.2222%	1,076
14		38001.7023: SERVICES - PLASTIC	98.2222%	352,849
15		38101.7050: METERS - DOMESTIC/SMALL	98.2222%	10,704
16		38201.7080: METER INSTALLATIONS - DOMESTIC/SMALL	98.2222%	31,299
17		38201.7090: METER INSTALLATIONS - INDUSTRIAL/LARGE	98.2222%	419
18		38301.7120: REG - DOMESTIC/HOUSE	98.2222%	15,287
19		38501.7150: IND. M/R STAT EQUIP	98.2222%	6,966
20		Subtotal Distribution Plant		1,282,422
21	General Plant			
22		39001.7200: GEN STRUCT/MPR	98.2222%	-
23		39002.7225: GENERAL LEASEHOLD IMPROVEMENTS	98.2222%	-
24		39101.7230: FURNITURE & EQUIPMENT-MISCELLANEOUS	98.2222%	-
25		39102.7260: COMPUTER EQ - MISC	98.2222%	7,095
26		39301.7355: STORES/EQUIPMENT	98.2222%	-
27		39401.7362: TOOL/STOCK EQUIP-ENT	98.2222%	1,976
28		39701.7390: COMMUNICATION EQUIPMENT	98.2222%	-
29		39703.7420: COMM EQUIP-METER READING/ERTS	98.2222%	7,760
30		39801.7450: GENERAL MISCELLANEOUS EQUIPMENT	98.2222%	28,055
31		Subtotal General Plant		44,885
32				
33	Transportation & Power Operated Equipment	39601.7380: POWER OPERATED EQUIPMENT	98.2222%	-
34		39201.7300: AUTOS	98.2222%	10,087
35		39201.7320: TRUCKS	98.2222%	208,289
36		39201.7340: TRAILERS	98.2222%	300
37		Subtotal Transportation & Power Operated Equipment		218,677
38				
39	Adjusted Total			\$ 1,676,707
40				
41	Rate Base Adjustments - 8.209 Assets			
42		37601.6951: MAINS - STEEL	98.2222%	5,904
43		38001.7022: SERVICES - STEEL	98.2222%	16,030
44		38001.7023: SERVICES - PLASTIC	98.2222%	78
45		Subtotal Rate Base Adjustments - 8.209 Assets		11,794
46				33,806
47	Rate Base Adjustments - Other	MEALS: MEALS	98.2222%	(277)
48		Subtotal Rate Base Adjustments - Other		(277)
49				
50	Total			1,710,236
51				
52				
53				

(1) The depreciation rate is an overall average.

CenterPoint Energy Resources Corp. db/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas
Interim Rate Adjustment Application - South Texas Division
12 Month Period Ending December 2020
Direct Retirement Detail

Line No.	Plant Type	FERC Plant Account	Retirement Original Cost	Plant Adjustments	Adjusted Retirements Original Cost	Depreciation Rate per GUD No. 10669	Depreciation Expense	Accumulated Depreciation	AID Adjustments
1	Intangible Plant		(775,450)	-	(775,450)	20.00%	(155,090)	-	-
2		30301.6035: MISCELLANEOUS INTANGIBLE PLANT	-	-	-	0.00%	-	-	-
3		30301.6050: SOFTWARE - MISCELLANEOUS	(775,450)	-	(775,450)	-	(155,090)	-	-
4		Subtotal Intangible Plant	(775,450)	-	(775,450)	-	(155,090)	-	-
5	Distribution Plant								
6		37601.6951: MAINS - STEEL	(784,996)	-	(784,996)	3.95%	(31,007)	-	-
7		37601.6952: MAINS - PLASTIC	(798,041)	-	(798,041)	2.67%	(21,308)	-	-
8		37801.6980: M/R STAT EQUIP-GEN	(5,138)	-	(5,138)	3.66%	(188)	-	-
9		37801.7000: M/R STAT EQ - ODOR EQ	(21,681)	-	(21,681)	6.53%	(1,416)	-	-
10		37901.7010: M/R STATION EQUIPMENT - CITY GATE	-	-	-	3.50%	-	-	-
11		38001.7022: SERVICES - STEEL	(288,233)	-	(288,233)	4.74%	(13,662)	-	-
12		38001.7023: SERVICES - PLASTIC	(616,257)	-	(616,257)	4.03%	(24,835)	-	-
13		38101.7050: METERS - DOMESTIC/SMALL	(181,928)	-	(181,928)	3.39%	(6,167)	-	-
14		38201.7080: METER INSTALLATIONS - DOMESTIC/SMALL	(714,437)	-	(714,437)	3.33%	(23,791)	-	-
15		38201.7090: METER INSTALLATIONS - INDUSTRIAL/LARGE	(9,647)	-	(9,647)	4.05%	(391)	-	-
16		38301.7120: REG - DOMESTIC/HOUSE	(22,787)	-	(22,787)	3.45%	(786)	-	-
17		38501.7150: IND. M/R STAT EQUIP	(19,751)	-	(19,751)	2.94%	(581)	-	-
18		Subtotal Distribution Plant	(3,462,898)	-	(3,462,898)	-	(124,132)	-	-
19	General Plant								
20		39002.7225: GENERAL LEASEHOLD IMPROVEMENTS	-	-	-	6.67%	-	-	-
21		39102.7260: COMPUTER EQ - MISC	(352,779)	-	(352,779)	14.29%	(50,412)	-	-
22		39401.7362: TOOL/WORK EQUIP-ENT	-	-	-	14.29%	-	-	-
23		39703.7420: COMM EQUIP-METER READING/ERTS	(590,712)	-	(590,712)	5.00%	(29,536)	-	-
24		Subtotal General Plant	(943,491)	-	(943,491)	-	(79,948)	-	-
25	Transportation & Power Operated Equipment								
26		39601.7380: POWER OPERATED EQUIPMENT	-	-	-	10.64%	-	-	-
27		39201.7300: AUTOS	(137,844)	-	(137,844)	13.06%	(18,002)	-	-
28		39201.7320: TRUCKS	(1,425,448)	-	(1,425,448)	13.06%	(186,164)	-	-
29		39201.7340: TRAILERS	(9,347)	-	(9,347)	13.06%	(1,221)	-	-
30		Subtotal Transportation & Power Operated Equipment	(1,572,639)	-	(1,572,639)	-	(205,387)	-	-
31	Total		(6,754,479)	-	(6,754,479)	-	(564,556)	-	-
32	Rate Base Adjustments - 8.209 Assets								
33		37601.6951: MAINS - STEEL	(59,030)	-	(59,030)	3.95%	(2,332)	-	-
34		37601.6952: MAINS - PLASTIC	(208,904)	-	(208,904)	2.67%	(5,578)	-	-
35		38001.7022: SERVICES - STEEL	(19)	-	(19)	4.74%	(1)	-	-
36		38001.7023: SERVICES - PLASTIC	(162,409)	-	(162,409)	4.03%	(6,545)	-	-
37		Subtotal Rate Base Adjustments - 8.209 Assets	(430,362)	-	(430,362)	-	(14,455)	-	-
38									
39	Total		(7,184,841)	-	(7,184,841)	-	(579,012)	-	-
40									

CenterPoint E

Line No.	Plant Type	FERC Plant Account	Adjusted Accumulated Depreciation	Net Plant	Standard Allocation	Standard Amount Depreciation Expense
1	Intangible Plant					
2		30301.6035: MISCELLANEOUS INTANGIBLE PLANT	-	-\$ (775,450)	98.222%	(152,333)
3		30301.6050: SOFTWARE - MISCELLANEOUS	-		98.222%	-
4		Subtotal Intangible Plant	-	(775,450)		(152,333)
5	Distribution Plant					
6		37601.6951: MAINS - STEEL	-	(784,996)	98.222%	(30,456)
7		37601.6952: MAINS - PLASTIC	-	(798,041)	98.222%	(20,929)
8		37801.6980: M/R STAT EQUIP-GEN	-	(5,138)	98.222%	(185)
9		37801.7000: M/R STAT EQ - ODOR EQ	-	(21,681)	98.222%	(1,391)
10		37901.7010: M/R STATION EQUIPMENT - CITY GATE	-	-	98.222%	-
11		38001.7022: SERVICES - STEEL	-	(288,233)	98.222%	(13,419)
12		38001.7023: SERVICES - PLASTIC	-	(616,257)	98.222%	(24,394)
13		38101.7050: METERS - DOMESTIC/SMALL	-	(181,928)	98.222%	(6,058)
14		38201.7080: METER INSTALLATIONS - DOMESTIC/SMALL	-	(714,437)	98.222%	(23,368)
15		38201.7090: METER INSTALLATIONS - INDUSTRIAL/LARGE	-	(9,647)	98.222%	(384)
16		38301.7120: REG - DOMESTIC/HOUSE	-	(22,787)	98.222%	(772)
17		38501.7150: IND. M/R STAT EQUIP	-	(19,751)	98.222%	(570)
18		Subtotal Distribution Plant	-	(3,462,898)		(121,925)
19	General Plant					
20		39002.7225: GENERAL LEASEHOLD IMPROVEMENTS	-	-	98.222%	-
21		39102.7260: COMPUTER EQ - MISC	-	(352,779)	98.222%	(49,516)
22		39401.7362: TOOLS/WORK EQUIP-ENT	-	-	98.222%	-
23		39703.7420: COMM EQUIP-METER READING/ERTS	-	(590,712)	98.222%	(29,010)
24		Subtotal General Plant	-	(943,491)		(78,526)
25	Transportation & Power Operated Equipment					
26		39601.7380: POWER OPERATED EQUIPMENT	-	-	98.222%	-
27		39201.7300: AUTOS	-	(137,844)	98.222%	(17,682)
28		39201.7320: TRUCKS	-	(1,425,448)	98.222%	(182,854)
29		39201.7340: TRAILERS	-	(9,347)	98.222%	(1,199)
30		Subtotal Transportation & Power Operated Equipment	-	(1,572,639)		(201,735)
31	Total					
32			-	(6,754,479)		(554,519)
33	Rate Base Adjustments - 8.209 Assets					
34		37601.6951: MAINS - STEEL	-	(59,030)	98.222%	(2,290)
35		37601.6952: MAINS - PLASTIC	-	(208,904)	98.222%	(5,479)
36		38001.7022: SERVICES - STEEL	-	(19)	98.222%	(1)
37		38001.7023: SERVICES - PLASTIC	-	(162,409)	98.222%	(6,429)
38		Subtotal Rate Base Adjustments - 8.209 Assets	-	(430,362)		(14,198)
39	Total		-	(7,184,841)		(568,718)
40						

CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas
 Interim Rate Adjustment Application - South Texas Division
 12 Month Period Ending December 2020
 Allocated Additions Detail

Line No.	Plant Type	FERC Plant Account	Jurisdiction	Additions Original Cost	Plant Adjustments	Adjusted Additions Original Cost	Depreciation Rate per GUD No. 10669	Depreciation Expense	Accumulated Depreciation
1	Intangible Plant			120,095	-	120,095	20.00%	24,019	-
2		30301.6035: MISCELLANEOUS INTANGIBLE PLANT	Entex Corp	-	-	-	-	-	-
3		30301.6060: SOFTWARE - SAP	Entex Corp	-	-	-	10.00%	-	-
4			Subtotal Intangible Plant	120,095	-	120,095		24,019	-
5	General Plant			-	-	-	5.00%	-	-
6		39101.7230: FURNITURE & EQUIPMENT-MISCELLANEOUS	Entex Corp	2,131,722	-	2,131,722	14.29%	304,623	-
7		39102.7260: COMPUTER EQ - MISC	Entex Corp	290,441	-	290,441	14.29%	41,504	-
8		39801.7450: GENERAL MISCELLANEOUS EQUIPMENT	Tx Meters-Regulators & Gas Support	-	-	-	6.67%	-	-
9		39801.7450: GENERAL MISCELLANEOUS EQUIPMENT	Entex Corp	-	-	-	6.67%	-	-
10			Tx Meters-Regulators & Gas Support	-	-	-	6.67%	-	-
11			Subtotal General Plant	2,422,163	-	2,422,163		346,127	-
12	Transportation & Power Operated Equipment			86,501	-	86,501	13.06%	11,297	-
13		39201.7300: AUTOS	Entex Corp	-	-	-	13.06%	-	-
14		39201.7320: TRUCKS	Entex Corp	-	-	-	-	-	-
15			Subtotal Transportation & Power Operated Equipment	86,501	-	86,501		11,297	-
16	Total			2,628,759	-	2,628,759		381,443	-
17				2,628,759	-	2,628,759		381,443	-
18			Total	2,628,759	-	2,628,759		381,443	-
19				2,628,759	-	2,628,759		381,443	-

Line No.	Plant Type	FERC Plant Account	Jurisdiction	A/D Adjustments	Adjusted Accumulated Depreciation	Net Plant	Allocation Factor	Allocated Original Cost	Allocated Depreciation Expense
1	Intangible Plant								
2		30301.6035: MISCELLANEOUS INTANGIBLE PLANT	Entex Corp	-	-	120,095	7.37%	8,851	1,770
3		30301.6060: SOFTWARE - SAP	Entex Corp	-	-	120,095	7.37%	8,851	-
4			Subtotal Intangible Plant						
5	General Plant								
6		39101.7230: FURNITURE & EQUIPMENT-MISCELLANEOUS	Entex Corp	-	-	-	7.37%	-	-
7		39102.7260: COMPUTER EQ - MISC	Entex Corp	-	-	2,131,722	7.37%	157,108	22,451
8		39102.7260: COMPUTER EQ - MISC	Tx Meters-Regulators & Gas Support	-	-	290,441	8.40%	24,397	3,486
9		39801.7450: GENERAL MISCELLANEOUS EQUIPMENT	Entex Corp	-	-	-	7.37%	-	-
10		39801.7450: GENERAL MISCELLANEOUS EQUIPMENT	Tx Meters-Regulators & Gas Support	-	-	-	8.40%	-	-
11			Subtotal General Plant			2,422,163		181,505	25,937
12	Transportation & Power Operated Equipment								
13		39201.7300: AUTOS	Entex Corp	-	-	86,501	7.37%	6,375	833
14		39201.7320: TRUCKS	Entex Corp	-	-	-	7.37%	-	-
15			Subtotal Transportation & Power Operated Equipment			86,501		6,375	833
16	Total					2,628,759		196,731	28,540
17						2,628,759		196,731	28,540
18									
19									

Line No.	Plant Type	FERC Plant Account	Jurisdiction	Allocated Net Plant	Standard Allocation	Allocated Standard Amount-Depreciation Expense
1	Intangible Plant					
2		30301.6035: MISCELLANEOUS INTANGIBLE PLANT	Entex Corp	8,851	98.222%	1,739
3		30301.6060: SOFTWARE - SAP	Entex Corp	-	98.222%	-
4			Subtotal Intangible Plant	8,851		1,739
5	General Plant					
6		39101.7230: FURNITURE & EQUIPMENT-MISCELLANEOUS	Entex Corp	-	98.222%	-
7		39102.7260: COMPUTER EQ - MISC	Entex Corp	157,108	98.222%	22,062
8		39102.7260: COMPUTER EQ - MISC	Tx Meters-Regulators & Gas Support	24,397	98.222%	3,424
9		39801.7450: GENERAL MISCELLANEOUS EQUIPMENT	Entex Corp	-	98.222%	-
10		39801.7450: GENERAL MISCELLANEOUS EQUIPMENT	Tx Meters-Regulators & Gas Support	-	98.222%	-
11			Subtotal General Plant	181,505		25,476
12	Transportation & Power Operated Equipment					
13		39201.7300: AUTOS	Entex Corp	6,375	98.222%	818
14		39201.7320: TRUCKS	Entex Corp	-	98.222%	-
15			Subtotal Transportation & Power Operated Equipment	6,375		818
16	Total			196,731		28,032
17			Total	196,731		28,032
18						
19						

CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas
 Interim Rate Adjustment Application - South Texas Division
 12 Month Period Ending December 2020
 Allocated Retire Detail

Line No.	Plant Type	FERC Plant Account	Jurisdiction	Retirements Original Cost	Adjustments	Adjusted Retirements Original Costs	Depreciation Rate per GUID No. 10669	Depreciation Expense	Accumulated Depreciation
1	Intangible Plant								
2		30301.6035: MISCELLANEOUS INTANGIBLE PLANT	Entex Corp	-	-	-	20.00%	-	-
3		30301.6050: SOFTWARE - MISCELLANEOUS	Entex Corp	-	-	-	0.00%	-	-
4		30301.6060: SOFTWARE - SAP	Entex Corp	-	-	-	10.00%	-	-
5			Subtotal Intangible Plant						
6	Distribution Plant								
7		38701.7160: OTHER EQ - CNG EQUIP	Entex Corp	-	-	-	2.69%	-	-
8			Subtotal Distribution Plant						
9	General Plant								
10		39002.7225: GENERAL LEASEHOLD IMPROVEMENTS	Entex Corp	-	-	-	6.67%	-	-
11		39102.7260: COMPUTER EQ - MISC	Entex Corp	(2,195,897)	-	(2,195,897)	14.29%	(313,794)	-
12			Subtotal General Plant						
13	Transportation & Power Operated Equipment								
14		39201.7320: TRUCKS	Entex Corp	-	-	-	13.06%	-	-
15			Subtotal Transportation & Power Operated Equipment						
16	Total								
17				(2,195,897)	-	(2,195,897)		(313,794)	-
18			Total					\$ (313,794)	\$ -

Line No.	Plant Type	FERC Plant Account	Jurisdiction	Net Plant	Allocation Factor	Allocated Original Cost	Allocated Depreciation Expense	Allocated Net Plant	Standard Allocation
1	Intangible Plant								
2		30301.6035: MISCELLANEOUS INTANGIBLE PLANT	Entex Corp	-	7.37%	-	-	-	98.222%
3		30301.6050: SOFTWARE - MISCELLANEOUS	Entex Corp	-	7.37%	-	-	-	98.222%
4		30301.6060: SOFTWARE - SAP	Entex Corp	-	7.37%	-	-	-	98.222%
5			Subtotal Intangible Plant						
6	Distribution Plant								
7		38701.7160: OTHER EQ - CNG EQUIP	Entex Corp	-	7.37%	-	-	-	98.222%
8			Subtotal Distribution Plant						
9	General Plant								
10		39002.7225: GENERAL LEASEHOLD IMPROVEMENTS	Entex Corp	-	7.37%	-	-	-	98.222%
11		39102.7260: COMPUTER EQ - MISC	Entex Corp	(2,195,897)	7.37%	(161,838)	(23,127)	(161,838)	98.222%
12			Subtotal General Plant	(2,195,897)		(161,838)	(23,127)	(161,838)	
13	Transportation & Power Operated Equipment								
14		39201.7320: TRUCKS	Entex Corp	-	7.37%	-	-	-	98.222%
15			Subtotal Transportation & Power Operated Equipment						
16	Total			(2,195,897)		(161,838)	(23,127)	(161,838)	
17			Total	\$ (2,195,897)		\$ (161,838)	\$ (23,127)	\$ (161,838)	
18									

Line No.	Plant Type	FERC Plant Account	Jurisdiction	Allocated Standard Amount - Depreciation Expense
1	Intangible Plant			
2		30301.6035: MISCELLANEOUS INTANGIBLE PLANT	Entex Corp	-
3		30301.6050: SOFTWARE - MISCELLANEOUS	Entex Corp	-
4		30301.6060: SOFTWARE - SAP	Entex Corp	-
5			Subtotal Intangible Plant	-
6	Distribution Plant			
7		38701.7160: OTHER EQ - CNG EQUIP	Entex Corp	-
8			Subtotal Distribution Plant	-
9	General Plant			
10		39002.7225: GENERAL LEASEHOLD IMPROVEMENTS	Entex Corp	-
11		39102.7260: COMPUTER EQ - MISC	Entex Corp	(22,715)
12			Subtotal General Plant	(22,715)
13	Transportation & Power Operated Equipment			
14		39201.7320: TRUCKS	Entex Corp	-
15			Subtotal Transportation & Power Operated Equipment	-
16	Total			(22,715)
17			Total	\$ (22,715)
18				

CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas
Interim Rate Adjustment Application - South Texas Division
12 Month Period Ending December 2020
Calculation of Federal Income Tax

Line No.	Description	Prior Year	Current Year
1	Invested Capital	\$ 232,897,379	\$ 266,298,757
2	Rate of Return	8.1116%	8.1116%
3	Return on Investment	18,891,704	21,601,090
4			
5	Invested Capital	232,897,379	266,298,757
6	Weighted Cost of Debt	2.7216%	2.7216%
7	Interest Expense	6,338,535	7,247,587
8			
9	After Tax Income	12,553,169	14,353,503
10			
11	Gross-up Factor	1.2658	1.2658
12			
13	Before Tax Return	15,890,087	18,168,991
14			
15	Federal Income Tax Rate	21.00%	21.00%
16			
17	Federal Income Tax	\$ 3,336,918	\$ 3,815,488
18			
19	Change in Federal Income Tax		\$ 478,570

CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas
Interim Rate Adjustment Application - South Texas Division
12 Month Period Ending December 2020
Ad-Valorem Taxes

Line No.	Ad Valorem Tax Change	Balance
1	Gross Plant at Current Year End	\$ 362,272,302
2	Standard Allocation Factor	98.222086%
3	Standard Gross Plant Amount	<u>355,831,412</u>
4	Ad Valorem Tax Rate	0.571683%
5	Proposed Ad Valorem Tax	<u>2,034,228</u>
6	Ad Valorem True-up	⁽¹⁾ (11,320)
7	Proposed Ad Valorem Tax	<u>2,022,908</u>
8	Approved Ad Valorem Tax per previous IRA Filing	<u>1,827,769</u>
9	Change	\$ 195,139
10		
11		
12	⁽¹⁾ From WP Ad Valorem	

CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas
Interim Rate Adjustment Application - South Texas Division
12 Month Period Ending December 2020
Other Revenue-related Taxes


Line No.	Description	State Margin Tax
1	Incremental Texas Gross Margin Tax Base (excl. Margin Tax)	\$ 4,568,115
2	Texas Gross Margin Tax Rate	0.75%
3	Texas Gross Margin Tax Gross-up Factor	<u>1.00756</u>
4	Incremental Texas Gross Margin Tax Base	<u>4,602,635</u>
5	Change in State Margin Tax	<u><u>\$ 34,520</u></u>

CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas
("CenterPoint Energy - South Texas Division")
Interim Rate Adjustment Application
12 Month Period Ending December 31, 2020
Signature Page

I certify that I am the responsible official of CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas
("CenterPoint Energy - South Texas Division"); that I have examined the foregoing
report; that to the best of my knowledge, information, and belief, all statements of fact contained in
the said report are true and the said report is a correct statement of the business and affairs of the
above-named respondent in respect to each and every matter set forth therein during the
12 Month Period Ending December 31, 2020.

I understand that until the issuance of a final order or decision by a regulatory authority in a rate case
that is filed after the implementation of a rate schedule under this section, all amounts collected under the
rate schedules before the filing of the rate case are subject to refund.

February 12, 2021
Date



Signature Kristie Colvin
Title: Senior Vice President and Chief Accounting Officer
Address: P.O. Box 4567
Houston, TX 77210-4567

Phone: 713-207-5350
Email address: Kristie.Colvin@centerpointenergy.com

Alternative contact regarding this report:

Name: Mary A. Kirk
Title: Director - Accounting
Address: P.O. Box 4567
Houston, TX 77210-4567

Phone: 713-207-5236
Email address: Mary.Kirk@centerpointenergy.com

INTERIM RATE ADJUSTMENT
APPLICATION

WORKPAPERS

Infrastructure Detail - Additions and Retirements Summary -Direct
CenterPoint Energy - South Texas Division
For the period of January 1, 2020 through December 31, 2020

	Plant Book Balance
Ending Book Plant Balance as of 12/31/2020 (IRA-7)	\$ 360,514,112
Plant Balance as of GUD No. 10947 (IRA-6)	323,367,108
Direct 2020 Additions (IRA-16)	43,901,480
Direct 2020 Retirements (IRA-17)	(6,754,479)
Prior year adjustments	
Rounding Differences	2
Ending Balance as of 12/31/2020	\$ 360,514,112
IRA-7 Ending Balance Difference	0

Infrastructure Detail - Additions and Retirements Summary - Allocated
CenterPoint Energy - South Texas Division
For the period of January 1, 2020 through December 31, 2020

	Plant Book Balance
Ending Book Plant Balance as of 12/31/2020 (IRA-10)	<u>\$ 9,376,593</u>
Plant Balance as of GUD No. 10947 (IRA-9)	9,215,685
Allocated 2020 Additions (IRA-18)	2,628,759
Allocated 2020 Retirements (IRA-19)	(2,195,897)
Prior year adjustments	
Allocation factor differences	
Rounding Differences	
Ending Balance as of 12/31/2020	<u>\$ 9,648,547</u>
IRA-10 Ending Balance Difference	<u>271,954</u>

CenterPoint Energy Resources Corp.
dlb/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas
("CenterPoint Energy - South Texas Division")
Interim Rate Adjustment Application
12 Month Period Ending December 31, 2020

Jurisdiction	GL 176995	GL 171011	Total RWIP	Customer Allocation	Allocated Corporate	Allocated RWIP	Prior Year RWIP	Current YR Adj.
Beaumont	0	374,940.35	374,940.35	-	-	374,940.35	-	374,940.35
East Texas	0	1,252,454.39	1,252,454.39	-	-	1,252,454.39	-	1,252,454.39
South Texas	0	1,187,818.14	1,187,818.14	-	-	1,187,818.14	-	1,187,818.14
Houston	0	5,029,666.88	5,029,666.88	-	-	5,029,666.88	-	5,029,666.88
Texas Coast	0	1,955,085.28	1,955,085.28	-	-	1,955,085.28	-	1,955,085.28
Louisiana Entex	0	895,756.51	895,756.51	-	-	895,756.51	-	895,756.51
Mississippi	0	658,612.67	658,612.67	-	-	658,612.67	-	658,612.67
Entex Corp	0	-	-	-	-	-	-	-
Grand Total	-	11,354,334.22	11,354,334.22	0.00%	-	11,354,334.22	-	11,354,334.22

SAP Difference - 11,354,334.22 11,354,334.22 ✓

To: 1 IRA-7 Direct Current Plant

GL 171011

[FERC Trial Balance (ZFAT)]		
Company:0082	CenterPoint Energy Entex	
Profit Center Group: *	Name: *	
Fiscal Year:2020	Period: 12	
Lead column		YTD
171011	Removal WIP	11,354,334.22
* 1080	Acc Prov For Depr	11,354,334.22
**	Functional area	11,354,334.22

The documents containing the detail RWIP are voluminous and are being provided in electronic form only

CENTERPOINT ENERGY ENTEX
A DIVISION OF CENTERPOINT ENERGY RESOURCES CORP.
NOTICE OF RATE CHANGE
RATE TABLE CHANGES
FOR BILLS RENDERED ON OR AFTER JANUARY 4, 2021

LINE NO.	DESCRIPTION (1)	RESIDENTIAL			COMMERCIAL			LARGE VOLUME		
		Prior Month (2)	Change (4)	Current Month (3)	Prior Month (5)	Change (7)	Current Month (6)	Prior Month (8)	Change (9)	Current Month (10)
1	Rate Schedule	R-2097-U GRIP 2020 & R-2097-U GRIP 2020	\$0.00000		GSS-2097-I GRIP 2020 & GSS-2097-U GRIP 2020	\$0.00000		GSLV-628A-I GRIP 2020 & GSLV-628A-U GRIP 2020	\$0.00000	
2	Customer Charge**	\$22.5900	\$0.00000	\$22.5900	\$32.2700	\$0.00000	\$32.2700	\$145.4300	\$0.00000	\$145.4300
3	All Volume @ 14.65 PB	\$0.33613	\$0.00000	\$0.33613	\$0.16286	\$0.00000	\$0.16286	\$0.07647	\$0.00000	\$0.07647
4	All Volume @ 14.95 PB	\$0.34301	\$0.00000	\$0.34301	\$0.16620	\$0.00000	\$0.16620	N/A	\$0.00000	N/A
5	Weighted Average Cost of Gas	\$0.53785	\$0.02485	\$0.56270	\$0.53785	\$0.02485	\$0.56270	\$0.53785	\$0.02485	\$0.56270
6	Normalization Factor (LUF) @ 14.65 PB	1.03400	(\$0.03150)	1.00250	1.03400	1.00250	1.00250	1.03400	(\$0.03150)	1.00250
7	Weighted Average Cost of Gas	\$0.56270	\$0.02485	\$0.58755	\$0.56270	\$0.02485	\$0.58755	N/A	\$0.00000	N/A
8	Normalization Factor (LUF) @ 14.95 PB	1.05510	(\$0.03200)	1.02310	1.05510	1.02310	1.02310	N/A	\$0.00000	N/A
9	Over/(Under) Recovery @ 14.65 PB	(\$0.04963)	\$0.00000	(\$0.04963)	(\$0.04963)	\$0.00000	(\$0.04963)	(\$0.04963)	\$0.00000	(\$0.04963)
10	Over/(Under) Recovery @ 14.95 PB	(\$0.05065)	\$0.00000	(\$0.05065)	(\$0.05065)	\$0.00000	(\$0.05065)	(\$0.05065)	\$0.00000	(\$0.05065)
11	Total Gas Commodity @ 14.65 PB	\$0.60577	\$0.00797	\$0.61374	\$0.60577	\$0.00797	\$0.61374	\$0.60577	\$0.00797	\$0.61374
12	Total Gas Commodity @ 14.95 PB	\$0.61814	\$0.00621	\$0.62435	\$0.61814	\$0.00621	\$0.62435	N/A	\$0.00000	N/A
13	Storage Carrying Cost @ 14.65 PB	\$0.00138	(\$0.00002)	\$0.00136	\$0.00140	(\$0.00002)	\$0.00138	\$0.00138	(\$0.00004)	\$0.00136
14	Storage Carrying Cost @ 14.95 PB	\$0.00141	(\$0.00002)	\$0.00139	\$0.00143	(\$0.00002)	\$0.00143	\$0.00140	(\$0.00004)	\$0.00138
15	Tax Refund	(\$0.33000)	\$0.00000	(\$0.33000)	(\$0.66000)	\$0.00000	(\$0.66000)	(\$4.11000)	\$0.00000	(\$4.11000)
16	Tax refund									
	With Gas Cost @ 14.95 Pressure Base									
	Customer Charge			\$22.5900			\$32.2700			\$ 145.43
	Average Monthly Bill Ccf			22			180			2,698
	Distribution rate @ 14.95 Pressure Base			0.34301			0.16620			N/A
	Total Commodity Rate			0.62263			0.62263			N/A
	Storage Carrying Cost			0.00139			0.00139			N/A
	Tax Refund			(\$0.33000)			(\$0.66000)			(\$4.11000)
	Total Bill			43.62			174.52			N/A
	Without Gas Cost @ 14.95 Pressure Base									
	Customer Charge			22.59			32.27			145.43
	Average Monthly Bill Ccf			22			180			2,698
	Distribution rate @ 14.95 Pressure Base			0.34301			0.16620			N/A
	Tax Refund			(\$0.33000)			(\$0.66000)			(\$4.11000)
	Total Bill			29.91			61.53			N/A
	With Gas Cost @ 14.65 Pressure Base									
	Customer Charge			22.59			32.27			145.43
	Average Monthly Bill Ccf			22			180			2,698
	Distribution rate @ 14.65 Pressure Base			0.33613			0.16286			0.07647
	Total Commodity Rate			0.61374			0.61374			0.61374
	Storage Carrying Cost			0.00136			0.00136			0.00136
	Tax Refund			(\$0.33000)			(\$0.66000)			(\$4.11000)
	Total Bill			45.19			171.64			2,007.17
	Without Gas Cost @ 14.65 Pressure Base									
	Customer Charge			22.59			32.27			145.43
	Average Monthly Bill Ccf			22			180			2,698
	Distribution rate @ 14.65 Pressure Base			0.33613			0.16286			0.07647
	Tax Refund			(\$0.33000)			(\$0.66000)			(\$4.11000)
	Total Bill			29.65			60.92			347.64

Note: GRIP 2020 rates and towns effective June 18, 2020
R-2097-I GRIP 2020 & R-2097-U GRIP 2020
GSS-2097-I GRIP 2020 & GSS-2097-U GRIP 2020
GSLV-628A-I GRIP 2020 & GSLV-628A-U GRIP 2020
All cities billing under GRIP 2020

Source: Rate Schedule from Rates and Compliance group
To
RA-4 Bill Comparisons

CenterPoint Energy Resources
 South Texas Division
 Travel Expense and Meals
 12 Month Period Ending December 31, 2020

Run Order Report for work orders on Schedules IRA-12 Direct Adds Rprt and IRA-13 Direct Rets Rprt
 IRA-14 Allocated Adds Rprt & IRA-15 Allocated Rets Rprt

For Cost Elements

- 522010 Employ Rel Exp-Employee Travel
- 522011 Employ Rel Exp-Empl Travel-PCard
- 522060 Employ Rel Exp-Bus Meals
- 522061 Employ Rel Exp-Bus Meals-PCard
- 522062 Employ Rel Exp-Bus Entertainment

Twelve months ending December 2020

INTERNAL ORDER GROUP:13096305,13096306,13096792,13096793,13096794,1309679
 INTERNAL ORDER GP NUMBER:13096305,130
 INTERNAL ORDER REPORT ACTUAL COSTS
 Fiscal Year:2020 Periods 1-12

	Total
.	
522010 Employ Rel Exp-Employee Travel	2,115.40
522060 Employ Rel Exp-Bus Meals	5,146.37
* TOTAL INCURRED COSTS	7,261.77

① 7,261.77 ①

To:
 ⓘ Worksheet 'IRA -7 Direct _Current_Plant

South Texas Division

Justification	(All)
Type 2 New	(All)
Rate Category Desc New	(Multiple Items)

Group Name 2 Divl Comp / Tpt	Total	1,802,421
Enhex - Texas	South Texas Divisi F	2,187
Enhex - Texas Total	South Texas Division Total	1,804,608
Grand Total		1,804,608

0

State	(Multiple Items)
Justification	(All)

Sum of Count Inst	Group Name 2 Division	Type New	Rate Category Desc New	Months												Grand Total	
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
F	South Texas Division	01 Res	R-2097-I GRIP 2019@14.65 Pressure Base	31,410	31,486	31,486	31,522	31,740	31,740	31,740	31,740	31,740	31,740	31,740	31,740	31,740	157,810
			R-2097-I GRIP 2020@14.65 Pressure Base	11,312	11,317	11,330	11,321	11,325									56,605
			R-2097-I GRIP 2019@14.65 Pressure Base														449,190
			R-2097-I GRIP 2020@14.65 Pressure Base														221,834
			R-2097-I GRIP 2019@14.95 Pressure Base	31,489	31,536	31,633	31,709	31,754									158,131
			R-2097-I GRIP 2020@14.95 Pressure Base	20,362	20,369	20,389	20,362	20,367	20,416								101,918
			R-2097-U @ 14.65 Pressure Base	1												14	
			R-2097-U @ 14.95 Pressure Base				1									1	
			R-2097-U GRIP 2019@14.65 Pressure Base	25,887	25,931	26,016	26,073	26,180									130,097
			R-2097-U GRIP 2020@14.65 Pressure Base	10,548	10,569	10,554	10,563	10,576									52,810
			R-2097-U GRIP 2019@14.95 Pressure Base														237,357
			R-2097-U GRIP 2020@14.95 Pressure Base														73,786
			R-2097-U GRIP 2019@14.65 Pressure Base	6,690	6,731	6,783	6,835	6,884									33,903
			R-2097-U GRIP 2020@14.65 Pressure Base	137,719	137,959	138,251	138,491	138,657	138,821	138,987	139,152	139,308	139,473	140,423	140,810	141,441	1,673,460
		02 Com - Small	GSS-2091-GRIP 2019@14.65 Pressure Base				1									3	
			GSS-2095A-U-GRIP 2020							6	4	5	2			18	
			GSS-2097-I GRIP 2019@14.65 Pressure Base	3,764	3,740	3,724	3,726	3,702								18,656	
			GSS-2097-I GRIP 2020@14.65 Pressure Base	2,213	2,201	2,163	2,171	2,151								10,319	
			GSS-2097-I GRIP 2019@14.95 Pressure Base													25,529	
			GSS-2097-I GRIP 2020@14.95 Pressure Base							3,703	3,621	3,578	3,532	3,528	3,538	15,237	
			GSS-2097-U @ 14.65 Pressure Base							2,160	2,157	2,158	2,184	2,198	2,204	15,237	
			GSS-2097-U @ 14.95 Pressure Base							1						2	
			GSS-2097-U GRIP 2019@14.65 Pressure Base	3,602	3,651	3,656	3,723	3,759									18,391
			GSS-2097-U GRIP 2020@14.65 Pressure Base	898	898	894	888	888									4,466
			GSS-2097-U GRIP 2019@14.95 Pressure Base														26,676
			GSS-2097-U GRIP 2020@14.95 Pressure Base														6,236
			GSS-2097-U GRIP 2019@14.65 Pressure Base	10,477	10,490	10,457	10,509	10,500									52,545
			GSS-2097-U GRIP 2020@14.65 Pressure Base							886	890	891	882	891	889	6,236	
		02 Com - Small Total								3,762	3,783	3,812	3,786	3,819	3,879	26,676	
		03 Com - Large	GSLV-628A-I GRIP 2020														949
			GSLV-628A-U GRIP 2020							136	136	136	136	135	135	940	
			GSLV-628-I GRIP 2019														286
			GSLV-628-U GRIP 2019														380
		03 Com - Large Total															1,715
		05 Ind - Small	GSLV-628A-I GRIP 2020														
			GSLV-628A-U GRIP 2020														
			GSLV-628-I GRIP 2019														
			GSLV-628-U GRIP 2019														
		05 Ind - Small Total															
		06 Ind - Small Total															
		07 Transportation	T-91 S														
			T-91 S-20														
			T-92 S														
			T-92 S-20														
		07 Transportation Total															
		T Total															
		South Texas Division Total															
		Grand Total															

FIRM
State
Includes/Excludes
(Multiple Items)
(AU)

Sum of Count (est)	Comp / Jpt	Rate Category Desc New	Months	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
	F	01 Res	R-2097-I GRIP 2019@14.65 Pressure Base	31,410	11,312	11,317	11,330	11,321	11,325	63,653	63,829	64,050	64,234	64,385	64,440	56,605
			R-2097-I GRIP 2019@4.95 Pressure Base													449,190
			R-2097-I GRIP 2020@4.95 Pressure Base													221,834
			R-2097-I GRIP 2019@14.65 Pressure Base	31,499	20,362	20,389	20,382	20,377	20,418	31,703	31,701	31,699	31,717	31,716	31,635	158,131
			R-2097-I GRIP 2020@14.65 Pressure Base													101,918
			R-2097-U @ 14.95 Pressure Base	1									1			14
			R-2097-U GRIP 2019@14.65 Pressure Base	25,887	25,931	25,931	26,016	26,073	26,190							130,097
			R-2097-U GRIP 2019@14.95 Pressure Base	10,548	10,569	10,569	10,554	10,563	10,576	33,207	33,418	33,628	33,919	34,170	34,355	32,810
			R-2097-U GRIP 2020@14.65 Pressure Base							10,569	10,560	10,562	10,559	10,502	34,660	
			R-2097-U GRIP 2020@14.95 Pressure Base													27,736
			R-2097-U GRIP 2019@14.65 Pressure Base	6,690	6,731	6,783	6,835	6,884								27,736
			R-2097-U GRIP 2019@14.65 Pressure Base	137,719	137,959	138,251	138,811	138,857	139,132	139,508	139,937	140,423	140,810	140,932	141,141	1,673,460
		02 Com - Small	GSS-2091-GRIP 2019@14.65 Pressure Base													18
			GSS-2095-AU-GRIP 2020							6	4	5	2	1		2
			GSS-2096-I-GRIP 2020													18,656
			GSS-2097-I GRIP 2019@14.65 Pressure Base	3,764	3,740	3,724	3,724	3,702								10,919
			GSS-2097-I GRIP 2019@14.95 Pressure Base	2,213	2,201	2,183	2,171	2,151								25,039
			GSS-2097-I GRIP 2020@14.65 Pressure Base						3,703	3,621	3,578	3,532	3,528	3,538	3,539	15,237
			GSS-2097-I GRIP 2020@14.95 Pressure Base						2,160	2,157	2,158	2,164	2,198	2,204	2,196	18,391
			GSS-2097-U @ 14.95 Pressure Base	3,602	3,651	3,656	3,723	3,759								18,391
			GSS-2097-U GRIP 2019@14.65 Pressure Base	886	896	894	886	886								4,676
			GSS-2097-U GRIP 2019@14.95 Pressure Base						3,782	3,783	3,812	3,786	3,819	3,879	3,815	26,676
			GSS-2097-U GRIP 2020@14.65 Pressure Base						886	890	891	892	891	889	897	6,236
			GSS-2097-U GRIP 2020@14.95 Pressure Base													125,645
		02 Com - Small Total		10,477	10,480	10,457	10,509	10,500	10,539	10,458	10,444	10,377	10,437	10,510	10,447	949
		03 Com - Large	GSLV-628A-I GRIP 2020							136	136	136	136	135	135	940
			GSLV-628A-U GRIP 2020							135	135	134	134	135	134	940
			GSLV-628-I GRIP 2019	47	47	47	47	57	58							256
			GSLV-628-U GRIP 2019	78	78	77	77	79	78							390
			GSLV-628-I GRIP 2019	144	144	144	144	137	135							704
		03 Com - Large Total		269	269	268	273	271	271	271	270	270	270	269	268	3,239
		05 Ind - Small	GSLV-628A-I GRIP 2020	3	3	2	2	1	1	5	5	5	5	5	5	35
			GSLV-628A-U GRIP 2020	5	5	5	5	5	5	5	5	5	5	5	5	35
			GSLV-628-I GRIP 2019	8	8	7	6	6	6	6	6	6	6	6	6	71
			GSLV-628-U GRIP 2019	8	8	7	6	6	6	6	6	6	6	6	6	71
		05 Ind - Small Total		148,473	148,726	148,983	149,279	149,634	149,948	150,243	150,657	151,076	151,523	151,717	152,162	1,802,421
		F Total		148,473	148,726	148,983	149,279	149,634	149,948	150,243	150,657	151,076	151,523	151,717	152,162	1,802,421
		Grand Total		148,473	148,726	148,983	149,279	149,634	149,948	150,243	150,657	151,076	151,523	151,717	152,162	1,802,421

Totals To:
IRA 5 Amount per Rate Class

South Texas Division
 Annual Number of Bills-Cities Under RRC Jurisdictions

Cities Ceding Jurisdiction:

City	01 Res	02 Com - Small	03 Com - Large	05 Ind - Small	Grand Total
Beeville	22,658	2,205	39		24,902
Eagle Lake	8,369	635	24		9,028
El Campo	27,596	2,522	72		30,190
Floresville	11,713	1,551	27		13,291
Goliad	3,410	505			3,915
Hallettsville	8,946	1,404	22		10,372
Kenedy	6,769	874	36		7,679
New Braunfels	121,700	13,259	524	12	135,495
Nordheim	1,099	132			1,231
Palacios	10,493	928			11,421
Pleasanton	10,478	1,990	27		12,495
San Diego	7,550	405	9		7,964
San Marcos	84,886	9,315	323		94,524
Sandy Oaks	1,039	17			1,056
Santa Clara	64				64
Schertz	21,823	2,649	132		24,604
Seguin	42,912	5,620	140	12	48,684
Selma	48	235	16		299
Sinton	13,633	1,073	21		14,727
Uhland	15	63			78
Weimar	6,505	858		12	7,375
	411,706	46,240	1,412	36	459,394
Environs	117,365	9,565	232	24	127,186
Total Annual Number of Bills Under RRC Jurisdiction	529,071	55,805	1,644	60	586,580

1 To:
 IRA-5 Summary

Transport customers are not included in the South Texas GRIP filing.

Classes 3 and 5 are categorized as Large Volume in the GRIP filing.

CenterPoint Energy Resources
 South Texas
 GRIP Filing Ad Valorem True Up Calculation
 Standard Class Only

2021

Line No.	Description	Filed 2020 Test Year 2019
1	Gross Plant at standard rate	\$ 318,683,056
2	Gross Plant Prior Year	\$ 293,630,309
3	Incremental Gross Plant	<u>\$ 25,052,747</u>
4	Ad Valorem Tax per filings	1,827,769
5	Ad Valorem Tax per prior	1,669,523
6	Incremental Ad Valorem Tax in GRIP Filing	<u>\$ 158,246</u>
7	Tax Paid	\$ 1,871,676
8	Ad Valorem Tax Rate per Tax Paid	<u>0.587316%</u>
9	Incremental Tax based on tax paid	\$ 147,139
10	True-up amount/(refund)	\$ (11,107)
11	Calendar year interest rate on customer deposits per RRC Bulletin	1.92%
12	Interest Amount	<u>(213)</u>
13	Change to rate payers charge/(refund) including interest	<u>\$ (11,320) ①</u>
14	Standard rate factor per GUD No. 10669	98.222086%

Notes:

① To:
 IRA-21 Ad Valorem

2020 South Texas GRIP 8.209 Support
 STX 8.209 Deferral's January 2020 - December 2020
 Source: Texas 8.209 Deferral File for Journal Entry Creation

Category	Mains - Steel STXG376016951	Mains - Plastic STXG376016952	Services - Steel STXG380017022	Services - Plastic STXG380017023	South Texas
Depreciation	30,317.29	112,212.72	480.29	76,764.23	219,774.54
Ad Valorem Tax	4,387.95	24,026.97	57.93	10,889.85	39,362.70
Interest Exp	33,497.84	135,447.51	325.89	59,967.74	229,238.97
Equity Return	83,974.76	339,549.46	816.96	150,331.40	574,672.58
Sub-total	152,177.83	611,236.67	1,681.07	297,953.22	1,063,048.79

Display of selected line items

Year	Period	Posting Date	DocumentNo	RelDocumnt	CoCode	Account	DT	Cost Ctr	WBS Elem.	Profit Ctr	SourceObj	PaCC	Partner...	Partner...	Func. Area	Quantity	Transaction currency	Text
2020	12	12/31/2020	1321143158	108508702	0082	179043	SA		1128183								430,362.17	8.209 Regulatory Asset
2020	12	12/31/2020	1320775570	108504245	0082	179043	SA		1128183								37,867.98	8.209 Regulatory Asset
2020	11	11/30/2020	1319029233	108419536	0082	179043	SA		1128183								159,813.01	
2020	10	10/31/2020	131796627	108337747	0082	179043	SA		1128183								143,360.14	
2020	9	09/30/2020	1315587869	108249604	0082	179043	SA		1128183								161,450.62	
2020	8	08/31/2020	1313618307	108163531	0082	179043	SA		1128183								125,807.22	
2020	7	07/31/2020	1311921798	108089742	0082	179043	SA		1128183								120,504.00	
2020	6	06/30/2020	1310022263	107980947	0082	179043	SA		1128183								110,067.22	
2020	5	05/31/2020	1308104945	107880105	0082	179043	SA		1128183								75,175.77	
2020	4	04/30/2020	1306219571	107759007	0082	179043	SA		1128183								62,192.38	
2020	3	03/31/2020	1304633320	107628255	0082	179043	SA		1128183								21,558.65	
2020	2	02/29/2020	1303091651	107595835	0082	179043	SA		1128183								9,718.89	
2020	2	02/29/2020	1303086468	107595810	0082	179043	SA		1128183								9,718.89	
2020	2	02/29/2020	1303085769	107595809	0082	179043	SA		1128183								9,718.89	
2020	2	02/29/2020	1303085242	107595807	0082	179043	SA		1128183								13,758.89	
2020	2	02/29/2020	1303085182	107595793	0082	179043	SA		1128183								13,758.89	
2020	2	02/29/2020	1303078070	107593309	0082	179043	SA		1128183								9,718.89	
2020	12	12/15/2020	1318814560	108411555	0082	179043	SR		1128000								1,063,048.91	8.209 Regulatory Asset
2020	11	11/15/2020	1316826359	108301669	0082	179043	SR		1128000								20,787.34	S. Texas Amortization
2020	10	10/15/2020	1315082822	108216148	0082	179043	SR		1128000								20,787.34	
2020	9	09/15/2020	1313158288	108146599	0082	179043	SR		1128000								20,787.34	
2020	8	08/15/2020	1311315729	108040509	0082	179043	SR		1128000								20,787.34	
2020	7	07/15/2020	1311438230	108055438	0082	179043	SR		1128000								20,787.34	
2020	6	06/15/2020	1309546140	107938257	0082	179043	SR		1128000								20,787.34	
2020	5	05/15/2020	1307737711	107843902	0082	179043	SR		1128000								20,787.34	
2020	4	04/15/2020	1305838826	107727088	0082	179043	SR		1128000								20,787.34	
2020	3	03/15/2020	1303954391	107656869	0082	179043	SR		1128000								20,787.34	
2020	2	02/15/2020	1302555311	107547886	0082	179043	SR		1128000								20,787.34	
2020	1	01/15/2020	1300648342	107474405	0082	179043	SR		1128000								20,787.34	

Agrees to IRA-7

CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint Energy - South Texas Division")
 Interim Rate Adjustment Application
 12 Month Period Ending December 31, 2020
 Allocation Factors

Line No.	Allocator	Company	Reg Filing	Jurisdiction	YTD Revenue*	Total	Denominator by Company/Reg Filing	Percentage
14	Entex Classic Customer (CY as of June)	CenterPoint Energy Entex	Entex Rural	Beaumont Rptg Area	54,005	1,981,152	1,835,173	2.73%
15				Conroe Rptg Area	39,601	1,981,152	1,835,173	2.00%
16				East Texas Rptg Area	76,006	1,981,152	1,835,173	3.84%
17				Entex Louisiana Rptg Area	115,826	1,981,152	1,835,173	5.85%
18				Entex Mississippi Rptg Div	128,211	1,981,152	1,835,173	6.47%
19				Houston Rptg Area	1,036,564	1,981,152	1,835,173	52.32%
20				Northeast Texas Rptg Area	21,858	1,981,152	1,835,173	1.10%
21				Oklahoma Rptg Area	-	1,981,152	1,835,173	
22				State of Arkansas	-	1,981,152	1,835,173	
23				Texas Coast Rptg Area	325,244	1,981,152	1,835,173	16.42%
24				Tyler Rptg Area	37,858	1,981,152	1,835,173	1.91%
25				Subtotal Entex Rural	1,835,173			92.64%
26								
27			Entex South Texas	South Texas Rptg Area	145,979	1,981,152	145,979	7.37%
28				Subtotal Entex South Texas	145,979			7.37%
29				Subtotal CenterPoint Energy Entex	1,981,152			100.01%
30								
31	Entex Classic Customer (PY as of June)	CenterPoint Energy Entex	Entex Rural	Beaumont Rptg Area	54,088	1,950,721	1,806,927	2.77%
32				Conroe Rptg Area	38,054	1,950,721	1,806,927	1.95%
33				East Texas Rptg Area	76,287	1,950,721	1,806,927	3.91%
34				Entex Louisiana Rptg Area	115,190	1,950,721	1,806,927	5.90%
35				Entex Mississippi Rptg Div	125,383	1,950,721	1,806,927	6.43%
36				Houston Rptg Area	1,023,259	1,950,721	1,806,927	52.46%
37				Northeast Texas Rptg Area	22,036	1,950,721	1,806,927	1.13%
38				Oklahoma Rptg Area	-	1,950,721	1,806,927	
39				State of Arkansas	-	1,950,721	1,806,927	
40				Texas Coast Rptg Area	315,172	1,950,721	1,806,927	16.16%
41				Tyler Rptg Area	37,447	1,950,721	1,806,927	1.92%
42				Subtotal Entex Rural	1,806,927			92.63%
43								
44			Entex South Texas	South Texas Rptg Area	143,794	1,950,721	143,794	7.37%
45				Subtotal Entex South Texas	143,794			7.37%
46				Subtotal CenterPoint Energy Entex	1,950,721			100.00%

CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint Energy - South Texas Division")
 Interim Rate Adjustment Application
 12 Month Period Ending December 31, 2020
 Allocation Factors

Line No.	Allocator	Company	Reg Filing	Jurisdiction	Volume** Jurisdictional Sales	Total	Denominator by Company/Reg Filing	Percentage
47	Entex TX Gas Support Customer (CY as of CenterPoint Energy Entex)							
48		Entex Rural	Entex Rural	Beaumont Rptg Area	54,005	1,737,115	1,591,137	3.11%
49				Conroe Rptg Area	39,601	1,737,115	1,591,137	2.28%
50				East Texas Rptg Area	76,006	1,737,115	1,591,137	4.38%
51				Houston Rptg Area	1,036,564	1,737,115	1,591,137	59.67%
52				Northeast Texas Rptg Area	21,858	1,737,115	1,591,137	1.26%
53				Texas Coast Rptg Area	325,244	1,737,115	1,591,137	18.72%
54				Tyler Rptg Area	37,858	1,737,115	1,591,137	2.18%
55				Subtotal Entex Rural	1,591,137			91.60%
56				South Texas Rptg Area	145,979	1,737,115	145,979	8.40%
57		Entex South Texas	Entex South Texas	Subtotal Entex, South Texas	145,979		145,979	8.40%
58				Subtotal CenterPoint Energy Entex	1,737,115			100.00%
59								
60	Entex TX Gas Support Customer (PY as of CenterPoint Energy Entex)							
61		Entex Rural	Entex Rural	Beaumont Rptg Area	54,088	1,710,137	1,566,343	3.16%
62				Conroe Rptg Area	38,054	1,710,137	1,566,343	2.23%
63				East Texas Rptg Area	76,287	1,710,137	1,566,343	4.46%
64				Houston Rptg Area	1,023,259	1,710,137	1,566,343	59.83%
65				Northeast Texas Rptg Area	22,036	1,710,137	1,566,343	1.29%
66				Texas Coast Rptg Area	315,172	1,710,137	1,566,343	18.43%
67				Tyler Rptg Area	37,447	1,710,137	1,566,343	2.19%
68				Subtotal Entex Rural	1,566,343			91.59%
69				South Texas Rptg Area	143,794	1,710,137	143,794	8.41%
70		Entex South Texas	Entex South Texas	Subtotal Entex, South Texas	143,794		143,794	8.41%
71				Subtotal CenterPoint Energy Entex	1,710,137			100.00%
72								
73								
114								

To:
 ① IRA-9 Alloc. Initial Plant
 ② IRA-10, IRA-14, IRA-15, IRA-18, IRA-19



ANNUAL EARNINGS MONITORING REPORT

OF THE

**SOUTH TEXAS DIVISION
CENTERPOINT ENERGY RESOURCES CORP.
d/b/a CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS**

TO THE

RAILROAD COMMISSION OF TEXAS

FOR THE

Twelve Month Period Ending December 31, 2020

Check one:

This is an original submission [X]

This is a revised submission []

Date of submission : March 4, 2021

CenterPoint Energy
 South Texas Division
 Earnings Monitoring Report
 For The Test Year Ended December 2020

Line No.	Description	FERC	Year Ended 12/31/2020	Adjustments	Adjusted Year Ended 12/31/2020
1	Operating Revenue ⁽¹⁾				
2	Gas Sales Revenues	480-485	94,084,954	(38,839,600)	55,245,354
3	Other Operating Revenues	487-496	5,327,672	(446,298)	4,881,374
4	Total Operating Revenues		\$ 99,412,627	\$ (39,285,898)	\$ 60,126,728
5					
6	Operating Expenses ⁽¹⁾				
7	Gas Purchased	800-813	15,798,692	(15,798,692)	-
8	Transmission of Gas	858	18,168,978	(18,168,978)	-
9	Division Operations Expenses	870-881	9,392,243	(6,295)	9,385,949
10	Division Maintenance Expenses	885-894	5,493,005	(8,024)	5,484,981
11	Customer Accounts Expense	901-916	4,361,740	48,246	4,409,986
12	Administrative & General Expenses	920-932	9,618,336	(166,949)	9,451,386
13	Depreciation & Amortization	403-407	11,558,957	-	11,558,957
14	Taxes Other Than Income Taxes	408.1	7,928,438	(5,034,613)	2,893,825
15	Total Operating Expenses		\$ 82,320,390	\$ (39,135,305)	\$ 43,185,085
16					
17	Operating Income		\$ 17,092,237	\$ (150,594)	\$ 16,941,643
18					
19	Federal Income Tax	409-410	2,107,208	615,313	2,722,521
20					
21	Total Inc before Other Inc & Deductions		\$ 14,985,029	\$ (765,907)	\$ 14,219,122
22					
23	Rate Base ⁽²⁾		208,815,838	-	208,815,838
24					
25	Percent Return on Rate Base		7.18%		6.81%

⁽¹⁾ Supporting workpapers for Income Statement items and related adjustments can be found at 1 - Income Statement

⁽²⁾ Rate Base workpapers can be found at 2 - Rate Base

SIGNATURE PAGE

CENTERPOINT ENERGY RESOURCES CORP d/b/a CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS
SOUTH TEXAS DIVISION
RAILROAD COMMISSION OF TEXAS - INTERIM COST RECOVERY AND RATE ADJUSTMENT REPORT

I certify that I am the responsible official Kristie Colvin; that I have examined the foregoing report; that to the best of my knowledge, information, and belief, all statements of fact contained in the said report are true and the said report is a correct statement of the business and affairs of the above-named respondent in respect to each and every matter set forth therein during the period from January 1, 2020 to December 31, 2020 inclusive.

I understand until the issuance of a final order or decision by a regulatory authority in a rate case that is filed after the implementation of a tariff or rate schedule under this section, all amounts collected under the tariff or rate schedule before the filing of the rate case are subject to refund.

February 12, 2021

Date



Signature

Kristie Colvin

Senior Vice President and Chief Accounting Officer

Title

Address: P.O. Box 4567
Houston, TX 77210-4567

Phone: 713-207-5350

Email address: Kristie.Colvin@centerpointenergy.com

Alternative contact regarding this report:

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EARNINGS MONITORING
REPORT

WORKPAPERS

CenterPoint Energy
South Texas Division
Income Statement
For The Test Year Ended December 2020

Line No.	Description	FERC	Year Ended 12/31/2020 ⁽¹⁾	Adjustments	Adjusted Year Ended 12/31/2020 ⁽⁶⁾
1	Operating Revenue				
2	Gas Sales Revenues	480-485	\$ 94,084,954	⁽⁵⁾ \$ (38,839,600)	\$ 55,245,354
3	Other Operating Revenues	487-496	5,327,672	⁽⁵⁾ (446,298)	4,881,374
4	Total Operating Revenue ⁽⁸⁾		<u>\$ 99,412,627</u>	<u>\$ (39,285,898)</u>	<u>\$ 60,126,728</u>
5					
6	Operating Expenses				
7	Gas Purchased	800-813	\$ 15,798,692	⁽²⁾ \$ (15,798,692)	\$ -
8	Transmission of Gas	858	18,168,978	⁽²⁾ (18,168,978)	-
9	Division Operations Expenses	870-881	9,392,243	⁽⁵⁾ (6,295)	9,385,949
10	Division Maintenance Expenses	885-894	5,493,005	⁽⁵⁾ (8,024)	5,484,981
11	Customer Accounts Expense	901-916	4,361,740	⁽⁵⁾ 48,246	4,409,986
12	Administrative & General Expenses	920-932	9,618,336	⁽⁵⁾ (166,949)	9,451,386
13	Depreciation & Amortization	403-407	11,558,957	-	11,558,957
14	Taxes Other Than Income Taxes	408.1	7,928,438	⁽³⁾ (5,034,613)	2,893,825
15	Total Operating Expenses		<u>\$ 82,320,390</u>	<u>\$ (39,135,305)</u>	<u>\$ 43,185,085</u>
16					
17	Operating Income		<u>\$ 17,092,237</u>	<u>\$ (150,594)</u>	<u>\$ 16,941,643</u>
18					
19	Federal Income Tax	409-410	⁽⁷⁾ \$ 2,107,208	⁽⁴⁾ \$ 615,313	\$ 2,722,521
20	Total Inc Before Other Inc & Deductions		<u>\$ 14,985,029</u>	<u>\$ (765,907)</u>	<u>\$ 14,219,122</u>

- 21
- 22 ⁽¹⁾ Source: SW Trial Balance by FERC
- 23 ⁽²⁾ From: 1.b - Gas Purchases
- 24 ⁽³⁾ From: 1.d - Taxes
- 25 ⁽⁴⁾ From: 1.e - Federal Income Tax Adjustment
- 26 ⁽⁵⁾ From: 1.b - Income Statement-Adjustment Summary
- 27 ⁽⁶⁾ To: Earnings Monitoring Report
- 28 ⁽⁷⁾ To: 1.e - Federal Income Tax Adjustment
- 29 ⁽⁸⁾ To: 1.f - State Margin Tax

CenterPoint Energy
 South Texas Division
 Revenue Adjustment
 For The Test Year Ended December 2020

Line No.	FERC	Account	Year End 12/31/2020 ⁽¹⁾	GRT	Gas Costs	Other	Adjusted Year End 12/31/2020	Total Adjustment
1	4800: Gas Residential Sale	412004: Nat Gas Sales-Res-Protected EDIT Refund Unbilled	48,090	-	-	-	48,090	
2		412006: Nat Gas Sales-Res-Protected EDIT Refund	479,900	-	-	-	479,900	
3		412019: Gas Sales-Residential-State GRT	(1,120,279)	1,120,279	-	-	-	
4		412020: Residential-Customer Charge/Minimum Bill	(31,982,551)	-	-	-	(31,982,551)	
5		412021: Nat Gas Sales-Res-Distribution Chg	(10,941,666)	-	-	-	(10,941,666)	
6		412024: Residential-Revenue Related Taxes Recovered	(2,329,259)	2,329,259	-	-	-	
7		412092: Nat Gas Sales-Storage Inventory Charge	(56,442)	-	-	56,442	-	
8		412093: Nat Gas Sales-Storage Return Accrual	3,589	-	-	(3,589)	-	
9		412096: Residential Nat Gas Sales - GRIP	(4,832,732)	-	-	-	(4,832,732)	
10		412300: Res-Gas Cost Adj	(18,656,207)	-	18,656,207	-	-	
11		412800: Gas Sales-Res Gas Cost Rec Unbilled	13,483	-	(13,483)	-	-	
12		412806: Gas Sales-Unbilled-Res Customer Charge	(103,021)	-	-	-	(103,021)	
13		412807: Gas Sales-Unbilled-Res Distrib Charge	62,676	-	-	-	62,676	
14		412808: Gas Sales-Unbilled-Res Tax Recovery	(3,793)	3,793	-	-	-	
15		Subtotal 4800: Gas Residential Sale	\$ (69,418,213) \$	\$ 3,453,332 \$	\$ 18,642,724 \$	\$ 52,853 \$	\$ (47,269,304) \$	22,148,909
16								
17	4811: Gas S Comm Sales	412269: Nat Gas Sales-Comm/Ind-Protected EDIT Refund	84,307	-	-	-	84,307	
18		412275: Nat Gas Sales-Comm/Ind-Protected EDIT Ref Unbilled	8,271	-	-	-	8,271	
19		412302: Comm-Cust Chg/Minimum Bill	(3,519,765)	-	-	-	(3,519,765)	
20		412303: Comm-Commodity/Distr Chg	(3,671,764)	-	-	-	(3,671,764)	
21		412304: Comm-Rev Related Taxes Recovered	(877,054)	877,054	-	-	-	
22		412305: Comm-Gas Cost Adj	(15,272,990)	-	15,272,990	-	-	
23		412334: Comm - State GRT	(396,776)	396,776	-	-	-	
24		412336: Nat Gas Sales-Comm-Storage Inventory Charge	(45,213)	-	-	45,213	-	
25		412342: Commercial Nat Gas Sales - GRIP	(864,816)	-	-	-	(864,816)	
26		412801: Gas Sales-Unbilled-S Comm Gas Cost Rec	39,760	-	(39,760)	-	-	
27		412809: Gas Sales-Unbill-Small Comm Cust Chrg	(10,029)	-	-	-	(10,029)	
28		412816: Gas Sales-Unbill-Small Comm Dist Chrg	24,827	-	-	-	24,827	
29		412817: Gas Sales-Unbilled-Small Comm Tax Rec	1,914	(1,914)	-	-	-	
30		Subtotal 4811: Gas S Comm Sales	\$ (24,498,328) \$	\$ 1,271,916 \$	\$ 15,233,230 \$	\$ 45,213 \$	\$ (7,948,969) \$	16,550,359
31								
32	4812: Gas L Comm Sales	412802: Gas Sales-Unbilled-L Comm Gas Cost Rec	(15,941)	-	15,941	-	-	
33		412818: Gas Sales-Unbill-Lrge Comm Cust Charge	(2,062)	-	-	-	(2,062)	
34		412819: Gas Sales-Unbill-Lrge Comm Dist Charge	933	-	-	-	933	
35		412821: Gas Sales-Unbilled-Lrge Comm Tax Rec	(148)	148	-	-	-	
36		Subtotal 4812: Gas L Comm Sales	\$ (17,217) \$	\$ 148 \$	\$ 15,941 \$	\$ - \$	\$ (1,128) \$	16,088
37								
38	4814: Gas SV Ind Sales	412270: Industrial-Protected EDIT Refund	264	-	-	-	264	
39		412307: Ind-Cust Chg/Minimum Bill	(7,770)	-	-	-	(7,770)	
40		412308: Ind-Commodity/Distr Chg	(16,125)	-	-	-	(16,125)	
41		412309: Ind-Rev Related Taxes Recovered	(3,809)	3,809	-	-	-	
42		412310: Ind-Gas Cost Adj	(121,465)	-	121,465	-	-	
43		412335: Ind - State GRT	(1,619)	1,619	-	-	-	
44		412337: Nat Gas Sales-Ind-Storage Inventory Charge	(366)	-	-	366	-	
45		412803: Ind Nat Gas Sales - GRIP	(2,852)	-	-	-	(2,852)	
46		412803: Gas Sales-Unbilled-S Ind Gas Cost Rec	2,861	-	(2,861)	-	-	
47		412822: Gas Sales-Unbilled-Ind Customer Charge	61	-	-	-	61	

CenterPoint Energy
 South Texas Division
 Revenue Adjustment
 For The Test Year Ended December 2020

Line No.	FERC	Account	Year End 12/31/2020 ⁽¹⁾	GRT	Gas Costs	Other	Adjusted Year End 12/31/2020	Total Adjustment
48		412823: Gas Sales-Unbilled-Ind Distrib Charge	470	-	-	-	470	
49		412824: Gas Sales-Unbilled-Ind Tax Recovery	153	(153)	-	-	-	
50		Subtotal 4814: Gas SV Ind Sales	(150,197)	5,274	118,604	366	(25,953)	124,245
51								
52	4880: Gas Misc Service Rev	443021: Oth Oper Rev-Connect/Disconnect	(1,076,400)	-	-	-	(1,076,400)	
53		443022: Oth Oper Rev - Reconnect	(160,801)	-	-	-	(160,801)	
54		443023: Oth Oper Rev - Collection Charges	(195,680)	-	-	-	(195,680)	
55		443024: Oth Oper Rev - NSF Check Charge	(100,490)	-	-	-	(100,490)	
56		443025: Oth Oper Rev-Misc Service	(107,665)	-	-	-	(107,665)	
57		443042: Other Op Rev Franch Tax Rec	(3,022)	3,022	-	-	-	
58		Subtotal 4880: Gas Misc Service Rev	(1,644,058)	3,022	-	-	(1,641,036)	3,022
59								
60	4893: Transp Rev-Distrib	412320: Gas Transportation - Commercial Admin Fee	(395,317)	-	-	-	(395,317)	
61		412321: Gas Transportation - Industrial Admin Fee	(163,454)	-	-	-	(163,454)	
62		412322: Gas Transportation-Comm-Cust Chg	(559,813)	-	-	-	(559,813)	
63		412323: Gas Transportation-Comm-Distr Chg	(602,818)	-	-	-	(602,818)	
64		412324: Gas Transportation-Ind-Cust Chg	(119,747)	-	-	-	(119,747)	
65		412325: Gas Transportation-Ind-Distr Chg	(307,510)	-	-	-	(307,510)	
66		412326: Gas Transportation-L Comm State Tax	(7,324)	7,324	-	-	-	
67		412327: Gas Transportation-L Comm City Tax	(43,449)	43,449	-	-	-	
68		412328: Gas Transportation-S Ind State Tax	(3,094)	3,034	-	-	-	
69		412329: Gas Transportation-S Ind City Tax	(12,499)	12,499	-	-	-	
70		420011: Gas Tran Rev-L Comm-Cust Chg-Assoc Comp	(269,206)	-	-	-	(269,206)	
71		420012: Gas Transp UB Other-Assoc Co	2,236	(2,236)	-	-	-	
72		420015: Gas Tran Rev-L Comm-Stat Tax(VOG)Assoc	(3,897)	3,897	-	-	-	
73		420017: Gas Tran Rev-S Ind-Dist Chg-Assoc Comp	(163,107)	-	-	-	(163,107)	
74		420019: Gas Tran Rev-S Ind-City Tax(VOG)-Assoc	(6,951)	6,951	-	-	-	
75		420020: Gas Tran Rev-S Ind-Stat Tax(VOG)-Assoc	(1,583)	1,583	-	-	-	
76		420026: Gas Tran Rev-L Comm-Dist Chg-Assoc Comp	(275,994)	-	-	-	(275,994)	
77		420027: Gas Tran Rev-L Comm-City Tax(VOG)-Assoc	(29,539)	29,539	-	-	-	
78		420028: Gas Tran Rev-S Ind-Cust Chg-Assoc Comp	(60,029)	-	-	-	(60,029)	
79		420032: Gas Trans Rev-Comm Admin Fee - Assoc Comp	(199,953)	-	-	-	(199,953)	
80		420033: Gas Trans Rev-Indust Admin Fee - Assoc Comp	(84,665)	-	-	-	(84,665)	
81		420040: Gas Transp UB Margin Assoc Co	(8,303)	-	-	-	(8,303)	
82		421021: Gas Transp-Unbilled Tax Recovery	(3,808)	3,808	-	-	-	
83		421051: Gas Transp-Unbilled Margin	(5,037)	-	-	-	(5,037)	
84		421098: Transport Unbilled Customer Charge	(4,579)	-	-	-	(4,579)	
85		421145: Transp UB Distribution Charge	(17,115)	-	-	-	(17,115)	
86		421146: Transp UB Admin Charge	(3,710)	-	-	-	(3,710)	
87		421148: Transp UB Customer Charge Assoc.	(982)	-	-	-	(982)	
88		421149: Transp UB Distribution Charge Assoc.	10,296	-	-	-	10,296	
89		421150: Transp UB Admin Charge Assoc.	(205)	-	-	-	(205)	
90		Subtotal 4893: Transp Rev-Distrib	(3,341,093)	109,848	-	-	(3,231,245)	109,848
91								

CenterPoint Energy
 South Texas Division
 Revenue Adjustment
 For The Test Year Ended December 2020

Line No.	FERC	Account	Year End 12/31/2020 ⁽¹⁾	GRT	Gas Costs	Other	Adjusted Year End 12/31/2020	Total Adjustment
92	4830: Rent From Gas Prop	489010: Property Rental Revenues	(9,092)	-	-	-	(9,092)	-
93		Subtotal 4830: Rent From Gas Prop	(9,092)	\$ -	\$ -	\$ -	(9,092)	\$ -
94								
95	4850: Other Gas Revs	443014: Oth Oper Rev-Pipeline Safety Fee	(151,211)	-	-	151,211	-	-
96		443110: Oth Oper Rev- Rate Case Expense Surcharge	(118,523)	-	-	118,523	-	-
97		443120: Oth Oper Rev-Hurricane Cost Surcharge	2	-	-	(2)	-	-
98		443138: Oth Oper Rev-Gas Marketing Programs	(9,340)	-	-	9,340	-	-
99		443270: Oth Oper Rev-Line Break Settle-Gas	(54,357)	-	-	54,357	-	-
100		Subtotal 4850: Other Gas Revs	(333,429)	\$ -	\$ -	\$ 333,429	\$ -	\$ 333,429
101								
102		Total	(99,412,627)	\$ 4,843,539	\$ 34,010,498	\$ 431,861	\$ (60,126,728)	\$ 39,285,898
103		Adjustment Summary						
104		(2) Gas Sales Revenue	38,839,600					
105		(2) Other Operating Revenues	446,298					
106								
107		(1) Source: SW Trial Balance by GL						
108		(2) To: 1b Income Statement-Adjustment Summary						

CenterPoint Energy
 South Texas Division
 Income Statement - Adj Summary
 For The Test Year Ended December 2020

Line No.	Item	Investor Services Adj	Bad Debt Expense Adjustment	Short Term Incentive Adj	Fed & State Income Tax Adj	Revenue Adjustment	Rate Case Expense Adj	Interest on Customer Deposits	Spon Contr Memb & Ent Adj
1	Operating Revenue	-	-	-	-	-	-	-	-
2	Gas Sales Revenues	-	-	-	-	(38,839,600)	-	-	-
3	Other Operating Revenues	-	-	-	-	(446,298)	-	-	-
4	Total Operating Revenues	\$ -	\$ -	\$ -	\$ -	\$ (39,285,898)	\$ -	\$ -	\$ -
5									
6	Operating Expenses	-	-	-	-	-	-	-	-
7	Gas Purchased	-	-	-	-	-	-	-	-
8	Transmission of Gas	-	-	-	-	-	-	-	-
9	Division Operations Expenses	-	-	(4,352)	-	-	-	-	(2,758)
10	Division Maintenance Expenses	-	-	(5,165)	-	-	-	-	(2,859)
11	Customer Accounts Expense	-	(43,899)	-	-	-	-	93,518	(1,373)
12	Administrative & General Expenses	(25,198)	-	(67)	-	-	(118,229)	-	(23,456)
13	Taxes Other Than Income Taxes	-	-	-	-	-	-	-	-
14	Total Operating Expenses	\$ (25,198)	\$ (43,899)	\$ (9,583)	\$ -	\$ -	\$ (118,229)	\$ 93,518	\$ (30,446)
15									
16	Operating Income	\$ 25,198	\$ 43,899	\$ 9,583	\$ -	\$ (39,285,898)	\$ 118,229	\$ (93,518)	\$ 30,446
17									
18	Federal Income Tax	-	-	-	615,313	-	-	-	-
19									
20	Total Inc before Other Inc & Deductions	\$ 25,198	\$ 43,899	\$ 9,583	\$ (615,313)	\$ (39,285,898)	\$ 118,229	\$ (93,518)	\$ 30,446
21									
22	(1) To: 1- Income Statement								

Line No.	Item	Gas Purchases	Taxes	Hurricane Harvey Adjustment	Total Adjustment Amount
1	Operating Revenue	-	-	-	-
2	Gas Sales Revenues	-	-	-	(38,839,600)
3	Other Operating Revenues	-	-	-	(446,298)
4	Total Operating Revenues	-	-	-	<u>(39,285,898)</u>
5					
6	Operating Expenses	-	-	-	-
7	Gas Purchased	(15,798,692)	-	-	(15,798,692)
8	Transmission of Gas	(18,168,978)	-	-	(18,168,978)
9	Division Operations Expenses	-	-	815 ⁽¹⁾	(6,295)
10	Division Maintenance Expenses	-	-	-	(8,024)
11	Customer Accounts Expense	-	-	-	48,246
12	Administrative & General Expenses	-	-	-	(166,949)
13	Taxes Other Than Income Taxes	-	(5,034,613)	-	(5,034,613)
14	Total Operating Expenses	<u>(33,967,670)</u>	<u>(5,034,613)</u>	<u>815</u>	<u>(39,135,305)</u>
15					
16	Operating Income	\$ 33,967,670	\$ 5,034,613	\$(815)	\$(150,594)
17					
18	Federal Income Tax	-	-	-	615,313
19					
20	Total Inc before Other Inc. & Deductions	<u>\$ 33,967,670</u>	<u>\$ 5,034,613</u>	<u>\$(815)</u>	<u>(785,907)</u>
21					
22	⁽¹⁾ To: 1- Income Statement				

CenterPoint Energy
 South Texas Division
 Gas Purchases
 For The Test Year Ended December 2020

Line No.	FERC	Account	Total 12/31/2020 ⁽²⁾	Adjustment Percent Reversal	Adjustment
1	8040: Gas City Gate Purch		\$	100.00%	\$ (202,288)
2		504010: COG-Nat Gas Purch-Assoc Co	202,288	100.00%	(202,288)
3		504019: COG-Other-Assoc Co	290,835	100.00%	(290,835)
4		504024: COG-Cash Out - Associated Companies	46,194	100.00%	(46,194)
5		504030: COG - COG - Estimate - Assoc. Co. - Std	(48,303)	100.00%	48,303
6		504054: COG-Nat Gas Purchase - Assoc Co. - Supplier D	5,538	100.00%	(5,538)
7		504056: COG-Cash-out Estimate Assoc Co.	(12,048)	100.00%	12,048
8		505005: COG-Fuel Transportation	-	100.00%	-
9		505007: COG-WMBE Suppliers	1,134,147	100.00%	(1,134,147)
10		505008: COG-On System Transport Imbalance Settlement	16,515	100.00%	(16,515)
11		505009: COG-WMBE Suppliers Demand	-	100.00%	-
12		505010: COG-Nat Gas Purchases	10,954,657	100.00%	(10,954,657)
13		505011: COG-Nat Gas Purchases - Compl	-	100.00%	-
14		505013: COG-Gas Cost Settlements	-	100.00%	-
15		505034: COG-Profit Sharing	(4,238)	100.00%	4,238
16		505172: Estimate - Gas Cost - R&C	326,013	100.00%	(326,013)
17		505184: Est N Gas Pur-LV Comm-Compl Svc	-	100.00%	-
18		505222: COG-Nat Gas Purchase - Supplier Demand	1,184,312	100.00%	(1,184,312)
19	8051: Pur Gas Adjustments	505020: COG-Other-PGA/GSR Deferrals	2,454,419	100.00%	(2,454,419)
20		505021: COG-Other-Measurement & Oth Adj	(1,120,520)	100.00%	1,120,520
21		505163: COG - N Gas Over/Under - Residential	(42,703)	100.00%	42,703
22		505164: COG - N Gas Over/Under - Small Commercia	-	100.00%	-
23		505165: COG - N Gas Over/Under - Large Commercia	-	100.00%	-
24		505166: COG - N Gas Over/Under - Small Industria	-	100.00%	-
25					
26	8081: Gas Storage - Debit	505018: COG-Stor Working Gas Act-W/draw	-	100.00%	-
27		505032: COG-Storage Withdraw- Commodity	2,334,390	100.00%	(2,334,390)
28					

1b Gas Purchases

CenterPoint Energy
 South Texas Division
 Gas Purchases
 For The Test Year Ended December 2020

Line No.	FERC	Account	Total 12/31/2020 ⁽²⁾	Adjustment Percent Reversal	Adjustment
29	8082: Gas Storage - Credit	505006: COG-Fuel Storage Injection	-	100.00%	-
30		505017: COG-Stor Working Gas Act-Inject	-	100.00%	-
31		505031: COG-Storage Injection- Commodity	(1,922,804)	100.00%	1,922,804
32	Adjustment Total -Gas Purchased 800-813		<u>\$ 15,798,692</u>		<u>(1) \$ (15,798,692)</u>
33					
34					
35	8580: Transmission of Gas	504016: COG-Pipeline Svcs-Assoc Co	739,960	100.00%	(739,960)
36		504044: COG-PL Svc Assoc. Cos. Std. Reservation	-	100.00%	-
37		505005: COG-Fuel Transportation	-	100.00%	-
38		507513: Gas Transp Exp-Commodity	1,630,509	100.00%	(1,630,509)
39		507514: Gas Transp Exp - Demand	14,304,687	100.00%	(14,304,687)
40		507517: Gas Transp Exp-Commodity Storage	14,042	100.00%	(14,042)
41		507519: Gas Transp Exp-Reservation Storage	1,479,780	100.00%	(1,479,780)
42	Adjustment Total -Transmission of Gas 858		<u>\$ 18,168,978</u>		<u>(1) \$ (18,168,978)</u>
43					
44		Total	33,967,670		(33,967,670)
45					
46					
47	(1) To: 1 - Income Statement				
48	(2) Source: SW Trial Balance by GL				

CenterPoint Energy
 South Texas Division
 Interest on Customer Deposits
 For The Test Year Ended December 2020

Line No.	Account	FERC	Reclass Interest to FERC 9030 ⁽²⁾	Other Interest Exp ⁽¹⁾
1	708030: Interest Exp-Customer Deposits	4310: Other Interest Exp	9030: Cust Records & Colle	\$ 93,518
2				
3		Total Reclass to 9030		<u>⁽³⁾ \$ 93,518</u>
4				

5 ⁽¹⁾ Source: SW Trial Balance by GL

6 ⁽²⁾ Note 1: Interest expense is recorded 'below the line' in FERC 431. This adjustment reclasses interest to FERC 9030.

7 ⁽³⁾ To: 1 - Income Statement

CenterPoint Energy
South Texas Division
Taxes
For The Test Year Ended December 2020

Purpose: To eliminate city and state gross receipts tax and pipeline safety fees from the test year expenses.

Line No.	FERC	Account	Total 12/31/2020 ⁽¹⁾	Adjustment Percent Reversal	Adjustment
1	4081: Other Taxes-Non-Inc	641012: SC PBOH-Benefits P/Roll Tax	16,469		
2		641112: BU PBOH-Benefit P/R Tax	759,938		
3		642612: BU AI.Structure for Tax W/I P.Brd	(6,087)		
4		646612: SC AI.Structure for Tax W/I P.Brd	169,547		
5		720040: State/Federal Regulatory Fees	178,012	100.00%	(178,012)
6		722080: Oth Taxes Exp-Sales & Use Taxes Adj	1,523	100.00%	(1,523)
7		722130: Oth Taxes Exp-Franch Fees/GRT-City	3,304,601	100.00%	(3,304,601)
8		722150: Other Taxes Expenses - Property	1,958,271		
9		722161: Benefits P/R Tax Reclass	(5,389)		
10		722181: Other Taxes Exp-Misc Employment Tax	1,077		
11		722200: Other Taxes Exp-State Gross Rcpts	1,550,477	100.00%	(1,550,477)
12					
13		Total	<u>7,928,438</u>		<u>(5,034,613)</u>
14					
15					

16 ⁽¹⁾Source: SW Trial Balance by GL

17 ⁽²⁾To: 1 - Income Statement

CenterPoint Energy
South Texas Division
Federal Income Tax Adjustment
For The Test Year Ended December 2020

Purpose: Adjustment to reflect test year taxes based on adjusted utility net income.

Line No.	Item	Federal Income Tax Adjustment
1	Utility Income before Taxes	⁽¹⁾ \$ 16,941,643
2	Add: Permanent Depreciation Difference	⁽⁶⁾ 9,441
3	Adjusted Utility Income before Taxes with Permanent Difference	\$ 16,951,084
4	Less: Texas State Margin Tax	⁽²⁾ 450,950
5	Taxable Federal Income	\$ 16,500,134
6	Federal Tax Rate	21.00%
7	Utility Income Taxes - Federal	\$ 3,465,028
8		
9	Interest Expense:	
10	Rate Base	⁽³⁾ 208,815,838
11	Weighted Cost of Capital - LTD	⁽⁵⁾ 2.7216%
12	Interest Expense	5,683,132
13	(-) Federal Tax Rate	-21.00%
14	Tax Credit due to Interest Expense	(1,193,458)
15		
16	Total Federal Taxes (including Interest tax credit)	\$ 2,271,570
17		
18	Adjustment to Income Taxes:	
19	Total Taxes (including Interest tax credit)	2,271,570
20	Less: Actual Income Tax Expense for the Test Year Ended December 31, 2020	⁽¹⁾ 2,107,208
21	Income Tax Adjustment (FERC 4091)	\$ 164,362
22		
23	Utility Net Income before taxes	16,941,643
24	Less: Total Federal Taxes	(2,271,570)
25	Less: State Margin Tax	(450,950)
26	Utility Net Income after tax	\$ 14,219,122
27		
28	FERC 4091	⁽⁴⁾ \$ 615,313
29		
30		
31	⁽¹⁾ From: 1 - Income Statement	
32	⁽²⁾ From: 1.f - State Margin Tax	
33	⁽³⁾ From: 2 - Rate Base	
34	⁽⁴⁾ To: 1 - Income Statement	
35	⁽⁵⁾ Per Docket 10567	
36	⁽⁶⁾ Source: SW 1e Fed Inc Tax Adj	

CenterPoint Energy
 South Texas Division
 State Margin Tax
 For The Test Year Ended December 2020

Purpose: An adjustment to reflect state margin tax based on non gas margin.

Line No.	Description	Amount
1	Gross Sales ⁽¹⁾	\$ 99,412,627
2	Cost of Gas, Gross Receipts Taxes and Other ⁽²⁾	<u>(39,285,898)</u>
3	Total Non Gas Margin	\$ 60,126,728
4		
5	Texas State Margin Tax Rate	0.75%
6	State Margin Tax	⁽³⁾ \$ 450,950
7		
8		
9	⁽¹⁾ From: 1 - Income Statement	
10	⁽²⁾ From: 1a Revenue Adjustment	
11	⁽³⁾ To: 1.e - Federal Income Tax Adjustment	

CenterPoint Energy
South Texas Division
Misc Expense Adj - Sponsor/Contrib/Bus Ent
For The Test Year Ended December 2020

Line No.	Operating Expenses	Account	FERC	Balance as of 12/31/2020	Adjustment
1	Administrative & General Expenses	522062: Employ Rel Exp-Bus Entertainment	9210: Office Supplies & Ex	18	(18)
2		550080: A & G Exp-Club Membership & Exp	9302: Misc General Exps	8,870	(8,870)
3		566030: Sponsorships/Contributions	9302: Misc General Exps	14,567	(14,567)
4			Subtotal Administrative & General Expenses	⁽²⁾ \$ 23,456	⁽²⁾ \$ (23,456)
5					
6	Customer Accounts Expense	522062: Employ Rel Exp-Bus Entertainment	9010: Supervision	1,373	(1,373)
7			Subtotal Customer Accounts Expense	⁽²⁾ \$ 1,373	⁽²⁾ \$ (1,373)
8					
9	Division Maintenance Expenses	522062: Employ Rel Exp-Bus Entertainment	8850: Maint Supv & Eng	2,745	(2,745)
10			8870: Maintenance of Mains	51	(51)
11			8920: Maint of Services	57	(57)
12			8930: Maint-Mtr & Hous Reg	6	(6)
13			Subtotal Division Maintenance Expenses	⁽²⁾ \$ 2,859	⁽²⁾ \$ (2,859)
14					
15	Division Operations Expenses	522062: Employ Rel Exp-Bus Entertainment	8700: Oper Supv & Eng	2,745	(2,745)
16			8740: Mains & Services Exp	6	(6)
17			8790: Customer Install Exp	6	(6)
18			Subtotal Division Operations Expenses	⁽²⁾ \$ 2,758	⁽²⁾ \$ (2,758)
19					
20			Total	\$ 30,446	\$ (30,446)
21					
22					
23					
24					
25					

⁽¹⁾ Source: SW Trial Balance by GL

⁽²⁾ To: 1.b - Income Statement - Adjustment Summary

CenterPoint Energy
 South Texas Division
 Misc Expense Adj - Investor Relations
 For The Test Year Ended December 2020

Line No.	FERC	Cost Center	Investor Relations Adjustment
1	9302: Misc General Exps	125205: Investor Services	(6,311)
2		125211: Treasurer & Investor Relations	(18,887)
3		Subtotal 9302: Misc General Exps	<u>\$ (25,198)</u>
4			
5	⁽¹⁾ Source: SW 1g Investor Relations		
6	⁽²⁾ To: 1.b - Income Statement Adjustment Summary		

CenterPoint Energy
South Texas Division
Misc Expense Adj - Short Term Incentive
For The Test Year Ended December 2020

Line No.	Operating Expense	Partner Cost Center	FROM_Partner FERC	To-Pooling FERC	Jurisdictional Total STI Adj by FERC
1	Administrative & General Expenses	128004	9200: Admin & Gen Salaries	9200: Admin & Gen Salaries	(67)
2				Subtotal Administrative & General Expenses	⁽¹⁾ \$ (67)
3					
4	Division Maintenance Expenses	128004	TXME: TX Measurement	8870: Maintenance of Mains	(229)
5				8890: Maint of Meas & Reg	(172)
6				8940: Maint of Oth Equip	(57)
7		RA41333943	TXME: TX Measurement	8870: Maintenance of Mains	(1,721)
8				8890: Maint of Meas & Reg	(1,291)
9				8940: Maint of Oth Equip	(430)
10		RA41333953	8930: Maint-Mtr & Hous Reg	8930: Maint-Mtr & Hous Reg	(1,264)
11				Subtotal Division Maintenance Expenses	⁽¹⁾ \$ (5,165)
12					
13	Division Operations Expenses	128004	TXME: TX Measurement	8760: Meas & Reg Sta Exps	(115)
14		RA41333853	N010: Gas Control	8700: Oper Supv & Eng	(675)
15				8710: Distr Load Dispatch	(2,701)
16		RA41333943	TXME: TX Measurement	8760: Meas & Reg Sta Exps	(861)
17				Subtotal Division Operations Expenses	⁽¹⁾ \$ (4,352)
18					
19				Total	\$ (9,583)
20					
21					
22	⁽¹⁾ To: 1.b - Income Statement - Adjustment Summary				
23	⁽²⁾ Source: SW 1g Short Term Incentive				

CenterPoint Energy
 South Texas Division
 Rate Case Expense Adjustment
 For The Test Year Ended December 2020

Line No.	FERC	Account	Jurisdictional Balance
1	9280: Regulatory Comm Exp	704090: Amort Exp-Rate Case Expenses	⁽¹⁾ \$ 118,229
2			
3		Total Adjustment	<u><u>⁽²⁾ \$ (118,229)</u></u>
4			
5	⁽¹⁾ Source: SW Trial Balance by GL		
6	⁽²⁾ To: 1 - Income Statement		

CenterPoint Energy
 South Texas Division
 Bad Debt Expense Adjustment
 For The Test Year Ended December 2020

Line No.	FERC	Account	Total as of 12/31/2020	Adjustment Percent Reversal	Adjustment
1	9040: Uncollectible Accts	562065: Cust&Mktg Exp-Bad Debts-Gas Costs	43,898.93	100.00%	(43,898.93)
2		562070: Cust&Mktg Exp-Bad Debts-Uncollect			
3					
4		Total	<u>\$43,898.93</u>		<u>\$(43,898.93)</u>
5					
6					

7 ⁽¹⁾ Source: SW Trial Balance by GL
 8 ⁽²⁾ To: 1.b - Income Statement - Adjustment Summary

CenterPoint Energy
 South Texas Division
 Hurricane Harvey Adjustment
 For The Test Year Ended December 2020

Line No.	FERC	Account	Amount
1	8740: Mains & Services Exp	550020: Adm & Gen Exp - Miscellaneous	⁽¹⁾ (815)
2		Adjustment	⁽²⁾ \$ 815
3			
4	⁽¹⁾ Source: SW 11 Hurricane Harvey		
5	⁽²⁾ To: 1b Income Statement - Adjustment Summary		

CenterPoint Energy
South Texas Division
Rate Base
For The Test Year Ended December 2020

Line No.	Description	Amount
1	Net Plant	⁽¹⁾ 270,063,233
2	Add	
3	Cash Working Capital	⁽²⁾ (1,978,239)
4	Materials and Supplies	⁽³⁾ 1,508,959
5	Prepayments	⁽⁴⁾ 148,325
6	Retirement Plan Asset	⁽¹²⁾ 3,291,867
7	Deferred Asset Safety Integrity	⁽¹⁵⁾ 36,853
8	TAC §8.209 Regulatory Asset	⁽¹³⁾ 1,665,882
9	Total	\$ 274,736,880
10		
11	Less	
12	Customer Advances	-
13	Customer Deposits	⁽⁵⁾ (4,340,316)
14	Employee Expense Related Reserves	⁽⁹⁾ (3,317,838)
15	Deferred Benefit Asset (Liability)	⁽⁸⁾ (3,912,872)
16	Bad Debt Reserve	⁽¹⁰⁾ (630,238)
17	Injuries, Damages, Workers Comp Reserves	⁽¹¹⁾ (4,185,309)
18	Excess Deferred Income Tax	⁽¹⁴⁾ (21,464,089)
19	Accumulated Deferred Income Taxes	⁽⁷⁾ (28,070,380)
20		
21	Total Rate Base	⁽¹⁶⁾ \$ 208,815,838
22		
23	Rate of Return ^(A)	8.1116%
24		
25	Revenue Requirement	⁽¹⁷⁾ \$ 16,938,306
26		
27		
28		
29	⁽¹⁾ From: 2.a - Summary	
30	⁽²⁾ From: 2.b - Cash Working Capital	
31	⁽³⁾ From: 2.c - Material and Supplies - Summary	
32	⁽⁴⁾ From: 2.d - Prepayments - Summary	
33	⁽⁵⁾ From: 2.e - Customer Deposits - Summary	
34	⁽⁶⁾ From: 2.f - Customer Advances	
35	⁽⁷⁾ From: 2.g - ADIT Summary	
36	⁽⁸⁾ From: 2.h - Deferred Benefit Asset/Liability - Summary	
37	⁽⁹⁾ From: 2.i - Employee Related Reserves - Summary	
38	⁽¹⁰⁾ From: 2.j - Bad Debt Reserve - Summary	
39	⁽¹¹⁾ From: 2.k - Injuries Damages Reserves - Summary	
40	⁽¹²⁾ From: 2.l - Retirement Plan Asset	
41	⁽¹³⁾ From: 2.m - 8.209 Regulatory Asset - Summary	
42	⁽¹⁴⁾ From: 2.n - EDIT Regulatory Asset and Liability	
43	⁽¹⁵⁾ From: 2.o - System Safety and Integrity	
44	⁽¹⁶⁾ To: Earnings Monitoring Report	
45	⁽¹⁷⁾ To: 2.b - Cash Working Capital	
46	^(A) Per Docket GUD No. 10669	

CenterPoint Energy
 South Texas Division
 Plant in Service Summary
 For The Test Year Ended December 2020

Line No.	Description	Test Year Amount
1	Gross Plant in Service	(3) 361,897,950
2	Accumulated Reserves	(2) (92,456,117)
3	RWIP	(4) 1,187,818
4	Adjustments	(5) (566,419)
5	Total Net Plant in Service	<u>(1) \$ 270,063,233</u>
6		
7		
8	(1) To: 2 - Rate Base	
9	(2) From: 2.a - Accumulated Reserves	
10	(3) From: 2.a - Plant In Service	
11	(4) From: 2.a - RWIP	
12	(5) From: GRIP Adjustments	

CenterPoint Energy
 South Texas Division
 GRIP Adjustments Summary
 For The Test Year Ended December 2020

Line No.	Reg Filing	Function	PPRE Type	ALA Item	Adjustment	Allocator	Balance
1	South Texas Rptg Area Distribution Plant						
2			37601.6951: MAINS - STEEL	End Bal: Accum. Depreciation	23,156	100.00%	23,156
3			37601.6951: MAINS - STEEL	End Bal: Asset Value	(148,744)	100.00%	(148,744)
4			37601.6952: MAINS - PLASTIC	End Bal: Accum. Depreciation	2,621	100.00%	2,621
5			37601.6952: MAINS - PLASTIC	End Bal: Asset Value	(23,637)	100.00%	(23,637)
6			37801.7000: M/R STAT EQ - ODOR EQ	End Bal: Accum. Depreciation	120	100.00%	120
7			37801.7000: M/R STAT EQ - ODOR EQ	End Bal: Asset Value	(486)	100.00%	(486)
8			37901.7010: M/R STATION EQUIPMENT - CITY GATE	End Bal: Accum. Depreciation	17,338	100.00%	17,338
9			37901.7010: M/R STATION EQUIPMENT - CITY GATE	End Bal: Asset Value	(115,012)	100.00%	(115,012)
10			38001.7023: SERVICES - PLASTIC	End Bal: Accum. Depreciation	515	100.00%	515
11			38001.7023: SERVICES - PLASTIC	End Bal: Asset Value	(3,004)	100.00%	(3,004)
12			38201.7080: METER INSTALLATIONS - DOMESTIC/SMALL	End Bal: Accum. Depreciation	1,181	100.00%	1,181
13			38201.7080: METER INSTALLATIONS - DOMESTIC/SMALL	End Bal: Asset Value	(7,465)	100.00%	(7,465)
14		General Plant	39001.7200: GEN STRUCT/IMPR	End Bal: Accum. Depreciation	27,702	100.00%	27,702
15			39001.7200: GEN STRUCT/IMPR	End Bal: Asset Value	(226,139)	100.00%	(226,139)
16			39101.7230: FURNITURE & EQUIPMENT-MISCELLANEOUS	End Bal: Accum. Depreciation	7	100.00%	7
17			39101.7230: FURNITURE & EQUIPMENT-MISCELLANEOUS	End Bal: Asset Value	(35)	100.00%	(35)
18			39101.7232: OFFICE EQUIP-GENERAL	End Bal: Accum. Depreciation	1,230	100.00%	1,230
19			39101.7232: OFFICE EQUIP-GENERAL	End Bal: Asset Value	(6,073)	100.00%	(6,073)
20			39401.7362: TOOLSWORK EQUIP-ENT	End Bal: Accum. Depreciation	3,536	100.00%	3,536
21			39401.7362: TOOLSWORK EQUIP-ENT	End Bal: Asset Value	(6,657)	100.00%	(6,657)
22			39701.7390: COMMUNICATION EQUIPMENT	End Bal: Accum. Depreciation	25,743	100.00%	25,743
23			39701.7390: COMMUNICATION EQUIPMENT	End Bal: Asset Value	(121,143)	100.00%	(121,143)
24			39801.7450: GENERAL MISCELLANEOUS EQUIPMENT	End Bal: Accum. Depreciation	224	100.00%	224
25			39801.7450: GENERAL MISCELLANEOUS EQUIPMENT	End Bal: Asset Value	(790)	100.00%	(790)
26		Intangible Plant	30301.6035: MISCELLANEOUS INTANGIBLE PLANT	End Bal: Accum. Depreciation	838	100.00%	838
27			30301.6035: MISCELLANEOUS INTANGIBLE PLANT	End Bal: Asset Value	(1,117)	100.00%	(1,117)
28		Transportation & Power Operated Equipment	39201.7320: TRUCKS	End Bal: Accum. Depreciation	9,211	100.00%	9,211
29			39201.7320: TRUCKS	End Bal: Asset Value	(17,344)	100.00%	(17,344)
30			39601.7380: POWER OPERATED EQUIPMENT	End Bal: Accum. Depreciation	1,595	100.00%	1,595
31			39601.7380: POWER OPERATED EQUIPMENT	End Bal: Asset Value	(3,789)	100.00%	(3,789)
32							
33							
34							
Total					\$ (566,419)		\$ (566,419)

(1) To: 2.a - Summary

CenterPoint Energy
South Texas Division
Accumulated Reserves - Total
For The Test Year Ended December 2020

Line No	Asset Type	Asset Class	SUB-FCA-Description	End FIS Balance 2019	Reserve Regulatory Adjustments	Retirements	IntraCo Transf	Accruals	InterCo Transf	Accr from CCNC	Removal Cost
1	Intangible Plant	30201	6010: PERPETUAL F & C	-	-	-	-	-	-	-	-
2		30301	6035: MISC INTANG PLANT	(1,793,103)	-	775,450	-	(557,456)	(14,382)	-	-
3		30301	6050: SOFTWARE - MISC	(176,570)	-	-	-	(134,076)	(34,929)	-	-
4		30301	6060: SOFTWARE - SAP	(1,969,673)	-	775,450	-	(691,531)	(46,311)	-	-
5			Subtotal Intangible Plant								
6											
7											
8	Distribution Plant	37401	6840: LAND - GENERAL	-	-	-	-	-	-	-	-
9		37402	6880: LD RTS-ROW-GEN DIST	(31,433)	-	-	-	(1,027)	-	-	-
10		37501	6900: STRUCT-CG ML IND MIR	(44,170)	-	-	-	(1,955)	-	-	-
11		37601	6951: MAINS - STEEL	(15,994,085)	-	784,996	(3,699,819)	(1,777,620)	-	-	1,060,829
12		37601	6952: MAINS - PLASTIC	(28,361,017)	-	798,041	3,699,925	(3,894,775)	-	-	253,029
13		37601	6980: MTR STAT EQUIP-GEN	(446,529)	-	5,138	524	(99,897)	-	-	2,099
14		37601	7000: MTR STAT EQ - ODOOR EQ	(147,882)	-	21,881	18	(48,951)	-	-	12,266
15		37901	7010: MTR STAT EQ - CITY GT	(1,460,984)	-	-	-	(156,456)	-	-	-
16		38001	7022: SERVICES - STEEL	(1,028,642)	-	288,233	9	(142,217)	-	-	804,170
17		38001	7023: SERVICES - PLASTIC	(22,569,660)	-	616,257	(116)	(2,840,801)	-	-	450,896
18		38101	7050: METERS-DOMESTICSMALL	(702,198)	-	181,928	289	(346,679)	-	-	-
19		38201	7080: MTR INSTALL-DOMSMALL	(3,539,176)	-	714,437	(0)	(385,491)	-	-	272,337
20		38201	7090: MTR INSTALL-INDLARGE	(667,554)	-	9,647	99	(50,841)	-	-	632
21		38301	7120: REG - DOMESTIC-HOUSE	(623,053)	-	22,787	-	(176,306)	-	-	-
22		38501	7150: IND. MTR STAT EQUIP	(193,303)	-	19,751	-	(64,577)	-	-	-
23		38701	7160: OTHER EQ - ONG EQUIP	(442,826)	-	-	-	(21,027)	-	-	-
24			Subtotal Distribution Plant	(76,218,272)	-	3,462,898	811	(9,998,608)	-	-	2,856,260
25											
26											
27	General Plant	38901	7180: LAND	-	-	-	-	-	-	-	-
28		39001	7200: STRUCT/MPR - GEN	(780,583)	-	-	-	(178,970)	-	-	-
29		39002	7225: LEASEHOLD IMPROVEMTS	(22,504)	-	-	-	(8,938)	-	-	-
30		39101	7230: FURN & EQUIP - MISC	(19,231)	-	-	-	(4,124)	-	-	-
31		39101	7232: OFFICE EQUIP-GENERAL	(323,680)	-	-	-	(83,613)	-	-	-
32		39102	7280: COMPUTER EQ - MISC	(1,549,209)	-	514,617	-	(377,684)	(131)	-	-
33		39301	7355: STORES EQUIP	-	-	-	-	(238,059)	-	-	-
34		39401	7362: TOOLS/WORK EQUIP-ENT	(746,479)	-	-	-	(510)	-	-	-
35		39401	7384: SHOP EQUIP (ENTEX)	-	-	-	-	(8,006)	-	-	-
36		39501	7370: LAB EQUIP	(5,196)	-	-	-	(510)	-	-	-
37		39501	7390: COMMEQ	(97,704)	-	-	-	(473,387)	-	-	-
38		39703	7420: COMMEQ - MTR RDERTS	(2,792,107)	-	128,381	172,221	(473,387)	-	-	5,928
39		39801	7450: MISC EQ	(102,364)	0	-	-	(27,373)	-	-	-
40			Subtotal General Plant	(6,371,016)	36	642,998	172,221	(1,350,653)	(131)	-	5,928
41											
42											
43	Transportation & Power O	39201	7300: AUTOS	(12,342)	-	107,000	12,563	(28,243)	-	-	287
44		39201	7320: TRUCKS	(2,963,355)	92	1,085,927	164,959	(841,652)	81,828	-	2,111
45		39201	7340: TRAILERS	(225,613)	-	6,178	-	(41,059)	-	-	-
46		39601	7380: POWER OPER EQUIP	(665,873)	-	-	-	(132,166)	-	-	-
47			Subtotal Transportation & Power Operated Equipment	(3,976,182)	92	1,192,927	183,699	(1,043,119)	81,828	-	2,398
48											
49											
50											
51											
52			Total	(86,535,142)	128	6,074,273	356,731	(13,083,911)	32,366	-	2,864,596

⁽¹⁾To: 2.a - Summary

Line No	Asset Type	Asset Class	SUB-FC: Description	Salvage	Net Salvage	Reserve Reclass Adjustments	Reserve Other Adjustments	End Bal. Accum. Depreciation
1	Intangible Plant	30201	6010: PERPETUAL F & C	-	-	-	-	-
2		30301	6035: MISC INTANG PLANT	-	-	-	-	(1,589,490)
3		30301	6050: SOFTWARE - MISC	-	-	-	-	-
4		30301	6060: SOFTWARE - SAP	-	-	-	-	(345,575)
5			Subtotal Intangible Plant	-	-	-	-	(1,935,065)
6				-	-	-	-	-
7				-	-	-	-	-
8	Distribution Plant	37401	6940: LAND - GENERAL	-	-	-	-	-
9		37402	6980: LD RYS-ROW-GEN DIST	-	-	-	-	(32,400)
10		37501	6900: STRUCT-CG ML IND MTR	-	-	-	-	(46,125)
11		37601	6951: MAINS - STEEL	-	-	-	-	(19,625,697)
12		37601	6952: MAINS - PLASTIC	-	-	-	-	(27,494,797)
13		37801	6980: MTR STAT EQUIP-GEN	-	-	-	-	(538,655)
14		37801	7000: MTR STAT EQ - ODOOR EQ	-	-	-	-	(162,868)
15		37901	7010: MTR STAT EQ - CITY GT	-	-	-	-	(1,617,438)
16		38001	7022: SERVICES - STEEL	-	-	-	(1,045)	(79,491)
17		38001	7023: SERVICES - PLASTIC	-	-	-	-	(24,343,124)
18		38101	7050: METERS-DOMESTIC/SMALL	-	-	-	-	(866,639)
19		38201	7080: MTR INSTALL-IND/LARGE	-	-	-	(60)	(776,571)
20		38201	7090: MTR INSTALL-IND/LARGE	-	-	-	-	(708,016)
21		38301	7120: REG - DOMESTIC/HOUSE	-	-	-	-	(204,228)
22		38501	7150: IND. MTR STAT EQUIP	-	-	-	-	(463,953)
23		38701	7160: OTHER EQ - CNG EQUIP	-	-	-	-	-
24			Subtotal Distribution Plant	-	-	-	(1,105)	(79,898,016)
25				-	-	-	-	-
26				-	-	-	-	-
27	General Plant	38901	7180: LAND	-	-	-	-	-
28		39001	7200: STRUCT/IMPR - GEN	-	-	-	-	(959,553)
29		39002	7225: LEASEHOLD IMPROVEMTS	-	-	-	-	(31,442)
30		39101	7230: FURN & EQUIP - MISC	-	-	-	-	(23,355)
31		39101	7232: OFFICE EQUIP-GENERAL	-	-	-	-	(357,292)
32		39102	7260: COMPUTER EQ - MISC	-	-	-	-	(1,412,372)
33		39301	7355: STORES EQUIP	-	-	-	-	-
34		39401	7362: TOOLS/WORK EQUIP-ENT	-	-	-	-	(984,529)
35		39401	7364: SHOP EQUIP (ENTEX)	-	-	-	-	-
36		39501	7370: LAB EQUIP	-	-	-	-	(5,666)
37		39701	7390: COMM EQ	-	-	-	-	(47,710)
38		39703	7420: COMM EQ - MTR RD/ERTS	-	-	-	-	(2,948,964)
39		39801	7450: MISC EQ	-	-	-	-	(129,737)
40			Subtotal General Plant	-	-	-	-	(6,900,619)
41				-	-	-	-	-
42				-	-	-	-	-
43	Transportation & Power O	39201	7300: AUTOS	(12,124)	-	-	-	(41,859)
44		39201	7320: TRUCKS	(151,389)	-	-	-	(2,621,457)
45		39201	7340: TRAILERS	(20)	-	-	-	(280,514)
46		39601	7380: POWER OPER. EQUIP	(550)	-	-	-	(798,597)
47			Subtotal Transportation & Power Operated Equipment	(164,083)	-	-	-	(3,722,417)
48				-	-	-	-	-
49				-	-	-	-	-
50			Total	(164,083)	-	-	(1,105)	(92,456,117)
51				-	-	-	-	-
52				-	-	-	-	-

(1) To: 2a - Summary

CenterPoint Energy
South Texas Division
Accumulated Reserves - Direct
For The Test Year Ended December 2020

Line No.	Asset Type	Asset Class	SUB-FCA Description	End PIS Balance 2019	Retirements	IntraCo Transf	Accruals	InterCo Transf	Acqr from CCNC	Removal Cost	Salvage
1	Intangible Plant	30201	6010-PERPETUAL F & C	-	-	-	-	-	-	-	-
2		30301	6035-MISC INTANG PLANT	(1,793,103)	775,450	-	(557,160)	(14,382)	-	-	-
3		30301	6050-SOFTWARE - MISC	(68,851)	-	-	(117,927)	(34,929)	-	-	-
4		30301	6060-SOFTWARE - SAP	(1,861,955)	775,450	-	(675,087)	(49,311)	-	-	-
5			Subtotal Intangible Plant								
6											
7	Distribution Plant	37401	6640-LAND - GENERAL	-	-	-	-	-	-	-	-
8		37402	6680-LD RTS-ROW-GEN DIST	(31,433)	-	-	(1,027)	-	-	-	-
9		37501	6900-STRUCT-CG ML IND MIR	(44,170)	-	-	(1,955)	-	-	-	-
10		37601	6951-MAINS - STEEL	(15,994,085)	784,996	(3,699,519)	(1,777,620)	-	-	1,060,829	-
11		37601	6952-MAINS - PLASTIC	(28,361,017)	796,041	3,699,525	(3,884,775)	-	-	253,029	-
12		37601	6980-MIR STAT EQUIP-GEN	(446,529)	5,138	524	(99,887)	-	-	2,099	-
13		37801	7000-MIR STAT EQ - ODOOR EQ	(147,882)	21,681	18	(48,951)	-	-	12,266	-
14		37901	7010-MIR STAT EQ - CITY GT	(1,460,984)	-	-	(156,455)	-	-	804,170	-
15		38001	7022-SERVICES - STEEL	(1,028,642)	288,233	9	(142,217)	-	-	450,896	-
16		38001	7050-METERS-DOMESTIC/SMALL	(22,569,380)	616,257	(116)	(2,840,801)	-	-	272,337	-
17		38101	7090-MTR INSTALL-DOM/SMALL	(702,159)	181,928	289	(346,679)	-	-	632	-
18		38201	7080-MTR INSTALL-IND/LARGE	(3,539,176)	714,437	(0)	(50,841)	-	-	-	-
19		38201	7090-MTR INSTALL-IND/LARGE	(867,554)	9,647	99	(176,306)	-	-	-	-
20		38301	7120-REG - DOMESTIC/HOUSE	(623,053)	22,787	-	(64,577)	-	-	-	-
21		38501	7150-IND. MIR STAT EQUIP	(159,303)	19,751	(99)	(21,027)	-	-	-	-
22		38701	7160-OTHER EQ - CNG EQUIP	(442,926)	-	-	-	-	-	-	-
23			Subtotal Distribution Plant	(76,216,272)	3,462,898	811	(9,998,608)	-	-	2,856,260	-
24											
25											
26	General Plant	38801	7180-LAND	-	-	-	-	-	-	-	-
27		39001	7200-STRUCT/IMPR - GEN	(790,583)	-	-	(178,970)	-	-	-	-
28		39002	7225-LEASEHOLD IMPROVEMTS	(22,504)	-	-	(8,938)	-	-	-	-
29		39101	7230-FURN & EQUIP - MISC	(9,933)	-	-	(3,071)	-	-	-	-
30		39101	7232-OFFICE EQUIP-GENERAL	(227,114)	-	-	(33,613)	-	-	-	-
31		39102	7260-COMPUTER EQ - MISC	(1,252,899)	352,779	-	(322,620)	(131)	-	-	-
32		39301	7355-STORES EQUIP	-	-	-	-	-	-	-	-
33		39401	7362-TOOLS/WORK EQUIP-ENT	(746,479)	-	-	(238,050)	-	-	-	-
34		39401	7364-SHOP EQUIP (ENTEX)	-	-	-	-	-	-	-	-
35		39501	7370-LAB EQUIP	(5,156)	-	-	(510)	-	-	-	-
36		39701	7390-COMM EQ	(38,628)	-	-	(7,924)	-	-	-	-
37		39703	7420-COMM EQ - MTR RDERTS	(2,782,107)	128,381	172,221	(473,387)	-	-	5,928	-
38		39801	7450-MISC EQ	(95,800)	-	-	(26,654)	-	-	-	-
39			Subtotal General Plant	(5,961,111)	481,160	172,221	(1,293,736)	(131)	-	5,928	-
40											
41											
42	Transportation & Power O	39201	7300-AUTOS	(117,699)	107,000	14,480	(26,585)	-	-	287	(12,124)
43		39201	7320-TRUCKS	(2,963,334)	1,085,927	164,959	(841,652)	81,628	-	2,111	(151,388)
44		39201	7340-TRAILERS	(225,613)	-	-	(41,059)	-	-	-	(20)
45		39601	7380-POWER OPER. EQUIP	(665,873)	-	-	(132,165)	-	-	-	(550)
46			Subtotal Transportation & Power Operated Equipment	(3,972,517)	1,192,927	185,617	(1,041,461)	81,628	-	2,398	(164,061)
47											
48											
49			Total	(88,013,855)	5,912,435	358,648	(13,008,892)	32,396	-	2,864,596	(164,061)
50											
51											
52			(1) To: 2.a - Accumulated Reserves - Total								

Line No.	Asset Type	Asset Class	SUB/CA Description	Net Salvage	Reserve Re-class Adjustments	Reserve Other Adjustments	End Bal. Accum. Depreciation
1	Intangible Plant	30201	601G PERPETUAL F & C	-	-	-	-
2		30301	6035. MISC INTANG PLANT	-	-	-	(1,589,195)
3		30301	6050. SOFTWARE - MISC	-	-	-	-
4		30301	6060. SOFTWARE - SAP	-	-	-	(221,708)
5			Subtotal Intangible Plant	-	-	-	(1,810,903)
6							
7	Distribution Plant	37401	6840. LAND - GENERAL	-	-	-	-
8		37402	6880. LD RTS-ROW-GEN DIST	-	-	-	(32,480)
9		37501	6900. STRUCT-CG ML IND MTR	-	-	-	(46,125)
10		37601	6951. MAINS - STEEL	-	-	-	(19,625,687)
11		37601	6952. MAINS - PLASTIC	-	-	-	(27,494,787)
12		37801	6980. MTR STAT EQUIP-GEN	-	-	-	(538,665)
13		37801	7000. MTR STAT EQ - ODOOR EQ	-	-	-	(162,888)
14		37801	7010. MTR STAT EQ - CITY GT	-	-	-	(1,817,489)
15		37801	7022. SERVICES - STEEL	-	-	(1,049)	(79,491)
16		38001	7023. SERVICES - PLASTIC	-	-	-	(24,343,124)
17		38101	7050. METERS-DOMESTIC/SMALL	-	-	-	(866,689)
18		38101	7060. MTR INSTALL-DOWNSMALL	-	-	-	(2,937,963)
19		38201	7090. MTR INSTALL-IND/LARGE	-	-	(60)	(708,016)
20		38301	7120. REG - DOMESTIC/HOUSE	-	-	-	(776,571)
21		38501	7150. IND. MTR STAT EQUIP	-	-	-	(204,228)
22		38701	7160. OTHER EQ - ONG EQUIP	-	-	-	(463,963)
23			Subtotal Distribution Plant	-	-	(1,105)	(79,896,016)
24							
25							
26	General Plant	38801	7180. LAND	-	-	-	-
27		39001	7200. STRUCT/IMPR - GEN	-	-	-	(959,583)
28		39002	7250. LEASEHOLD IMPROVEMTS	-	-	-	(31,442)
29		39101	7230. FURN & EQUIP - MISC	-	-	-	(13,004)
30		39101	7232. OFFICE EQUIP-GENERAL	-	-	-	(260,727)
31		39102	7260. COMPUTER EQ - MISC	-	-	-	(1,222,781)
32		39301	7355. STORES EQUIP	-	-	-	-
33		39401	7362. TOOL/WORK EQUIP-ENT	-	-	-	(894,529)
34		39401	7364. SHOP EQUIP (ENTEX)	-	-	-	-
35		39501	7370. LAB EQUIP	-	-	-	(5,686)
36		39701	7390. COMM EQ	-	-	-	(46,551)
37		39703	7420. COMM EQ - MTR RD/ERTS	-	-	-	(2,948,964)
38		39801	7450. MISC EQ	-	-	-	(122,454)
39			Subtotal General Plant	-	-	-	(6,595,670)
40							
41							
42	Transportation & Power O	39201	7300. AUTOS	-	-	-	(34,639)
43		39201	7320. TRUCKS	-	-	-	(2,621,529)
44		39201	7340. TRAILERS	-	-	-	(260,514)
45		39601	7380. POWER OPER. EQUIP	-	-	-	(796,587)
46			Subtotal Transportation & Power Operated Equipment	-	-	-	(3,715,269)
47							
48							
49							
50			Total	-	-	(1,105)	(92,019,857)
51							
52			(1) To: 2.a - Accumulated Reserves - Total				

CenterPoint Energy
South Texas Division
Accumulated Reserves - Corp
For The Test Year Ended December 2020

Line No.	Asset Type	Asset Class	SUB-FCA Description	Jurisdiction - Original	Retirements	IntraCo Transf	Accruals	End Bal. Accum. Depreciation	Allocator	Bag Per. Acc. Dep Allocation	Retirements Allocation	IntraCo Transf Allocation	Accruals Allocation
1	Intangible Plant	30301	6035: MISC INTANG PLANT	Entex Corp	-	-	(4,003)	(4,003)	7.37%	-	-	-	(295)
2		30301	6050: SOFTWARE - MISC	Entex Corp	-	-	-	-	7.37%	-	-	-	-
3		30301	6080: SOFTWARE - SAP	Entex Corp	(1,461,577)	-	(219,115)	(1,680,692)	7.37%	(107,718)	-	-	(16,149)
4				Subtotal Intangible Plant	(1,461,577)	-	(223,118)	(1,684,695)		(107,718)	-	-	(16,444)
5	Distribution Plant	38101	7050: METERS-DOMESTIC/SMALL	Entex Corp	-	-	-	-	7.37%	-	-	-	-
6		38501	7120: REG-DOMESTIC/HOUSE	Entex Corp	-	-	-	-	7.37%	-	-	-	-
7		38701	7160: OTHER EQ - CNG EQUIP	Entex Corp	-	-	-	-	7.37%	-	-	-	-
8				Subtotal Distribution Plant	-	-	-	-		-	-	-	-
9					-	-	-	-		-	-	-	-
10	General Plant	39001	7200: STRUCT/IMPR - GEN	Entex Corp	-	-	-	-	7.37%	-	-	-	-
11		39002	7225: LEASEHOLD IMPROVEMTS	Entex Corp	-	-	-	-	7.37%	-	-	-	-
12		39101	7230: FURN & EQUIP - MISC	Entex Corp	(126,165)	-	(14,289)	(140,454)	7.37%	(9,298)	-	-	(1,053)
13		39101	7232: OFFICE EQUIP-GENERAL	Entex Corp	(1,310,246)	-	(1,310,246)	(1,310,246)	7.37%	(96,565)	-	-	-
14		39102	7280: COMPUTER EQ - MISC	Entex Corp	(3,618,042)	2,195,897	(610,724)	(2,032,869)	7.37%	(266,650)	161,838	-	(45,010)
15		39102	7280: COMPUTER EQ - MISC	Tx Meters-Regulators & Gas Support	(353,752)	-	(119,680)	(473,432)	8.40%	(29,715)	-	-	(10,053)
16		39102	7280: COMPUTER EQ - MISC	Entex Corp	(14,605)	-	(1,116)	(15,721)	7.37%	(6,459)	-	-	(82)
17		39701	7390: COMM EQ	Entex Corp	(87,634)	-	(9,506)	(97,139)	7.37%	(6,459)	-	-	(701)
18		39801	7450: MISC EQ	Tx Meters-Regulators & Gas Support	(1,260)	-	(215)	(1,475)	8.40%	(106)	-	-	(18)
19		39801	7450: MISC EQ	Entex Corp	(5,511,704)	2,195,897	(755,529)	(4,071,336)		(409,859)	161,838	-	(56,917)
20				Subtotal General Plant	(49,417)	(26,020)	(22,499)	(97,956)	7.37%	(3,844)	-	(1,918)	(1,658)
21	Transportation & Power O	35201	7300: AUTOS	Entex Corp	(9,237)	-	(9,237)	(9,237)	7.37%	(681)	-	-	-
22		38201	7320: TRUCKS	Tx Meters-Regulators & Gas Support	8,959	-	-	8,959	8.40%	753	-	-	-
23		38201	7340: TRAILERS	Entex Corp	-	-	-	-	7.37%	-	-	-	-
24		38601	7380: POWER OPER EQUIP	Entex Corp	(49,725)	-	(22,499)	(98,244)		(3,572)	-	(1,918)	-
25				Subtotal Transportation & Power Operated Equipment	(49,725)	(26,020)	(22,499)	(98,244)		(3,572)	-	(1,918)	-
26					-	-	-	-		-	-	-	-
27					-	-	-	-		-	-	-	-
28					-	-	-	-		-	-	-	-
29					-	-	-	-		-	-	-	-
30				Total	(7,023,009)	2,195,897	(26,020)	(5,854,276)		(521,160)	161,838	(1,918)	(75,019)
31				⁽¹⁾ Total 2.a - Accumulated Reserve - Total									

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Line No.	Asset Type	Asset Class	SUB-FCA - Description	Jurisdiction - Original	End Bal - Accum. Depreciation Allocation
1	Intangible Plant	30301	6035: MISC INTANG PLANT	Entex Corp	(285)
2		30301	6050: SOFTWARE - MISC	Entex Corp	-
3		30301	6060: SOFTWARE - SAP	Entex Corp	(123,867)
4				Subtotal Intangible Plant	(124,152)
5					
6	Distribution Plant	38101	7050: METERS-DOMESTICS/MALL	Entex Corp	-
7		38301	7120: REG - DOMESTIC/HOUSE	Entex Corp	-
8		38701	7160: OTHER EQ - CNG EQUIP	Entex Corp	-
9				Subtotal Distribution Plant	-
10					
11	General Plant	39001	7200: STRUCT/IMPR - GEN	Entex Corp	-
12		39002	7225: LEASEHOLD IMPROVEMTS	Entex Corp	-
13		39101	7230: FURN & EQUIP - MISC	Entex Corp	(10,351)
14		39101	7232: OFFICE EQUIP-GENERAL	Entex Corp	(96,565)
15		39102	7260: COMPUTER EQ - MISC	Entex Corp	(149,822)
16		39102	7260: COMPUTER EQ - MISC	Tx Meiers-Regulators & Gas Support	(39,788)
17		39701	7390: COMM EQ	Entex Corp	(1,159)
18		39801	7450: MISC EQ	Entex Corp	(7,159)
19		39801	7450: MISC EQ	Tx Meiers-Regulators & Gas Support	(124)
20				Subtotal General Plant	(304,949)
21					
22	Transportation & Power O	39201	7300: AUTOS	Entex Corp	(7,220)
23		39201	7320: TRUCKS	Entex Corp	(661)
24		39201	7320: TRUCKS	Tx Meiers-Regulators & Gas Support	753
25		39201	7340: TRAILERS	Entex Corp	-
26		39601	7380: POWER OPER. EQUIP	Entex Corp	-
27				Subtotal Transportation & Power Operated Equipment	(7,148)
28					
29					
30				Total	(436,259)
31	⁽¹⁾ To: 2.a - Accumulated Reserve - Total				

CenterPoint Energy
South Texas Division
Plant in Service - Total
For the Test Year Ended December 2020

Line No.	Asset Type	Asset Class	SUB-FCA Description	End PIS Balance 2019	PIS Regulatory Adjustments to Use	True Additions	IntraCo Adds	InterCo Adds	InterCo Adds	True Retirements	IntraCo Retire	InterCo Retire	PIS Plant Adjustments
2	Intangible Plant	30301	6010- PERPETUAL F & C	1,123	-	-	-	-	-	-	-	-	-
3		30301	6035- MISC INTANG PLANT	3,348,136	-	238,286	-	-	62,187	(775,450)	-	-	-
4		30301	6050- SOFTWARE - MISC	623,006	-	28,958	-	-	718,703	-	-	-	-
5		30301	6060- SOFTWARE - SAP	3,972,264	-	267,244	-	-	760,890	(775,450)	-	-	-
6			Subtotal Intangible Plant										
7	Distribution Plant	37401	6840- LAND - GENERAL	1,327,204	-	-	-	-	-	-	-	-	-
8		37402	6880- LD RTS-ROW/GEN DIST	74,913	-	-	-	-	-	-	-	-	-
9		37501	6900- STRUCT-CG ML IND MIR	106,255	-	-	-	-	-	-	-	-	-
10		37601	6951- MANS - STEEL	43,887,254	-	6,636,156	759,099	-	-	(784,996)	2,232,948	-	-
11		37601	6952- MANS - PLASTIC	137,286,784	-	22,744,231	18,262,856	-	-	(798,041)	(21,254,904)	-	-
12		37601	6980- MTR STAT EQUIP-GEN	2,651,876	-	122,408	85,445	-	-	(5,138)	(85,445)	-	-
13		37601	7000- MTR STAT EQ - ODOOR EQ	681,742	-	85,443	85,443	-	-	(21,681)	(85,443)	-	-
14		37901	7010- MTR STAT EQ - CITY EQ	4,470,132	-	-	-	-	-	-	-	-	-
15		38001	7022- SERVICES - STEEL	3,130,893	-	23,112	22,772	-	-	(288,233)	-	-	-
16		38001	7023- SERVICES - PLASTIC	66,491,976	-	8,914,045	9,179,496	-	-	(616,257)	(9,179,496)	-	-
17		38101	7050- METERS-DOMESTICSMALL	10,088,963	-	321,459	750,970	-	-	(181,928)	(750,970)	-	-
18		38201	7090- MTR INSTAL-DOMSMALL	11,490,168	-	997,064	938,857	-	-	(714,437)	(938,857)	-	-
19		38301	7120- REG - DOMESTICHOUSE	1,256,524	-	10,528	12,176	-	-	(6,647)	(12,176)	-	-
20		38301	7130- MTR INSTAL-EQUIP	4,858,698	-	451,115	567,826	-	-	(22,787)	(567,826)	-	-
21		38501	7160- IND. MTR STAT EQUIP	2,084,630	-	24,126	350,979	-	-	(19,751)	(350,979)	-	-
22		38701	7180- OTHER EQ - CNG EQUIP	20,693	-	-	-	-	-	-	-	-	-
23			Subtotal Distribution Plant	290,979,794	-	40,956,780	31,072,620	-	-	(3,462,898)	(31,072,620)	-	-
24													
25	General Plant	38801	7190- LAND	683,844	-	(8,406)	-	-	-	-	-	-	-
26		39001	7200- STRUCT/IMPR - GEN	6,131,207	-	-	-	-	-	-	-	-	-
27		39002	7225- LEASEHOLD IMPROVEMTS	133,998	-	-	-	-	-	-	-	-	-
28		39101	7290- FURN & EQUIP - MISC	82,485	-	-	21,062	-	-	-	(21,062)	-	-
29		39101	7292- OFFICE EQUIP-GENERAL	769,027	-	-	-	-	-	-	-	-	-
30		39102	7300- COMPUTER EQ - MISC	2,705,013	(81)	231,105	61,212	946	-	(514,617)	(61,212)	-	-
31		39301	7355- STORES EQUIP	1,929	-	14,076	-	-	-	-	-	-	-
32		39401	7362- TOOLSWORK EQUIP-ENT	1,660,321	-	-	-	-	-	-	-	-	-
33		39401	7384- SHOP EQUIP (ENTEX)	-	-	-	-	-	-	-	-	-	-
34		39501	7370- LAB EQUIP	7,643	-	-	-	-	-	-	-	-	-
35		39701	7390- COMM EQ	160,119	-	-	-	-	-	-	-	-	-
36		39703	7420- COMM EQ - MTR ROBERTS	9,423,400	-	158,005	(37,243)	-	-	(128,381)	(425,088)	-	-
37		39801	7450- MISC EQ	310,213	(0)	428,222	-	-	-	-	-	-	-
38			Subtotal General Plant	22,069,197	(81)	823,003	45,031	946	-	(642,898)	(507,383)	-	-
39													
40	Transportation & Power Op	39201	7300- AUTOS	240,150	-	50,549	34,458	-	-	(107,000)	(30,844)	-	-
41		39201	7320- TRUCKS	6,208,615	-	1,428,990	116,303	78,442	-	(1,085,927)	(234,702)	(104,819)	-
42		39201	7340- TRAILERS	312,243	-	-	2,342	-	-	-	(9,347)	-	-
43		39601	7380- POWER OPER. EQUIP	1,242,148	-	-	-	-	-	-	-	-	-
44			Subtotal Transportation & Power Operated Equipment	8,003,156	-	1,479,539	155,102	78,442	-	(1,192,927)	(274,893)	(104,819)	-
45													
46			Total	324,724,402	(81)	43,076,565	31,210,954	863,278	-	(6,074,273)	(31,795,076)	(104,819)	-
47													
48													
49			(1) To 2.a - Summary										

Line No.	Asset Type	Asset Class	SUB-FCA Description	PIS Other Adjustments	End PIS Balance 2020
1	Intangible Plant	30201	6110 PERPETUAL F & C	-	1,123
2		30301	6335 MISC INTANG PLANT	-	2,873,159
3		30301	6355 SOFTWARE - MISC	-	-
4		30301	6060 SOFTWARE - SAP	-	1,370,687
5			Subtotal Intangible Plant	-	4,244,949
6					
7	Distribution Plant	37401	6840 LAND - GENERAL	-	1,327,204
8		37402	6860 LD RTS-ROW-GENDIST	-	74,913
9		37501	6900 STRUCT-CG ML IND MR	-	106,255
10		37601	6951 MAINS - STEEL	-	52,730,461
11		37601	6952 MAINS - PLASTIC	-	156,250,926
12		37801	6880 MIR STAT EQUIP-GEN	-	2,769,147
13		37801	7000 MIR STAT EQ - ODOREQ	-	745,505
14		37901	7010 MIR STAT EQ - CITY GT	-	4,470,132
15		38001	7022 SERVICES - STEEL	-	2,865,772
16		38001	7023 SERVICES - PLASTIC	-	74,789,764
17		38101	7050 METERS-DOMESTICSMALL	-	10,258,494
18		38201	7060 MTR INSTALL-DOMSMALL	-	11,752,795
19		38201	7060 MTR INSTALL-INDLARGE	-	1,257,405
20		38301	7120 REG - DOMESTICHOUSE	-	5,287,133
21		38501	7160 IND. MIR STAT EQUIP	-	2,300,096
22		38701	7160 OTHER EQ - ONS EQUIP	-	81,855
23			Subtotal Distribution Plant	-	327,723,666
24					
25	General Plant	38901	7180 LAND	-	683,844
26		39001	7200 STRUCT/IMPR - GEN	-	6,122,801
27		39002	7225 LEASEHOLD IMPROVEMTS	-	133,988
28		39101	7230 FURN & EQUIP - MISC	-	82,485
29		39101	7235 OFFICE EQUIP-GENERAL	-	760,027
30		39102	7265 COMPUTER EQ - MISC	-	2,422,366
31		39301	7355 STORES EQUIP	-	1,929
32		39401	7362 TOOLS/WORK EQUIP-ENT	-	1,674,397
33		39401	7364 SHOP EQUIP (ENTEX)	-	-
34		39501	7370 LAB EQUIP	-	7,643
35		39701	7390 COMM EQ	-	160,119
36		39703	7420 COMM EQ - MTR ROFERTS	-	8,950,683
37		39801	7450 MISC EQ	-	738,435
38			Subtotal General Plant	-	21,767,736
39					
40	Transportation & Power Op	39201	7300 AUTOS	-	187,313
41		39201	7320 TRUCKS	-	6,406,901
42		39201	7340 TRAILERS	-	305,237
43		39601	7390 POWER OPER. EQUIP	-	1,242,148
44			Subtotal Transportation & Power Operated Equipment	-	8,141,600
45					
46			Total	-	361,867,950
47					
48					
49					

(1) To: 2a - Summary

CenterPoint Energy
South Texas Division
Plant in Service - Direct
For The Test Year Ended December 2020

Line No	Asset Type	Asset Class	SUB-FA Description	End PIS Balance 2019	True Additions	IntraCo Adds	InterCo Adds	True Retirements	IntraCo Retire	InterCo Retire	PIS Plant Adjustments	PIS Other Adjustments
2	Intangible Plant	30201	6010-PERPETUAL F & C	1,123	-	-	-	-	-	-	-	-
3		30301	6035-MISC INTANG PLANT	3,348,136	229,435	-	62,187	(775,460)	-	-	-	-
4		30301	6060-SOFTWARE - MISC	-	28,958	-	-	-	-	-	-	-
5		30301	Subtotal Intangible Plant	3,810,777	258,393	-	718,703	(775,460)	-	-	-	-
6							760,890					
7	Distribution Plant	37401	6840-LAND - GENERAL	1,327,204	-	-	-	-	-	-	-	-
8		37402	6880-LD RTS-ROW-GEN DIST	74,513	-	-	-	-	-	-	-	-
9		37501	6900-STRUCT-CG ML IND MIR	106,255	-	-	-	-	-	-	-	-
10		37601	6951-MAINS - STEEL	43,887,254	6,636,156	759,089	-	(784,936)	2,232,948	-	-	-
11		37601	6952-MAINS - PLASTIC	137,296,784	22,744,231	18,632,856	-	(798,041)	(21,254,904)	-	-	-
12		37801	6980-MR STAT EQUIP-GEN	2,651,876	122,408	85,445	-	(5,138)	(85,445)	-	-	-
13		37801	7000-MR STAT EQ - ODOREQ	681,742	85,443	85,443	-	(21,681)	(85,443)	-	-	-
14		37901	7010-MR STAT EQ - CITY GT	4,470,132	-	-	-	-	-	-	-	-
15		38001	7023-SERVICES - STEEL	3,130,693	23,112	22,772	-	(686,233)	(22,772)	-	-	-
16		38001	7050-METERS-DOMESTICSMALL	66,491,976	9,178,496	9,178,496	-	(616,267)	(9,178,496)	-	-	-
17		38101	7080-MTR INSTALL-DOMESTICSMALL	10,088,863	321,459	750,870	-	(181,928)	(750,870)	-	-	-
18		38201	7090-MTR INSTALL-INDLARGE	11,490,168	957,064	938,857	-	(714,437)	(938,857)	-	-	-
19		38201	7120-REG - DOMESTICHOUSE	1,266,524	10,528	12,176	-	(8,647)	(12,176)	-	-	-
20		38301	7150-IND MIR STAT EQUIP	4,658,866	451,115	587,826	-	(22,787)	(587,826)	-	-	-
21		38501	7160-OTHER EQ - CNG EQUIP	2,094,630	24,216	350,979	-	(19,751)	(350,979)	-	-	-
22			Subtotal Distribution Plant	292,979,194	40,586,760	31,012,829	-	(3,462,888)	(31,012,829)	-	-	-
23												
24												
25	General Plant	38901	7180-LAND	683,844	-	-	-	-	-	-	-	-
26		39001	7200-STRUCT/IMPR - GEN	6,131,207	(8,408)	-	-	-	-	-	-	-
27		39002	7225-LEASEHOLD IMPROVEMENTS	133,988	-	-	-	-	-	-	-	-
28		39101	7230-FURN & EQUIP - MISC	61,423	-	-	-	-	-	-	-	-
29		39101	7232-OFFICE EQUIP-GENERAL	672,251	-	-	-	-	-	-	-	-
30		39102	7260-COMPUTER EQ - MISC	2,340,801	49,600	946	-	(952,778)	-	-	-	-
31		39301	7355-STORES EQUIP	1,929	-	-	-	-	-	-	-	-
32		39401	7382-TOOLS/WORK EQUIP-ENT	1,660,321	14,076	-	-	-	-	-	-	-
33		39401	7384-SHOP EQUIP (ENTEX)	-	-	-	-	-	-	-	-	-
34		39501	7370-LAB EQUIP	7,643	-	-	-	-	-	-	-	-
35		39701	7390-COMM EQ	158,473	-	-	-	-	-	-	-	-
36		39703	7420-COMM EQ - MTR RD/ERTS	9,423,400	158,005	(37,243)	-	(128,381)	(428,088)	-	-	-
37		39801	7450-MISC EQ	299,438	428,222	-	-	-	-	-	-	-
38			Subtotal General Plant	21,574,728	641,498	(37,243)	946	(481,180)	(428,088)	-	-	-
39												
40	Transportation & Power Op	39201	7300-AUTOS	228,516	50,549	28,093	-	(107,000)	(30,844)	-	-	-
41		39201	7320-TRUCKS	6,208,615	1,428,990	116,303	78,442	(1,085,927)	(234,702)	(104,819)	-	-
42		39201	7340-TRAILERS	312,243	-	2,342	-	-	(9,347)	-	-	-
43		39601	7380-POWER OPER. EQUIP	-	-	-	-	-	-	-	-	-
44			Subtotal Transportation & Power Operated Equipm	7,991,522	1,479,539	148,727	78,442	(1,192,927)	(274,893)	(104,819)	-	-
45												
46			Total	324,056,611	42,886,269	31,122,394	860,278	(5,912,435)	(31,712,801)	(104,819)	-	-
47												
48												

(1) To: 2a - Plant in Service

Line No.	Asset Type	Asset Class	SUB-FCA Description	End PIS Balance 2020
2	Intangible Plant	30201	6010: PERPETUAL E & C	1,123
3		30301	6035: MISC INTANG PLANT	2,864,308
4		30301	6060: SOFTWARE - MISC	-
5		30301	6060: SOFTWARE - SAP	1,209,179
6			Subtotal Intangible Plant	4,074,610
7	Distribution Plant	37401	6840: LAND - GENERAL	1,327,204
8		37402	6880: LD RTS-ROW-GEN DIST	74,913
9		37501	6900: STRUCT-CG ML IND MIR	106,255
10		37601	6951: MAINS - STEEL	52,730,461
11		37601	6952: MAINS - PLASTIC	156,250,926
12		37801	6980: MIR STAT EQUIP-GEN	2,769,147
13		37801	7000: MIR STAT EQ - ODOR EQ	745,505
14		37901	7010: MIR STAT EQ - CTY GT	4,470,132
15		38001	7022: SERVICES - STEEL	2,865,772
16		38001	7023: SERVICES - PLASTIC	74,789,764
17		38101	7050: METERS-DOMESTICSMALL	10,229,484
18		38201	7060: MTR INSTALL-DOMSMALL	11,732,795
19		38201	7060: MTR INSTALL-INDLARGE	1,257,405
20		38301	7120: REG - DOMESTICHOUSE	5,287,133
21		38501	7160: IND MIR STAT EQUIP	2,306,096
22		38701	7160: OTHER EQ - CNG EQUIP	781,865
23			Subtotal Distribution Plant	327,725,969
24	General Plant	38901	7180: LAND	693,844
25		39001	7200: STRUCT/IMPR - GEN	6,122,801
26		39002	7255: LEASEHOLD IMPROVEMTS	133,998
27		39101	7230: FURN & EQUIP - MISC	61,423
28		39101	7232: OFFICE EQUIP-GENERAL	672,251
29		39102	7260: COMPUTER EQ - MISC	2,038,588
30		39301	7355: STORES EQUIP	1,929
31		39401	7362: TOOL/WORK EQUIP-ENT	1,674,397
32		39401	7364: SHOP EQUIP (ENTEX)	-
33		39501	7370: LAB EQUIP	7,643
34		39501	7390: COMM EQ	158,473
35		39701	7420: COMM EQ - MTR RDERTS	8,990,693
36		39703	7450: MISC EQ	727,651
37		39801	Subtotal General Plant	21,273,681
38	Transportation & Power Op	39201	7300: AUTOS	169,304
39		39201	7320: TRUCKS	6,406,901
40		39201	7340: TRAILERS	305,237
41		39601	7380: POWER OPER. EQUIP	1,242,148
42			Subtotal Transportation & Power Operated Equip	8,123,590
43			Total	361,995,547

(1) To: 2.a - Plant in Service

CenterPoint Energy
 South Texas Division
 Plant in Service - Corp
 For The Test Year Ended December 2020

Line No.	Asset Type	Asset Class	SUB-FCA Description	Jurisdiction - Original	Bag Bal (Pre-Alloc)	True Add (Pre-Alloc)	IntrCo Adds (Pre-Alloc)	True Retire (Pre-Alloc)	IntrCo Retire (Pre-Alloc)	End Bal (Pre-Alloc)	Allocation Factor	Bag Bal (Post-Alloc)	True Add (Post-Alloc)	IntrCo Adds (Post-Alloc)	True Retire (Post-Alloc)	IntrCo Retire (Post-Alloc)	End Bal (Post-Alloc)
1	Intangible Plant	30301	6035: MISC INTANG PLANT	Entex Corp	-	120,095	-	-	-	120,095	7.37%	-	8,851	-	-	-	8,851
2		30301	6050: SOFTWARE - MISC	Entex Corp	2,191,150	-	-	-	-	2,191,150	7.37%	161,488	-	-	-	-	161,488
3		30301	6060: SOFTWARE - SAP	Entex Corp	2,191,150	120,095	-	-	-	2,311,245	7.37%	161,488	8,851	-	-	-	170,339
4				Subtotal Intangible Plant													
5																	
6	Distribution Plant	38101	7050: METERS-DOMESTIC/SMALL	Entex Corp	-	-	-	-	-	-	7.37%	-	-	-	-	-	-
7		38301	7120: REG - DOMESTIC/HOUSE	Entex Corp	-	-	-	-	-	-	7.37%	-	-	-	-	-	-
8		38701	7160: OTHER EQ - CNG EQUIP	Entex Corp	-	-	-	-	-	-	7.37%	-	-	-	-	-	-
9				Subtotal Distribution Plant													
10																	
11	General Plant	39001	7200: STRUCT/IMPR - GEN	Entex Corp	-	-	-	-	-	-	7.37%	-	-	-	-	-	-
12		39002	7225: LEASEHOLD IMPROVEMTS	Entex Corp	285,787	-	285,787	-	(285,787)	285,787	7.37%	21,062	-	21,062	-	(21,062)	21,062
13		39101	7230: FURN & EQUIP - MISC	Entex Corp	1,313,097	-	-	-	-	1,313,097	7.37%	96,775	-	-	-	-	96,775
14		39101	7232: OFFICE EQUIP-GENERAL	Entex Corp	4,019,657	2,131,723	13,169	(2,195,897)	(13,169)	3,955,483	7.37%	296,249	157,108	971	(161,638)	(971)	291,519
15		39102	7260: COMPUTER EQ - MISC	Entex Corp	808,119	290,441	717,164	-	(717,164)	1,095,560	8.40%	67,882	24,397	60,242	-	(60,242)	92,279
16		39102	7280: COMPUTER EQ - MISC	Tx Meters-Regulators & Gas Support	22,324	-	-	-	-	22,324	7.37%	1,645	-	-	-	-	1,645
17		39701	7390: COMM EQ	Entex Corp	142,517	-	-	-	-	142,517	7.37%	10,504	-	-	-	-	10,504
18		39801	7450: MISC EQ	Entex Corp	3,220	-	-	-	-	3,220	8.40%	270	-	-	-	-	270
19				Tx Meters-Regulators & Gas Support	6,594,720	2,422,164	1,016,120	(2,195,897)	(1,016,120)	6,820,987		494,988	181,505	82,275	(161,638)	(82,275)	514,055
20				Subtotal General Plant													
21																	
22	Transportation & Power Op	39201	7300: AUTOS	Entex Corp	157,860	-	86,501	-	-	244,360	7.37%	11,634	-	6,375	-	-	18,009
23		39201	7320: TRUCKS	Entex Corp	-	-	-	-	-	-	7.37%	-	-	-	-	-	-
24		39201	7340: TRAILERS	Entex Corp	-	-	-	-	-	-	7.37%	-	-	-	-	-	-
25		39601	7390: POWER, OPER, EQUIP	Entex Corp	157,860	-	86,501	-	-	244,360	7.37%	11,634	-	6,375	-	-	18,009
26				Subtotal Transportation & Power Operated Equip													
27																	
28																	
29				Total	8,943,730	2,542,299	1,102,621	(2,195,897)	(1,016,120)	9,376,593		667,510	190,356	88,650	(161,638)	(82,275)	702,403
30																	

(1) To 2a - Plant in Service - Total

CenterPoint Energy
South Texas Division
RWIP by Jurisdiction
For The Test Year Ended December 2020

Line No.	Reg Filing	Jurisdiction	G/L 171011 ⁽¹⁾
1	Entex Rural	Beaumont Rptg Area	374,940
2		Conroe Rptg Area	24,411
3		East Texas Rptg Area	804,647
4		Entex Louisiana Rptg Area	895,757
5		Entex Mississippi Rptg Div	658,613
6		Houston Rptg Area	5,005,256
7		Northeast Texas Rptg Area	141,456
8		Texas Coast Rptg Area	1,955,085
9		Tyler Rptg Area	306,351
10		Subtotal Entex Rural	<u>10,166,516</u>
11			
12	Entex South Texas	South Texas Rptg Area	⁽²⁾ <u>1,187,818</u>
13		Subtotal Entex South Texas	<u>1,187,818</u>
14			
15		Total	<u>\$ 11,354,334</u>
16			
17	⁽¹⁾ Source: Plant Accounting		
18	⁽²⁾ To: 2.a - Summary		

CenterPoint Energy
South Texas Division
Cash Working Capital
For The Test Year Ended December 2020

Line No.	Description	Test Year Amount ⁽¹⁾	Adjustments	Total Adjusted	Avg Daily Expense	Revenue Lag Days	Expense Lead Days	Net Lead/Lag Days	Working Capital Requirement	Working Capital Adjustment
1	Purchased Gas Cost	33,987,670	-	33,987,670	93,062	37.24	-39.86	-2.62	(243,823)	-
2	Other O&M	28,732,302 ^(a)	(3,116,140)	25,616,162	70,181	37.24	-38.15	-0.91	(63,865)	-
3	Total Operation and Maintenance	62,699,972	(3,116,140)	59,583,832	163,243					
4		\$	\$	\$	\$				\$	\$
5	Federal Income Taxes									
6	Current	1,618,860	-	1,618,860	4,435	37.24	-37.99	-0.75	(3,326)	-
7	Deferred	652,703	-	652,703	1,788	37.24	-37.99	-0.75	(1,341)	-
8	State Margin Tax for CWC	460,950	-	460,950	1,235	37.24	46.71	83.95	103,719	-
9	Total FIT	2,722,514	-	2,722,514					99,051	
10		\$	\$	\$	\$				\$	\$
11	Taxes Other Than Income Taxes									
12	FICA Tax	734,402	-	734,402	2,012	37.24	-15.09	22.15	44,567	-
13	Federal & State Unemployment	20,526	-	20,526	56	37.24	-11.89	25.35	1,426	-
14	State Gross Receipts	1,550,477	-	1,550,477	4,248	37.24	-67.25	-30.01	(127,479)	-
15	Local Gross Receipts	3,304,601	-	3,304,601	9,054	37.24	-98.01	-61.77	(559,247)	-
16	Ad Valorem	1,958,271 ^(a)	(9,160)	1,949,111	5,340	37.24	-202.85	-165.61	(884,362)	-
17	RRC Gas Utility Tax	178,012	-	178,012	488	37.24	-88.31	-51.07	(24,907)	-
18	Total Taxes Other Than Income Taxes	7,746,289	(9,160)	7,737,129	21,196				(1,550,003)	-
19		\$	\$	\$	\$				\$	\$
20	Interest on Customer Advances & Deposits	93,518	-	93,518	256	37.24	-201.30	-164.06	(42,034)	-
21	Depreciation Expense	11,558,957	-	11,558,957	31,668					
22		\$	\$	\$	\$				\$	\$
23	Return (Rate Base Multiplied By Rate of Return)	16,938,306	-	16,938,306	46,406					
24		\$	\$	\$	\$				\$	\$
25	Subtotal	101,759,555	(3,125,300)	98,634,255						
26		\$	\$	\$	\$				\$	\$
27	Working Funds and Other - South Texas Only									(177,565)
28										
29										
30										
31	Total Cash Working Capital Requirement									(1,978,239)
32										
33	⁽¹⁾ From: 1.a - Income Statement									
34	⁽²⁾ From: 2 - Rate Base									
35	⁽³⁾ To: 2 - Rate Base									
36	^(A) Lead/Lag Days and Working Funds per Docket No. 10669									
37	^(B) Source: SW CWC Adjustments									

CenterPoint Energy
 South Texas Division
 Materials and Supplies
 For The Test Year Ended December 2020

Line No.	FERC	Period	133030 Allocation ⁽²⁾	133998-133999 ⁽¹⁾	Total
1	1540: Matls Oper Supplies	Dec - 2019	23,338	1,577,548	1,600,886
2		Jan - 2020	24,695	1,574,095	1,598,791
3		Feb - 2020	26,731	1,633,697	1,660,429
4		Mar - 2020	32,918	1,609,926	1,642,844
5		Apr - 2020	16,734	1,588,330	1,605,064
6		May - 2020	23,332	1,607,969	1,631,300
7		Jun - 2020	31,200	1,614,814	1,646,015
8		Jul - 2020	43,910	1,352,058	1,395,968
9		Aug - 2020	46,657	1,268,281	1,314,938
10		Sep - 2020	52,886	1,296,010	1,348,896
11		Oct - 2020	42,846	1,332,660	1,375,506
12		Nov - 2020	53,044	1,359,024	1,412,068
13		Dec - 2020	40,509	1,343,257	1,383,766
14	13 Month Average Balance		\$ 35,292	\$ 1,473,667 ⁽³⁾	\$ 1,508,959

15
 16 ⁽¹⁾ From: 2.c - Materials and Supplies 133998- 133999

17 ⁽²⁾ From: 2.c - Mat and Supplies 133030 Allocation

18 ⁽³⁾ To: 2 - Rate Base

CenterPoint Energy
 South Texas Division
 Materials & Supplies FERC 1540
 For The Test Year Ended December 2020

Line No.	Company	FERC	Period	Jurisdictional Balance	Total ⁽²⁾
1	CenterPoint Energy Entex	1540: Matls Oper Supplies	Dec - 2019	1,577,548 ⁽¹⁾	1,577,548
2			Jan - 2020	1,574,095	1,574,095
3			Feb - 2020	1,633,697	1,633,697
4			Mar - 2020	1,609,926	1,609,926
5			Apr - 2020	1,588,330	1,588,330
6			May - 2020	1,607,969	1,607,969
7			Jun - 2020	1,614,814	1,614,814
8			Jul - 2020	1,352,058	1,352,058
9			Aug - 2020	1,268,281	1,268,281
10			Sep - 2020	1,296,010	1,296,010
11			Oct - 2020	1,332,660	1,332,660
12			Nov - 2020	1,359,024	1,359,024
13			Dec - 2020	1,343,257	1,343,257
14					
15					

16 ⁽¹⁾ Source: SW Trial Balance by GL

17 ⁽²⁾ To: 2.c - Materials and Supplies Summary

CenterPoint Energy
 South Texas Division
 GL Account 133030 Materials and Supplies-Inventory WIP
 For The Test Year Ended December 2020

Line No.	Company	Period	Cumulative Entex Balance	Net Plant Allocator ⁽²⁾	Jurisdictional Balance ⁽³⁾
1	CenterPoint Energy Entex	Dec - 2019	⁽¹⁾ 199,468	11.70%	23,338
2		Jan - 2020	213,443	11.57%	24,695
3		Feb - 2020	231,040	11.57%	26,731
4		Mar - 2020	284,511	11.57%	32,918
5		Apr - 2020	144,636	11.57%	16,734
6		May - 2020	201,658	11.57%	23,332
7		Jun - 2020	269,664	11.57%	31,200
8		Jul - 2020	379,518	11.57%	43,910
9		Aug - 2020	403,260	11.57%	46,657
10		Sep - 2020	457,099	11.57%	52,886
11		Oct - 2020	370,318	11.57%	42,846
12		Nov - 2020	458,466	11.57%	53,044
13		Dec - 2020	350,123	11.57%	40,509
14					
15					
16	⁽¹⁾ Source: SW 2c M&S 133030				
17	⁽²⁾ From: PY Net Plant - Allocation Bases & CY Net Plant - Allocation Bases				
18	⁽³⁾ To: 2.c - Materials and Supplies Summary				

CenterPoint Energy
 South Texas Division
 Prepayments - 13 month Average
 For The Test Year Ended December 2020

Line No.	Company	13 Month Period	Amount Account 139010 ⁽²⁾	Amount Account 144010 ⁽¹⁾	Jurisdictional Total Amount
1	CenterPoint Energy Entex	Dec - 2019	157,377	1,221	158,597
2		Jan - 2020	148,856	976	149,832
3		Feb - 2020	130,125	732	130,857
4		Mar - 2020	110,393	37,988	148,381
5		Apr - 2020	90,661	33,577	124,239
6		May - 2020	71,109	29,167	100,275
7		Jun - 2020	82,107	25,000	107,107
8		Jul - 2020	66,523	36,080	102,602
9		Aug - 2020	46,857	30,388	77,246
10		Sep - 2020	27,192	24,697	51,889
11		Oct - 2020	281,769	19,006	300,775
12		Nov - 2020	240,049	13,315	253,363
13		Dec - 2020	215,442	7,623	223,066
14	13 Month Average Balance		\$ 128,343	\$ 19,982 ⁽³⁾	\$ 148,325

15

16 ⁽¹⁾ From: 2d - Prepayments-144010

17 ⁽²⁾ From: 2d - Prepayments-139010

18 ⁽³⁾ To: 2 - Rate Base

CenterPoint Energy
 South Texas Division
 Prepayments 139010
 For The Test Year Ended December 2020

Line No.	Company	13 Month Period	Cumulative Balance Entex	Jurisdiction Allocation Factor ⁽²⁾	Jurisdictional Balance ⁽¹⁾
1	CenterPoint Energy Entex	Dec - 2019	⁽³⁾ 2,135,368	7.37%	157,377
2		Jan - 2020	2,019,749	7.37%	148,856
3		Feb - 2020	1,765,605	7.37%	130,125
4		Mar - 2020	1,497,874	7.37%	110,393
5		Apr - 2020	1,230,142	7.37%	90,661
6		May - 2020	964,838	7.37%	71,109
7		Jun - 2020	1,114,068	7.37%	82,107
8		Jul - 2020	902,615	7.37%	66,523
9		Aug - 2020	635,783	7.37%	46,857
10		Sep - 2020	368,951	7.37%	27,192
11		Oct - 2020	3,823,194	7.37%	281,769
12		Nov - 2020	3,257,110	7.37%	240,049
13		Dec - 2020	2,923,235	7.37%	215,442
14					
15					
16	⁽¹⁾ To: 2.d Prepayments - Summary				
17	⁽²⁾ From: Allocation Factors CY				
18	⁽³⁾ Source: SW 2d Prepayments - 139010				

CenterPoint Energy
South Texas Division
Prepayments 144010
For The Test Year Ended December 2020

Line No.	Account	13 Month Period	Balance Rollforward Monthly	Adjustment ⁽²⁾	Balance ⁽¹⁾
1	Prepayments - Other	Dec - 2019	(5,883)	-	1,221
2		Jan - 2020	(244)	-	976
3		Feb - 2020	(244)	-	732
4		Mar - 2020	215,268	(178,012)	37,988
5		Apr - 2020	(182,423)	178,012	33,577
6		May - 2020	(4,411)	-	29,167
7		Jun - 2020	(4,167)	-	25,000
8		Jul - 2020	11,080	-	36,080
9		Aug - 2020	(5,691)	-	30,388
10		Sep - 2020	(5,691)	-	24,697
11		Oct - 2020	(5,691)	-	19,006
12		Nov - 2020	(5,691)	-	13,315
13		Dec - 2020	(5,691)	-	⁽²⁾ 7,623
14					
15					
16	⁽¹⁾ To: 2.d Prepayments - Summary				
17	⁽²⁾ Source: SW Trial Balance by GL				

CenterPoint Energy
 South Texas Division
 Customer Deposits
 For The Test Year Ended December 2020

Line No.	Description	Jurisdictional Balance
1	2350: Customer Deposits	⁽¹⁾⁽²⁾ \$ (4,340,316)
2		
3		
4	⁽¹⁾ From: 2.e - Customer Deposits	
5	⁽²⁾ To: 2 - Rate Base	

CenterPoint Energy
 South Texas Division
 Account 255010 Customer Deposits-Miscellaneous
 For The Test Year Ended December 2020

Line No.	FERC	Account	Entex ⁽²⁾	Jurisdictional Balance ⁽¹⁾	Other Entex Divisions
1	2350: Customer Deposits	255010: Customer Deposits-Miscellaneous	\$ (59,659,490)	⁽³⁾ \$ (4,340,316)	\$ (55,319,175)
2					
3					
4	⁽¹⁾ Source: Financial Accounting Gas				
5	⁽²⁾ Source: SW 2e Customer Deposits				
6	⁽³⁾ To: 2.e - Customer Deposits - Summary				

CenterPoint Energy
South Texas Division
Summary of Accumulated Deferred Income Taxes
For The Test Year Ended December 2020

Line No.	Item	Adjusted ADIT	Factor	Direct Amount	Jurisdictional Total
1	Bad debts	\$ 2,203,962		⁽³⁾ \$ 132,350	\$ 132,350
2	Inventory (263A)	224,472	⁽⁸⁾ 6.46%	-	14,501
3	Over/Under Recovery of Gas Costs	493,721		⁽²⁾ (341,910)	(341,910)
4	Over/Under Recovery of Franchise Fee & Gross Receipt. T	149,460		⁽¹¹⁾ -	-
5	Total Current Assets/(Liabilities)	\$ 3,071,615		\$ (209,560)	\$ (195,059)
6					
7	Depreciation	(210,292,325)	⁽⁹⁾ 11.57%	-	(24,330,822)
8	Contributions in Aid of Construction	26,348,072	⁽⁹⁾ 11.57%	-	3,048,472
9	Tax Overhead Capitalization	(8,508,698)	⁽⁹⁾ 11.57%	-	(984,456)
10	Repairs & Maintenance	(85,773,736)	⁽⁹⁾ 11.57%	-	(9,924,021)
11	Self Developed Software	(3,410,919)	⁽⁹⁾ 11.57%	-	(394,643)
12	Mixed Service Cost	(7,562,389)	⁽⁹⁾ 11.57%	-	(874,968)
13	Casualty Loss	(1,590,793)	⁽¹⁰⁾ 9.40%	-	(149,535)
14	AFUDC Debt	497,115	⁽⁹⁾ 11.57%	-	57,516
15	Net Property, Plant & Equipment	\$ (290,293,673)		\$ -	\$ (33,552,458)
16					
17	Known and Measurable ADIT Change				
18	Regulatory Obligations	(3,257,947)		⁽¹²⁾ 464,129	464,129
19	Reserves for Injuries & Damages	2,426,121		⁽¹⁾ 878,915	878,915
20	Employee Benefits	3,829,244		⁽¹³⁾ 85,608	85,608
21	Federal Benefit on Deferred State Income Taxes	4,442,983		⁽⁶⁾ 373,211	373,211
22	ADIT on EDIT Regulatory Asset/Liability	40,917,437		⁽⁷⁾ 4,507,459	4,507,459
23	Miscellaneous Others	-	⁽⁹⁾ 11.57%	-	-
24	Total Noncurrent Assets/Liabilities	\$ (241,935,835)		\$ 6,309,320	\$ (27,243,137)
25					
26	Total Accum Deferred Fed Inc. Taxes	(238,864,220)		6,099,760	(27,438,197)
27					
28	Accumulated Deferred State Income Taxes ("ADSIT")	(17,826,914)		⁽¹⁴⁾ (632,184)	(632,184)
29					
30	Total ADIT	\$ (256,691,134)		\$ 5,467,576	⁽¹⁵⁾ \$ (28,070,380)
31					

32 ⁽¹⁾ From: 2.g - ADIT-Injuries and Damages

33 ⁽²⁾ From: 2.g - ADIT-Over Under Gas Costs

34 ⁽³⁾ From: 2.g - ADIT-Bad Debt Reserve

35 ⁽⁴⁾ From: 2.g - ADIT as Adjusted

36 ⁽⁵⁾ From: 2.g - ADIT-Employee Benefits

37 ⁽⁶⁾ From: 2.g - State Tax

38 ⁽⁷⁾ From: 2n EDIT Regulatory Asset and Liability

39 ⁽⁸⁾ From: Allocation Factors - CY

40 ⁽⁹⁾ From: CY Net Plant - Allocation Bases

41 ⁽¹⁰⁾ From: SW 2g ADIT Casualty Loss Allocator

42 ⁽¹¹⁾ From: 2.g - ADIT OU Franchise Fees

43 ⁽¹²⁾ Note 1: Sum of 2.g - ADIT 8.209 Reg Asset + 2.g - ADIT System Safety Integrity + 2.g - ADIT Deferred Benefit Asset

44 ⁽¹³⁾ Note 2: Sum of 2.g - ADIT Employee Benefits + 2.g - ADIT Benefit Restoration + 2.i - Retirement Plan Asset

45 ⁽¹⁴⁾ Note 3: Sum of 2.g State Tax + 2.n EDIT Regulatory Asset and Liability

46 ⁽¹⁵⁾ To: 2 - Rate Base

CenterPoint Energy
 South Texas Division
 ADIT- 8.209 Reg Asset
 For The Test Year Ended December 2020

Line No.	FERC	Account	Jurisdiction	8.209 Regulatory Asset by Jurisdiction ⁽¹⁾	ADIT %	ADIT @ 21%
1	1823	179043: Reg Asset- 08.209	South Texas Rptg Area	1,665,882	-21.00%	(349,835)
2			Subtotal 179043: Reg Asset- 08.209	<u>\$ 1,665,882</u>		<u>(2) \$ (349,835)</u>
3						
4						

5 ⁽¹⁾Source: SW Trial Balance by GL
 6 ⁽²⁾To: 2.g - ADIT Summary

CenterPoint Energy
 South Texas Division
 ADIT - Bad Debt Reserve
 For The Test Year Ended December 2020

Line No.	FERC	Account	Balance as of December 31 2020 ⁽²⁾	ADIT %	ADIT @ 21%
1	1441: Acc Prov Uncoll-Commodity	123010: Accum Prov-Uncoll Accts-Commodity	(601,969)	-21.00%	126,414
2	1444: Acc Prov Un A/R - Other	123050: Accum Prov for Uncoll Accts-Other	(28,269)	-21.00%	5,936
3	Total Bad Debt Reserve		<u>\$ (630,238)</u>		<u>(1) \$ 132,350</u>
4					
5	⁽¹⁾ To: 2.g - ADIT-Summary				
6	⁽²⁾ From: 2j Bad Debt Reserve - Summary				

CenterPoint Energy
 South Texas Division
 ADIT - Benefit Restoration
 For The Test Year Ended December 2020

Line No.	Account	Per Actuarial Report - Entex ⁽¹⁾	Jurisdiction Allocation Factor ⁽²⁾	Jurisdiction Amount	ADIT %	ADIT @ -21%
1	259040: Benefit Restoration Plan-ASC 715	\$ (3,194,000)	11.95%	\$ (381,683)	-21.00%	⁽³⁾ \$ 80,153
2						
3						

4 ⁽¹⁾ Source: SW 2g-ADIT Benefit Restoration

5 ⁽²⁾ From: Allocation Factors CY

6 ⁽³⁾ To: 2.g - ADIT Summary

CenterPoint Energy
 South Texas Division
 ADIT - Deferred Benefit (Asset/Liability)
 For The Test Year Ended December 2020

Line No.	Reg Filing	FERC	Account	Jurisdiction	Deferred Benefit Asset by Jurisdiction ⁽¹⁾	ADIT %	ADIT @ 21%
1	Entex South Texas	1823: Oth Regulatory Asset	179042: Regulatory Assets - Pension Deferral	South Texas Rptg Area	-	-21.00%	-
2							
3							
4		2540: Oth Regulatory Liab	257032: Reg Liability Pension Deferral	South Texas Rptg Area	(3,912,872) ⁽¹⁾	-21.00% ⁽²⁾	821,703
5							
6							
7				Subtotal Entex South Texas	<u>\$ (3,912,872)</u>		<u>821,703</u>
8				Total	<u>\$ (3,912,872)</u>		<u>821,703</u>
9							
10							
11							
12							
13							
14							

⁽¹⁾ Source: SW Trial Balance by GL
⁽²⁾ 2.g - ADIT Summary

CenterPoint Energy
 South Texas Division
 ADIT - System Safety Integrity
 For The Test Year Ended December 2020

Line No.	FERC	Account	Jurisdiction	Deferred Asset System Safety Integrity ⁽¹⁾	ADIT %	ADIT @ 21% ⁽²⁾
1	1823: Oth Regulatory Asset	179045: Reg Asset - System Safety and Integrity	South Texas Rptg Area	36,853	-21.00%	(7,739)
2			Subtotal 179045: Reg Asset - System Safet	<u>36,853</u>		<u>(7,739)</u>
3						\$
4						
5						
6						

⁽¹⁾ Source: SW Trial Balance by GL

⁽²⁾ 2.g - ADIT Summary

CenterPoint Energy
 South Texas Division
 ADIT - Employee Expense Related Reserves
 For The Test Year Ended December 2020

Line No.	Account	Entex Amount ⁽¹⁾	Adjustments	Entex Adjusted Amount	Allocator to Use ⁽³⁾	Jurisdiction Allocated	Jurisdiction Direct	Jurisdictional Total	ADIT %	Amount	
1	240060: Curr&Acct Lib-Payroll Ben-Other	(1,577,000)	-	(1,577,000)	11.95%	(188,452)	-	(188,452)	-21.00%	39,575	
2	259200: Savings Restoration Plan	(27,027)	-	(27,027)	11.95%	(15,180)	-	(15,180)	-21.00%	3,188	
3	259211: Nonann Restoration of Accounts Plan	(244,465)	-	(244,465)	11.95%	(29,206)	-	(29,206)	-21.00%	6,133	
4	259042: PostRetirement Welfare Plan-ASC 715	(38,243,000)	5,661,000	(32,582,000)	11.95%	-	(2,697,400)	(2,697,400)	-21.00%	566,454	
5	259043: PostEmployment Benefits-ASC 712	(2,607,006)	-	(2,607,006)	11.95%	(311,537)	-	(311,537)	-21.00%	65,423	
6	269320: Oth Def CR-Deferred Comp	(795,000)	194,000	(601,000)	11.95%	(67,040)	-	(67,040)	-21.00%	14,078	
7	269325: Oth Def CR-Deferred Compensation - Miscellaneous	(75,515)	-	(75,515)	11.95%	(9,024)	-	(9,024)	-21.00%	1,895	
8	Total Jurisdiction Amount	\$ (43,628,952)	\$ 5,875,000	\$ (37,753,952)		\$ (620,438)	\$ (2,697,400)	\$ (3,317,838)		\$ 696,746	
9											
10	⁽¹⁾ From: 2: Employee Expense Related Reserves										
11	⁽²⁾ From: 2:1 - PostRetirement-Employee Expense Related Reserves										
12	⁽³⁾ From: Allocation Factors CY										
13	⁽⁴⁾ From: 2:1 - Employee Expense Related Reserves -Summary										
14	⁽⁵⁾ To: 2.g - ADIT Summary										

CenterPoint Energy
 South Texas Division
 ADIT - Injuries and Damages Reserve
 For The Test Year Ended December 2020

Line No.	FERC	Account	Jurisdictional Amount	ADIT %	ADIT @ 21%
1	2282: AccumProv-Inj/Damage	258010: Injuries & Damages-Auto Liability	(4) (219,497)	-21.00%	46,094
2		258020: Injuries & Damages-Gen Liability	(4) (3,852,619)	-21.00%	809,050
3		258030: Injuries & Damages-Workers' Comp	(1) (113,192)	-21.00%	23,770
4	Total Injuries and Damages Reserve		\$ (4,185,309)		(2) \$ 878,915

(1) From: 2k Summary - Injuries and Damages Reserve
 (2) To: 2g - ADIT Summary
 (3) Source: SW 2g ADIT Injuries and Damages
 (4) Source: SW Trial Balance by GL

CenterPoint Energy
 South Texas Division
 ADIT - Over/Under Gas Cost by Division
 For The Test Year Ended December 2020

Line No.	FERC	Jurisdiction	Cumulative Balance ⁽¹⁾	ADIT %	ADIT @ 21%
1	1910: Unrec Pur Gas Csts	South Texas Rptg Area	1,628,144	-21.00%	(341,910)
2		Subtotal 1910: Unrec Pur Gas Csts	<u>\$ 1,628,144</u>		<u>(341,910)</u>
3					<u>(2) \$</u>
4					
5					
6					

⁽¹⁾ Source: SW Trial Balance by GL
⁽²⁾ To: 2.g - ADIT Summary

CenterPoint Energy
South Texas Division
ADIT as Adjusted
For The Test Year Ended December 2020

Line No.	Category	Account	Book Balance	Reference	Temporary Difference (Manual)	DFIT %	DSIT %	Manual Adjustment to DFIT	Manual Adjustment to DSIT	Temporary Difference	Adjustment*	Ratio to Accrual	Adj. Temp Diff
1	Bad Debts	123010: Accum Prov-Uncoll Accts-Commodity	(7,922,847)	-	-	21.00%	0.8953%	-	-	7,922,847	-	-	7,922,847
2		123011: Accum Prov-Uncoll Accts-Unbrilled-Commodity	(733,599)	-	-	21.00%	0.8953%	-	-	733,599	-	-	733,599
3		123015: Accum Prov-Uncoll Accts-PGA	(1,375,808)	-	-	21.00%	0.8953%	-	-	1,375,808	-	-	1,375,808
4		123040: Accum Prov-Uncoll Accts-Services	-	-	-	21.00%	0.8953%	-	-	-	-	-	-
5		123050: Accum Prov for Uncoll Accts-Other	(462,802)	-	-	21.00%	0.8953%	-	-	462,802	-	-	462,802
6		Subtotal Bad Debts	(10,495,056)	-	-	21.00%	0.8953%	-	-	10,495,056	-	-	10,495,056
7													
8	Over/Under Recovery of Gas Costs	221143: OU Roy of Purch Gas Costs-Base	30,802,704	-	-	21.00%	0.8953%	-	-	(30,802,704)	-	-	(30,802,704)
9		221144: OU-Recovery-Gas Purch Cost-Unbrilled	(46,638,272)	-	-	21.00%	0.8953%	-	-	46,638,272	-	-	46,638,272
10		221146: Est Rev-OU Revy-Fuel Recovery	15,484,514	-	-	21.00%	0.8953%	-	-	(15,484,514)	-	-	(15,484,514)
11		Subtotal Over/Under Recovery of Gas Costs	(2,351,054)	-	-	21.00%	0.8953%	-	-	2,351,054	-	-	2,351,054
12													
13	OU Recovery of Franchise Fees & St. Gs. Rptl.	147016: Reg Asset - OU State GR Tax	-	-	-	21.00%	0.8953%	-	-	-	-	-	-
14		17016: Reg Asset - OU Franchise Fees	-	-	-	21.00%	0.8953%	-	-	-	-	-	-
15		147016: Reg Asset - AMA	-	-	-	21.00%	0.8953%	-	-	-	-	-	-
16		221149: Over/Under Recovery of City Franchise Fees	(711,715)	-	-	21.00%	0.8953%	-	-	711,715	-	-	711,715
17		221151: Over/Under Recovery of State Gross Receipt Taxes	-	-	-	21.00%	0.8953%	-	-	-	-	-	-
18		221154: Net OU State GR Tax	-	-	-	21.00%	0.8953%	-	-	-	-	-	-
19		221155: Net OU City Franchise Reclass	-	-	-	21.00%	0.8953%	-	-	-	-	-	-
20		Subtotal OU Recovery of Franchise Fees & St. Gs. Rptl. Tax	(711,715)	-	-	21.00%	0.8953%	-	-	711,715	-	-	711,715
21													
22	Inventory	INV263A: Inventory (263A) (137010, 137015)	-	1,068,915	-	21.00%	0.8953%	-	-	1,068,915	-	-	1,068,915
23		MSC263A: Mixed Service Cost(263A)	-	-	-	21.00%	0.8953%	-	-	-	-	-	-
24		Subtotal Inventory	-	1,068,915	-	21.00%	0.8953%	-	-	1,068,915	-	-	1,068,915
25													
26	Regulatory Obligations	179015: Regulatory Assets - Gas Cost Write-offs	1,375,808	-	-	21.00%	0.8953%	-	-	(1,375,808)	1,375,808	-	-
27		179022: Regulatory Assets - EECRF OU	-	-	-	21.00%	0.8953%	-	-	-	-	-	-
28		179024: Relief Prog Incremental Costs	5,463,324	-	-	21.00%	0.8953%	-	-	(5,463,324)	-	-	(5,463,324)
29		179030: Regulatory Assets-Other	3,568,554	-	-	21.00%	0.8953%	-	-	(3,568,554)	3,568,554	-	-
30		179034: Regulatory Assets-Rate Case Expense	1,199,120	-	-	21.00%	0.8953%	-	-	(1,199,120)	1,199,120	-	-
31		179042: Regulatory Assets - Pension Deferral	1,555,287	-	-	21.00%	0.8953%	-	-	(1,555,287)	-	-	(1,555,287)
32		179043: Reg Asset- 08/209	14,324,253	-	-	21.00%	0.8953%	-	-	(14,324,253)	-	-	(14,324,253)
33		179044: Regulatory Asset- Depreciation Expense	546,289	-	-	21.00%	0.8953%	-	-	(546,289)	-	-	(546,289)
34		179045: Reg Asset- System Safety and Integrity	11,285,370	-	-	21.00%	0.8953%	-	-	(11,285,370)	-	-	(11,285,370)
35		179059: Regulatory Assets - Severance	312,820	-	-	21.00%	0.8953%	-	-	(312,820)	312,820	-	-
36		179062: Def - TX Rate Case Exp	-	-	-	21.00%	0.8953%	-	-	-	-	-	-
37		179064: Reg Asset-Ban Plans-ACCI Offset	6,120,000	-	-	21.00%	0.8953%	-	-	(6,120,000)	-	-	-
38		179068: Reg Asset - Uncovered Post Retirement	8,893,141	-	-	21.00%	0.8953%	-	-	(8,893,141)	-	-	(8,893,141)
39		179073: Regulatory Assets-Assst Retire Oblig	68,475,013	-	-	21.00%	0.8953%	-	-	(68,475,013)	68,475,013	-	-
40		179075: Reg Asset- 8/209 Equity	(8,607,628)	-	-	21.00%	0.8953%	-	-	8,607,628	-	-	-
41		191000: Reg Asset-AMA	117,121	-	-	21.00%	0.8953%	-	-	(117,121)	117,121	-	-
42		191006: Contra Equity 8/209 Reg Asset-Unrecognized	(5,431,991)	-	-	21.00%	0.8953%	-	-	5,431,991	-	-	5,431,991
43		221138: Regulatory Liability Pension	-	-	-	21.00%	0.8953%	-	-	-	-	-	-
44		257010: Property Insurance Reserve	(503,659)	-	-	21.00%	0.8953%	-	-	503,659	(503,659)	-	-
45		257022: Regulatory Liability - EECRF	(310,221)	-	-	21.00%	0.8953%	-	-	310,221	(310,221)	-	-
46		257029: Reg Liability - Other	(2,267,287)	-	-	21.00%	0.8953%	-	-	2,267,287	-	-	2,267,287
47		257032: Reg Liability Pension Deferral	(18,843,370)	-	-	21.00%	0.8953%	-	-	18,843,370	-	-	18,843,370
48		257045: Reg Liability - System Safety and Integrity	(10,963)	-	-	21.00%	0.8953%	-	-	10,963	-	-	10,963
49		265193: Oh Def CR-Reg Lab-Asset Ret Obligat	(56,850,158)	-	-	21.00%	0.8953%	-	-	56,850,158	(56,850,158)	-	-
50		265193: Oh Def CR-AMA Regulatory Liability	-	-	-	21.00%	0.8953%	-	-	-	-	-	-
51		265194: AMA Regulatory Liability Reclass	-	-	-	21.00%	0.8953%	-	-	-	-	-	-
52		ROIT: Regulatory Obligations Income Tax	1,798,392	-	-	21.00%	0.8953%	-	-	(1,798,392)	1,798,392	-	-
53		Subtotal Regulatory Obligations	(29,809,796)	-	-	21.00%	0.8953%	-	-	(29,809,796)	14,265,763	-	(15,544,033)
54													
55	Injuries & Damages	258010: Injuries & Damages-Auto Liability	(1,633,164)	-	-	21.00%	0.8953%	-	-	1,633,164	-	-	1,633,164
56		258020: Injuries & Damages-Gen Liability	(8,363,943)	-	-	21.00%	0.8953%	-	-	8,363,943	-	-	8,363,943
57		258030: Injuries & Damages-Workers' Comp	(1,552,852)	-	-	21.00%	0.8953%	-	-	1,552,852	-	-	1,552,852
58		Subtotal Injuries & Damages	(11,552,959)	-	-	21.00%	0.8953%	-	-	11,552,959	-	-	11,552,959
59													
60	Employee Benefits	222001: Accrued - Severance	(15,480)	-	-	21.00%	0.8953%	-	-	15,480	(15,480)	-	-

CenterPoint Energy
South Texas Division
ADIT as Adjusted
For The Test Year Ended December 2020

Line No.	Category	Account	Book Balance	Reference	Temporary Difference (Manual)	DFIT %	DSIT %	Manual Adjustment to DFIT	Manual Adjustment to DSIT	Temporary Difference	Adjustment*	Ratio to Accrual	Adj. Temp Diff
61		240080: Curr&Accr Liab-Payroll Ben-Other	(1,577,000)	(60,000)	-	21.00%	0.8953%	-	-	1,517,000	-	-	1,517,000
62		240080: Curr&Accr Liab-Annual Incent Comp	(12,287,149)	(12,287,149)	-	21.00%	0.8953%	-	-	-	-	-	-
63		259020: Savings Restoration Plan	(127,027)	-	-	21.00%	0.8953%	-	-	127,027	-	-	127,027
64		259021: Noram Restoration of Accounts Plan	(244,405)	-	-	21.00%	0.8953%	-	-	244,405	-	-	244,405
65		259040: Benefit Restoration Plan-ASC 715	-	-	-	21.00%	0.8953%	-	-	-	3,194,000	-	3,194,000
66		259041: Net retirement plan asset	-	-	-	21.00%	0.8953%	-	-	-	(27,547,000)	-	(27,547,000)
67		259042: Postretirement Welfare Plan-ASC 715	(38,243,000)	(84,056)	-	21.00%	0.8953%	-	-	37,601,944	-	-	31,920,944
68		259043: Postemployment Benefits-ASC 712	(2,607,006)	-	-	21.00%	0.8953%	-	-	2,607,006	-	-	2,607,006
69		265020: On Def CR-Deferred Comp	(755,000)	-	-	21.00%	0.8953%	-	-	755,000	-	-	755,000
70		265025: On Def CR-Long-Term Incentives	(75,515)	-	-	21.00%	0.8953%	-	-	75,515	-	-	75,515
71		265030: On Def CR-Deferred Compensation - Miscellaneous	-	-	-	21.00%	0.8953%	-	-	-	-	-	-
72		265038: LT Deferred Payroll Tax	(2,767,299)	2,767,300	-	21.00%	0.8953%	-	-	5,594,598	-	-	5,594,598
73		268012: AOCI - ASC 715 Benefit Plans	(1,425,964)	(1,425,964)	-	21.00%	0.8953%	-	-	1,425,964	-	-	-
74		268012: Benefit Minimum Liability Tax Adjustment; 268012: Benefit (M)	(390,156)	(390,156)	-	21.00%	0.8953%	-	-	(390,156)	-	-	-
75		SBIC: State-Deferred Compensation	43,338	43,338	-	21.00%	0.8953%	-	-	43,338	-	-	43,338
76		Subtotal Employee Benefits	(60,104,844)	(5,631,112)	-	21.00%	0.8953%	-	-	54,212,331	(36,639,237)	-	18,234,498
77	PP&E	481AADJ: 481(g) Adjustment 263A	-	-	-	21.00%	0.8953%	-	-	-	-	-	-
79		AFUDC: AFUDC - Debt	-	2,367,215	-	21.00%	0.8953%	-	-	2,367,215	-	-	2,367,215
80		AFUDC: AFUDC - Equity	-	(6,337,153)	-	21.00%	0.8953%	-	-	(6,337,153)	6,337,153	-	-
81		ARO: ARO	-	(316,183,422)	-	21.00%	0.8953%	-	-	(316,183,422)	316,183,422	-	-
82		CIAC: CIAC	-	125,467,010	-	21.00%	0.8953%	-	-	125,467,010	-	-	125,467,010
83		CSLTSS: Casualty Loss	-	(7,575,203)	-	21.00%	0.8953%	-	-	(7,575,203)	-	-	(7,575,203)
84		DPRCTN: Depreciation	-	(1,001,392,028)	-	21.00%	0.8953%	-	-	(1,001,392,028)	-	-	(1,001,392,028)
85		MXDSRVST: Mixed Services Cost	-	(36,011,374)	-	21.00%	0.8953%	-	-	(36,011,374)	-	-	(36,011,374)
86		OVHDCAP: Overhead Capitalization	-	(40,517,612)	-	21.00%	0.8953%	-	-	(40,517,612)	-	-	(40,517,612)
87		RPRMTC: Repairs and Maintenance	-	(408,446,361)	-	21.00%	0.8953%	-	-	(408,446,361)	-	-	(408,446,361)
88		SFDV/SFT: Self-Developed Software	-	(16,242,472)	-	21.00%	0.8953%	-	-	(16,242,472)	-	-	(16,242,472)
89		Subtotal PP&E	-	(1,704,871,397)	-	21.00%	0.8953%	-	-	(1,704,871,397)	322,820,575	-	(1,382,350,822)
91	Other Temporary Differences	164035: OUI Revy of Energy EIR Cost Rate	-	-	-	21.00%	0.8953%	-	-	-	-	-	-
92		262010: Asset Retirement Obligation- ASC 410	(324,806,277)	-	-	21.00%	0.8953%	-	-	324,806,277	-	-	-
93		263010: Accrual - Severance (Long-Term)	-	-	-	21.00%	0.8953%	-	-	-	-	-	-
94		269007: On Def CR-Financial Other	-	-	-	21.00%	0.8953%	-	-	-	-	-	-
95		Subtotal Other Temporary Differences	(324,806,277)	-	-	21.00%	0.8953%	-	-	324,806,277	-	-	-
96	Carryover	GBCC: GBCC Carryover	-	81,214	(81,214)	21.00%	0.8953%	-	-	-	-	-	-
98		Subtotal Carryover	-	81,214	(81,214)	21.00%	0.8953%	-	-	-	-	-	-
100	Misc. Other	FASTER: FAS 168 Re-Measurement Rate Diff Adjustment	-	-	-	21.00%	0.8953%	-	-	-	-	-	-
101		OMSA: Other Misc. Fed. Adj.	-	-	-	21.00%	0.8953%	-	-	-	-	-	-
102		OMSA: Other Misc. State Adj.	-	-	-	21.00%	0.8953%	-	-	-	-	-	-
103		Subtotal Misc. Other	-	-	-	21.00%	0.8953%	-	-	-	-	-	-
104		104	-	-	-	21.00%	0.8953%	-	-	-	-	-	-
105	ADIT on EDIT Regulatory Assets/Liabilities	FAOER: Federal ADIT on EDIT Regulatory Asset	-	-	-	21.00%	0.8953%	(6,786,300)	-	-	-	-	-
106		FAOERL: Federal ADIT on EDIT Regulatory Liability	-	-	-	21.00%	0.8953%	47,703,736	-	-	-	-	-
107		SAGER: State ADIT on EDIT Regulatory Asset	-	-	-	21.00%	0.8953%	-	(479,589)	-	-	-	-
108		SAGERL: State ADIT on EDIT Regulatory Liability	-	-	-	21.00%	0.8953%	-	3,809,736	-	-	-	-
109		Subtotal ADIT on EDIT Regulatory Assets/Liabilities	-	-	-	21.00%	0.8953%	40,917,437	3,330,147	-	-	-	-
110		Total	(380,214,108)	(4,680,984)	(1,704,952,811)	21.00%	0.8953%	40,917,437	3,330,147	(1,329,419,487)	300,777,101	-	(1,353,450,863)
111													
112													

Line No.	Category	Account	Adj. DFTT	Adj Other DSIT	Adj. TMT	Adj. Total DSIT	Adj. Excess Benefit on DSIT	Adj. FTI Benefit/DSIT	Adj. Total Deferred Taxes
1	Bart Debts								
2		123010: Accum Prov/Unbill Acids-Commodity	1,663,796	70,931	-	70,981	(14,896)	(14,896)	1,719,833
3		123011: Accum Prov/Unbill Acids Unbilled-Commodity	154,056	6,568	-	6,568	(1,379)	(1,379)	159,244
4		123015: Accum Prov/Unbill Acids-PGA	288,920	12,317	-	12,317	(2,587)	(2,587)	288,650
5		123040: Accum Prov/Unbill Acids-Services	-	-	-	-	-	-	-
6		123050: Accum Prov for Unbill Acids-Other	97,188	4,143	-	4,143	(870)	(870)	100,462
7		Subtotal Bart Debts	2,203,962	93,959	-	93,959	(19,731)	(19,731)	2,276,190
8	Over/Under Recovery of Gas Costs								
9		221143: O/U Rcvy of Purch Gas Costs-Base	(6,468,589)	(275,769)	(199,270)	(475,039)	99,758	99,758	(6,843,649)
10		221144: O/U Recovery-Gas Purch Cost Unbilled	10,214,037	435,445	314,653	750,099	(157,521)	(157,521)	10,806,615
11		221146: Est Rev-O/U Rcvy-Fuel Recovery	(3,251,748)	(138,659)	(100,173)	(238,802)	50,148	50,148	(3,440,402)
12		Subtotal Over/Under Recovery of Gas Costs	493,721	21,048	15,210	36,258	(7,614)	(7,614)	522,385
13	O/U Recovery of Franchise Fees & St. Gas. Rept.								
14		17901: Reg Asset - O/U State GR Tax	-	-	-	-	-	-	-
15		17902: Reg Asset - O/U Franchise Fees	-	-	-	-	-	-	-
16		17903: Reg Asset - O/U Franchise Fees	-	-	-	-	-	-	-
17		221149: Over/Under Recovery of City Franchise Fees	149,460	6,372	-	6,372	(1,338)	(1,338)	154,464
18		221151: Over/Under Recovery of State Gross Receipt Taxes	-	-	-	-	-	-	-
19		221154: Nat O/U State GR Tax	-	-	-	-	-	-	-
20		221155: Nat O/U City Franchise Reclass	-	-	-	-	-	-	-
21		Subtotal O/U Recovery of Franchise Fees & St. Gas. Rept. Tax	149,460	6,372	-	6,372	(1,338)	(1,338)	154,464
22	Inventory								
23		INV/263A: Inventory (263A) (137010, 137015)	224,472	9,570	6,915	16,465	(3,462)	(3,462)	237,495
24		MISC/263A: Mixed Service Cost (263A)	-	-	-	-	-	-	-
25		Subtotal Inventory	224,472	9,570	6,915	16,465	(3,462)	(3,462)	237,495
26	Regulatory Obligations								
27		179015: Regulatory Assets - Gas Cost Write-offs	-	-	-	-	-	-	-
28		179022: Regulatory Assets - EECRF O/U	-	-	-	-	-	-	-
29		179024: Relief Prog Incremental Costs	(1,147,288)	(48,912)	-	(48,912)	10,271	10,271	(1,185,938)
30		179030: Regulatory Assets-Other	-	-	-	-	-	-	-
31		179034: Regulatory Assets-Rate Case Expense	(326,610)	(13,924)	-	(13,924)	2,924	2,924	(337,610)
32		179042: Regulatory Assets - Pension Deferral	(3,008,093)	(128,241)	(92,667)	(2,209,009)	46,391	46,391	(3,182,611)
33		179043: Reg Asset-08.209	(114,717)	(4,891)	(3,524)	(8,425)	1,769	1,769	(121,372)
34		179044: Regulatory Asset - Depreciation Expense	(2,366,928)	(101,035)	(73,008)	(174,043)	36,549	36,549	(2,507,422)
35		179045: Reg Asset - System Safety and Integrity	-	-	-	-	-	-	-
36		179059: Regulatory Assets - Severance	-	-	-	-	-	-	-
37		179062: Def - TX Rate Case Exp	(1,867,560)	(79,616)	-	(79,616)	16,720	16,720	(1,930,456)
38		179064: Reg Asset Ben Plans-AOC Offset	-	-	-	-	-	-	-
39		179066: Reg Asset - Unrecovered Post Retirement	-	-	-	-	-	-	-
40		179067: Regulatory Assets-Asset Retire Oblig	-	-	-	-	-	-	-
41		179087: Reg Asset - 8.209 Equity	-	-	-	-	-	-	-
42		179100: Reg Asset - AMA	-	-	-	-	-	-	-
43		179106: Corp's Equity 8.209 Reg Asset-Unrecognized	1,140,718	48,631	35,141	83,772	(17,592)	(17,592)	1,206,698
44		221138: Regulatory Liability Pension	-	-	-	-	-	-	-
45		257010: Property Insurance Reserve	-	-	-	-	-	-	-
46		257022: Regulatory Liability - EECRF	-	-	-	-	-	-	-
47		257029: Reg Liability - Other	476,130	20,298	14,668	34,966	(7,343)	(7,343)	503,753
48		257032: Reg Liability Pension Deferral	3,957,108	168,700	71	169	(35,427)	(35,427)	4,090,380
49		257045: Reg Liability - System Safety and Integrity	2,302	98	-	98	(36)	(36)	2,438
50		285192: Oh Def CR-Reg Liab-Asset Ret Oblig	-	-	-	-	-	-	-
51		285193: Oh Def CR-AMA Regulatory Liability	-	-	-	-	-	-	-
52		285194: AMA Regulatory Liability Reclass	-	-	-	-	-	-	-
53		ROIT: Regulatory Obligations Income Tax	-	-	-	-	-	-	-
54		Subtotal Regulatory Obligations	(3,257,947)	(138,893)	(119,330)	(258,222)	54,227	54,227	(3,441,343)
55	Injuries & Damages								
56		258010: Injuries & Damages-Auto Liability	342,964	14,621	-	14,621	(3,070)	(3,070)	354,515
57		258020: Injuries & Damages-Gen Liability	1,760,628	75,059	-	75,059	(15,762)	(15,762)	1,819,925
58		258030: Injuries & Damages-Workers' Comp	322,529	13,750	-	13,750	(2,888)	(2,888)	333,391
59		Subtotal Injuries & Damages	2,426,121	103,431	-	103,431	(21,720)	(21,720)	2,507,831
60	Employee Benefits								
		232001: Accrued - Severance	-	-	-	-	-	-	-

Line No.	Category	Account	Adj. DFT	Adj Other DSIT	Adj. TMT	Adj. Total DSIT	Adj. Federal Benefit on DSIT	Adj. FTI Benefit/DSIT	Adj. Total Deferred Taxes
61			318,570	13,581	-	13,581	(2,852)	(2,852)	329,289
62		240060: Curr&Accr Lab-Payroll Ben-Other	-	-	-	-	-	-	-
63		240080: Curr&Accr Lab-Annual Incent Comp	26,676	1,137	-	27,813	(239)	(239)	27,574
64		259020: Savings Restoration Plan	51,325	2,188	-	53,513	(459)	(459)	53,054
65		259021: Noram Restoration of Accounts Plan	670,740	28,595	-	699,335	(6,005)	(6,005)	693,330
66		259040: Benefit Restoration Plan-ASC 715	(5,784,870)	(246,621)	-	(6,031,491)	51,790	51,790	(5,979,701)
67		259041: Nat retirement plan asset	6,703,398	285,780	-	6,989,178	(60,014)	(60,014)	6,929,164
68		259042: Postretirement Welfare Plan-ASC 715	547,471	23,340	-	570,811	(4,901)	(4,901)	565,910
69		259043: Postemployment Benefits-ASC 712	117,810	5,022	-	122,832	(1,055)	(1,055)	121,778
70		265020: On Def CR-Deferred Comp	15,858	676	-	16,534	(142)	(142)	16,392
71		265025: On Def CR-Long-Term Incentives	-	-	-	-	-	-	-
72		265030: On Def CR-Long-Term Incentives	1,162,266	49,550	-	1,211,816	(10,405)	(10,405)	1,201,410
73		269006: LT Deferred Payroll Tax	-	-	-	-	-	-	-
74		269012: AOCI-ASC 719 Benefit Plans	-	-	-	-	-	-	-
75		269013: Benefit Minimum Liability Tax-Adjustment: 269012: Benefit Pla	-	-	-	-	-	-	-
76		269014: State-Based Income Compensation	-	-	-	-	-	-	-
77		Subtotal Employee Benefits	3,829,244	163,249	-	4,002,493	(34,282)	(34,282)	3,968,210
78	PP&E	481RAD: 481(a) Adjustment 263A	-	-	-	-	-	-	-
79		AFUDC: AFUDC - Debt	487,115	21,193	15,314	523,622	(7,667)	(7,667)	525,956
80		AFUDC: AFUDC - Equity	-	-	-	-	-	-	-
81		ARC: ARC	-	-	-	-	-	-	-
82		CIAC: CIAC	26,346,072	1,123,272	811,678	28,281,022	(406,340)	(406,340)	27,874,683
83		CSLTSS: Casualty Loss	(1,560,793)	(67,819)	(49,008)	(1,677,620)	24,533	24,533	(1,653,087)
84		DPRTN: Depreciation	(210,292,325)	(8,965,194)	(6,478,259)	(225,735,778)	3,243,125	3,243,125	(222,492,652)
85		MXDSRVCS: Mixed Services Cost	(7,562,389)	(322,400)	(232,867)	(8,117,656)	116,627	116,627	(8,001,029)
86		OVHDCAP: Overhead Capitalization	(85,738,386)	(3,656,711)	(2,842,343)	(92,237,440)	1,322,801	1,322,801	(90,914,639)
87		RPRMTC: Repairs and Maintenance	(85,738,386)	(3,656,711)	(2,842,343)	(92,237,440)	1,322,801	1,322,801	(90,914,639)
88		SLFDVST: Self Developed Software	(3,410,919)	(145,414)	(105,077)	(3,661,410)	52,603	52,603	(3,608,807)
89		Subtotal PP&E	(290,253,673)	(12,375,815)	(8,942,777)	(311,572,265)	4,476,904	4,476,904	(307,095,360)
90	Other Temporary Differences	184035: OIU Rcvy of Energy Eff Cost Rate	-	-	-	-	-	-	-
91		262010: Asset Retirement Obligation-ASC 410	-	-	-	-	-	-	-
92		263010: Accrual - Severance (Long-Term)	-	-	-	-	-	-	-
93		269007: On Def CR-Financial Other	-	-	-	-	-	-	-
94		Subtotal Other Temporary Differences	-	-	-	-	-	-	-
95			-	-	-	-	-	-	-
96	Carryover	GBCC: GBC Carryover	-	-	-	-	-	-	-
97		Subtotal Carryover	-	-	-	-	-	-	-
98	Misc. Other	FAS158: FAS 158 Re-Measurement Rate Diff/Adjustment	-	-	-	-	-	-	-
99		OMFA: Other Misc. Fed Adj.	-	-	-	-	-	-	-
100		OMSA: Other Misc. State Adj.	-	-	-	-	-	-	-
101		Subtotal Misc. Other	-	-	-	-	-	-	-
102			-	-	-	-	-	-	-
103			-	-	-	-	-	-	-
104	ADT on EDIT Regulatory Assets/Liabilities	FACERL: Federal ADT on EDIT Regulatory Asset	(6,786,300)	-	-	(6,786,300)	-	-	(6,786,300)
105		SACERL: State ADT on EDIT Regulatory Liability	47,709,736	(479,589)	-	47,230,147	100,714	100,714	47,703,796
106		SACERL: State ADT on EDIT Regulatory Asset	-	3,809,736	-	3,809,736	(800,045)	(800,045)	3,809,691
107		SACERL: State ADT on EDIT Regulatory Liability	-	3,330,147	-	3,330,147	(686,331)	(686,331)	3,809,798
108		Subtotal ADT on EDIT Regulatory Assets/Liabilities	(2,076,564)	(178,342)	(4,039,881)	(6,294,787)	3,743,652	3,743,652	(2,551,135)
109			-	-	-	-	-	-	-
110			-	-	-	-	-	-	-
111			-	-	-	-	-	-	-
112			-	-	-	-	-	-	-
		Total	(243,307,203)	(8,786,933)	(9,039,881)	(361,133,817)	3,743,652	3,743,652	(357,390,165)

CenterPoint Energy
South Texas Division
ADIT - State Tax
For The Test Year Ended December 2020

Line No.	Line	1900: Acc Deferred Inc Tax	2820: Def Inc Tax-Oth Prop	2830: Def Inc Taxes-Oth
1	Cumulative Balance - DSIT Unadjusted	(2) 4,390,694	(2) (21,318,592)	(2) (899,017)
2	Revised Balance - DSIT Adjusted	580,958	(21,318,592)	(419,428)
3	Adjustments	(2) (3,809,736)	-	(2) 479,589
4	Texas Deferred State Tax - TMT	(2) 21,654	(2) (8,942,777)	(2) (118,859)
5	Rate for Louisiana Jurisdiction	61.05%	61.05%	61.05%
6	Rate for Mississippi Jurisdiction	38.95%	38.95%	38.95%
7	Louisiana Deferred State Tax (Line 1 - Line 4) * Line 5	2,667,203	(7,555,163)	(476,269)
8	Mississippi Deferred State Tax (Line 1 - Line 4) * Line 6	1,701,836	(4,820,649)	(303,889)
9	Federal Tax Rate	21.00%	21.00%	21.00%
10	Jurisdiction Allocation Rate	8.40%	8.40%	8.40%
11	Federal Tax Amount of Adjusted DSIT (Line 2 * Line 9)	122,001	(4,476,904)	(88,080)
12	Allocation of State Deferred Income Tax-Jurisdiction (Line 4 * Line 10)	1,819	(751,193)	(9,984)
13	Allocation of Federal Deferred State Income Tax (Line 11 * Line 10)	10,248	(376,060)	(7,399)
14				
15	Total Allocation of State Deferred Income Tax for Jurisdiction	-	-	(1) (759,358)
16	Total Allocation of Federal Deferred Income Tax for Jurisdiction	-	-	(1) 373,211
17				
18				
19	(1) To: 2.g - ADIT Summary			
20	(2) From: 2.g - ADIT as Adjusted			

CenterPoint Energy
 South Texas Division
 Deferred Benefit Asset/(Liability)
 For The Test Year Ended December 2020

Line No.	FERC	Account	Amount ⁽¹⁾
1	Oth Regulatory Liab	257032: Reg Liability Pension Deferral	(3,912,872)
2	Total Regulatory Asset (Liability)		<u>⁽²⁾ \$ (3,912,872)</u>
3			
4			
5	⁽¹⁾ Source: SW Trial Balance by GL		
6	⁽²⁾ To: 2 - Rate Base		

CenterPoint Energy
 South Texas Division
 Employee Expense Related Reserves
 For The Test Year Ended December 2020

Line No.	FERC	Account	Entex Amount ⁽¹⁾	Adjustments	Entex Adjusted Amount	Gross Labor Allocation ⁽³⁾	Jurisdiction Allocated	Jurisdiction Direct	Jurisdictional Total
1	2283	240060: Curr&Accr Liab-Payroll Ben-Other	(1,577,000)	-	(1,577,000)	11.95%	(188,452)	-	(188,452)
2	2283	259020: Savings Restoration Plan	(127,027)	-	(127,027)	11.95%	(15,180)	-	(15,180)
3	2283	259021: Noram Restoration of Accounts Plan	(244,405)	-	(244,405)	11.95%	(29,206)	-	(29,206)
4	2283	259042: PostRetirement Welfare Plan-ASC 715	(38,243,000)	5,681,000 ^(a)	(32,562,000)		-	(2,697,400)	(2,697,400)
5	2283	259043: Postemployment Benefits-ASC 712	(2,607,006)	-	(2,607,006)	11.95%	(311,537)	-	(311,537)
6	2530	265020: Oth Def CR-Deferred Comp	(755,000)	194,000 ^(a)	(561,000)	11.95%	(67,040)	-	(67,040)
7	2530	265025: Oth Def CR-Deferred Compensation - Miscellaneous	(75,515)	-	(75,515)	11.95%	(9,024)	-	(9,024)
8		Total	<u>(43,628,952)</u>	<u>5,875,000</u>	<u>(37,753,952)</u>		<u>(620,439)</u>	<u>(2,697,400)</u>	<u>(3,317,839)</u>
9			\$	\$	\$		\$	\$	\$

10 ⁽¹⁾Source: SW 21 Employee Expense Reserve

11 ⁽²⁾From: 2.1 - Postretirement - Employee Expense Related Reserves

12 ⁽³⁾From: Allocation Factor CY

13 ⁽⁴⁾From: SW 21 EE Deferred Comp

14 ⁽⁵⁾To: 2 - Rate Base

15 ⁽⁶⁾From: SW 21 Postretirement-Emp EE

CenterPoint Energy
 South Texas Division
 Post Retirement
 For The Test Year Ended December 2020

Line No.	Description	Amount
1	FAS 106 Postretirement (Unrecovered)-Entex Jurisdictional	⁽¹⁾ (1,193,759)
2		
3	Postretirement 12/31/2020 - Entex	⁽²⁾ (32,562,000)
4	Current Year Jurisdiction Allocation Factors ⁽³⁾	11.95%
5	Net Benefit Liability - Jurisdiction Total (Ln 3 x Ln 4)	(3,891,159)
6	Adjustment - Unrecovered Postretirement Liability - Ln 1	1,193,759
7	Adjusted GL Account 259042 FAS 106 (Ln 5 + Ln 6)	<u>⁽⁴⁾ \$ (2,697,400)</u>
8		
9		
10	⁽¹⁾ Source: SW 2i Unrec Postretirement Amz	
11	⁽²⁾ Source: SW 2i PostRetirement-Emp EE	
12	⁽³⁾ From: Allocation Factors CY	
13	⁽⁴⁾ To: 2.i - Employee Expense Related Reserves - Summary	

CenterPoint Energy
 South Texas Division
 Bad Debt Reserve Summary
 For The Test Year Ended December 2020

Line No.	FERC	Account	Balance as of December 31, 2020
1	1441	123010: Accum Prov-Uncoll Accts-Commodity	⁽¹⁾ \$ (601,969)
2	1444	123050: Accum Prov for Uncoll Accts-Other	⁽²⁾ \$ (28,269)
3	Total Bad Debt Reserve		<u>⁽³⁾ \$ (630,238)</u>
4			
5			
6	⁽¹⁾ From: 2.j - Bad Debt Reserve-123010		
7	⁽²⁾ From: 2.j - Bad Debt Reserve-123050		
8	⁽³⁾ To: 2 - Rate Base		

CenterPoint Energy
South Texas Division
Bad Debt 123010
For The Test Year Ended December 2020

Line No.	Period	Accruals	Writeoffs	Less: COVID Bad Debt	Ending Balance ⁽¹⁾
1	Dec - 2019	(35,809)	25,500	-	⁽²⁾ (178,210)
2	Jan - 2020	(35,322)	15,632	-	(197,901)
3	Feb - 2020	(35,119)	20,845	-	(212,174)
4	Mar - 2020	(151,568)	504	-	(363,239)
5	Apr - 2020	(299,677)	(11,666)	311,764	(362,818)
6	May - 2020	(158,221)	(8,946)	132,782	(397,204)
7	Jun - 2020	(472,452)	(5,640)	157,315	(717,981)
8	Jul - 2020	(145,373)	(5,343)	120,588	(748,109)
9	Aug - 2020	(154,204)	(4,667)	127,574	(779,405)
10	Sep - 2020	2,174	18,412	54,967	(703,852)
11	Oct - 2020	(28,422)	12,355	-	(719,919)
12	Nov - 2020	(30,326)	142,852	-	(607,393)
13	Dec - 2020	(15,710)	21,134	-	(601,969)
14					
15					
16	⁽¹⁾ Source: SW 2j Bad Debt 123010				
17	⁽²⁾ To: 2.j - Bad Debt Reserve - Summary				

CenterPoint Energy
 South Texas Division
 Bad Debt 123050
 For The Test Year Ended December 2020

Line No.	FERC	Account	Jurisdictional Balance ⁽²⁾
1	1444	123050: Accum Prov for Uncoll Accts-Other	⁽¹⁾ \$ (28,269)
2			
3			
4		⁽¹⁾ To: 2.j - Bad Debt Reserve - Summary	
5		⁽²⁾ Source: SW Trial Balance by GL	

CenterPoint Energy
 South Texas Division
 Injuries and Damages Reserve Summary
 For The Test Year Ended December 2020

Line No.	FERC	Account	Reserves
1	2282	258010: Injuries & Damages-Auto Liability	(2) (219,497)
2	2282	258020: Injuries & Damages-Gen Liability	(2) (3,852,619)
3	2282	258030: Injuries & Damages-Workers' Comp	(1) (113,192)
4	Total Injuries and Damages Reserve		(3) \$ (4,185,309)
5			
6	(1) From: 2.k - 258030 - Injuries and Damages Reserve		
7	(2) Source: SW Trial Balance by GL		
8	(3) To: 2 - Rate Base		

CenterPoint Energy
 South Texas Division
 258030 - Injuries and Damages Reserve
 For The Test Year Ended December 2020

Line No.	FERC	Account	Workers Compensation	Jurisdiction Allocation Factor	Jurisdictional Balance
1	2282	258030: Injuries & Damages-Workers' Comp	(3) (1,535,852)	(2) 7.37%	(1) (113,192)
2					
3					
4		(1) To: 2.k - Injuries and Damages Reserve - Summary			
5		(2) From: Allocation Factors - CY			
6		(3) Source: SW 2k Injuries and Damages			

CenterPoint Energy
 South Texas Division
 Retirement Plan Asset
 For The Test Year Ended December 2020

Line No.	Account	Per Actuarial Report - Entex ⁽¹⁾	Jurisdiction Allocation Factor ⁽²⁾	Jurisdiction Amount ⁽⁴⁾	ADIT %	ADIT @ 21%
1	259041: Net retirement plan asset	\$ 27,547,000	11.95%	⁽⁴⁾ \$ 3,291,867	-21.00%	⁽³⁾ \$ (691,292)
2						
3						
4	⁽¹⁾ Source: SW 2I Retirement Plan Asset					
5	⁽²⁾ From: Allocation Factors CY					
6	⁽³⁾ To: 2.g - ADIT Summary					
7	⁽⁴⁾ To: 2 - Rate Base					

CenterPoint Energy
 South Texas Division
 Regulatory Asset related to Texas Administrative Code §8.209
 For The Test Year Ended December 2020

Line No.	FERC	Account	Balance ⁽¹⁾
1	1823: Oth Regulatory Asset	179043: Reg Asset- 08.209	⁽²⁾ \$ 1,665,882
2			
3			
4	⁽¹⁾ Source: SW Trial Balance by GL		
5	⁽²⁾ To: 2 - Rate Base		

CenterPoint Energy
 South Texas Division
 EDIT Regulatory Asset and Liability
 For The Test Year Ended December 2020

Line No.	Description	Jurisdictional Balance
1	Balance	⁽²⁾ \$ (21,224,326)
2	Adjustments ^(A)	(239,763)
3	Adjusted Balance	<u>⁽¹⁾ \$ (21,464,089)</u>
4	Fed %	21.00%
5	Fed Amount	⁽³⁾ 4,507,459
6	State Margin %	0.75%
7	State %	0.59%
8	State Amount	⁽³⁾ 127,175
9	Total	<u><u>\$ 4,634,633</u></u>

10

11 ⁽¹⁾ To: 2 - Rate Base

12 ⁽²⁾ Source: SW Trial Balance by GL

13 ⁽³⁾ To: 2g ADIT Summary

14 ^(A) Note: Adjustments reflect the ADIT line items that are not included as part of rate base from Docket GUD No.

CenterPoint Energy
 South Texas Division
 Deferred Asset Safety Integrity
 For The Test Year Ended December 2020

Line No.	FERC	Account	Jurisdictional Balance ⁽¹⁾
1	1823: Oth Regulatory Asset	179045: Reg Asset - System Safety and Integrity	⁽²⁾ \$ 36,853
2			
3	⁽¹⁾ Source: SW Trial Balance by GL		
4	⁽²⁾ To: 2- Rate Base		

CenterPoint Energy
 South Texas Division
 Allocation Bases Net Plant Direct
 For The Test Year Ended December 2020

Line No.	Allocator	Company	Reg Filing	Jurisdiction	Jurisdictional Total	Total	Plant Allocation Percentage
1	Net Plant - Direct Allocator	CenterPoint Energy	Entex Corp	Entex Corp	1,464,398	2,039,436,892	0.00%
2		Entex Corp	Entex Corp	Tx Meters-Regulators & Gas Support	456,327	2,039,436,892	0.00%
3		Entex Corp	Entex Corp	Subtotal Entex Corp (to allocate)	1,920,724		0.00%
4							
5		Entex Rural	Entex Rural	Beaumont Rptg Area	88,037,260	2,039,436,892	4.32%
6				East Texas Rptg Area	211,785,598	2,039,436,892	10.38%
7				Entex Louisiana Rptg Area	98,189,757	2,039,436,892	4.81%
8				Entex Mississippi Rptg Div	212,683,933	2,039,436,892	10.43%
9				Houston Rptg Area	901,686,338	2,039,436,892	44.21%
10				Houston, Conroe & Tx Coast Rptg Area	253,335	2,039,436,892	0.01%
11				Texas Coast Rptg Area	290,777,714	2,039,436,892	14.26%
12				Subtotal Entex Rural	1,803,393,936		88.42%
13							
14		Entex South Texas	Entex South Texas	South Texas Rptg Area	236,042,956	2,039,436,892	11.57%
15				Subtotal Entex South Texas	236,042,956	2,039,436,892	11.57%
16							

Net Plant Allocation Bases Direct

CenterPoint Energy
 South Texas Division
 Allocation Bases Net Plant Direct
 For The Test Year Ended December 2020

Line No.	Allocator	Company	Reg Filing	Jurisdiction	Jurisdictional Total	Total	Plant Allocation Percentage
1	Net Plant - Direct Allocator	CenterPoint Energy Entex	Entex Corp (to allocate)	Tx Meters-Regulators & Gas Support	470,855	1,830,567,998	0.00%
2			Entex Corp	Entex Corp	2,142,087	1,830,567,998	0.00%
3				Subtotal Entex Corp (to allocate)	<u>2,612,942</u>		<u>0.00%</u>
4							
5			Entex Rural	Beaumont Rptg Area	75,318,309	1,830,567,998	4.11%
6				East Texas Rptg Area	191,418,254	1,830,567,998	10.46%
7				Houston Rptg Area	797,901,562	1,830,567,998	43.59%
8				Houston, Conroe & Tx Coast Rptg Area	2,751,472	1,830,567,998	0.15%
9				Texas Coast Rptg Area	269,203,102	1,830,567,998	14.71%
10				Entex Louisiana Rptg Area	88,098,004	1,830,567,998	4.81%
11				Entex Mississippi Rptg Div	191,741,017	1,830,567,998	10.47%
12				Subtotal Entex Rural	<u>1,616,431,719</u>		<u>88.30%</u>
13							
14			Entex South Texas	South Texas Rptg Area	214,136,279	1,830,567,998	11.70%
15				Subtotal Entex South Texas	<u>214,136,279</u>	1,830,567,998	<u>11.70%</u>
16							

CenterPoint Energy
 South Texas Division
 Allocation Factors-Current
 For The Test Year Ended December 2020

Line No.	Allocator	Company	Reg Filing	Jurisdiction	Numerator- Jurisdictional Total	Total	Denominator by Company/Reg Filing	Percentage
1	Capital % for Total Payroll	CenterPoint Energy Entex	Entex Rural	Beaumont Rptg Area	6,585,462	181,763,541	159,802,965	3.62%
2				Conroe Rptg Area	2,197,916	181,763,541	159,802,965	1.21%
3				East Texas Rptg Area	12,600,057	181,763,541	159,802,965	6.93%
4				Entex Louisiana Rptg Area	15,236,019	181,763,541	159,802,965	8.38%
5				Entex Mississippi Rptg Div	17,460,595	181,763,541	159,802,965	9.61%
6				Houston Rptg Area	77,631,281	181,763,541	159,802,965	42.71%
7				Northeast Texas Rptg Area	1,624,322	181,763,541	159,802,965	0.89%
8				Texas Coast Rptg Area	25,167,587	181,763,541	159,802,965	13.85%
9				Tyler Rptg Area	1,299,725	181,763,541	159,802,965	0.72%
10				Subtotal Entex Rural	159,802,965			87.92%
11			Entex South Texas	South Texas Rptg Area	21,960,576	181,763,541	21,960,576	12.08%
12				Subtotal Entex South Texas	21,960,576			12.08%
13				Subtotal CenterPoint Energy Entex	181,763,541			100.00%
14	Entex Classic Customer (CY as of June)	CenterPoint Energy Entex	Entex Rural	Beaumont Rptg Area	54,005	1,981,152	1,835,173	2.73%
15				Conroe Rptg Area	39,601	1,981,152	1,835,173	2.00%
16				East Texas Rptg Area	76,006	1,981,152	1,835,173	3.84%
17				Entex Louisiana Rptg Area	115,826	1,981,152	1,835,173	5.85%
18				Entex Mississippi Rptg Div	128,211	1,981,152	1,835,173	6.47%
19				Houston Rptg Area	1,036,564	1,981,152	1,835,173	52.32%
20				Northeast Texas Rptg Area	21,858	1,981,152	1,835,173	1.10%
21				Oklahoma Rptg Area	-	1,981,152	1,835,173	
22				State of Arkansas	-	1,981,152	1,835,173	
23				Texas Coast Rptg Area	325,244	1,981,152	1,835,173	16.42%
24				Tyler Rptg Area	37,858	1,981,152	1,835,173	1.91%
25				Subtotal Entex Rural	1,835,173			92.64%
26								
27			Entex South Texas	South Texas Rptg Area	145,979	1,981,152	145,979	7.37%
28				Subtotal Entex South Texas	145,979			7.37%
29				Subtotal CenterPoint Energy Entex	1,981,152			100.01%
30								
31	Entex Classic Customer (PY as of June)	CenterPoint Energy Entex	Entex Rural	Beaumont Rptg Area	54,088	1,950,721	1,806,927	2.77%
32				Conroe Rptg Area	38,054	1,950,721	1,806,927	1.95%
33				East Texas Rptg Area	76,287	1,950,721	1,806,927	3.91%
34				Entex Louisiana Rptg Area	115,190	1,950,721	1,806,927	5.90%
35				Entex Mississippi Rptg Div	125,393	1,950,721	1,806,927	6.43%
36				Houston Rptg Area	1,023,259	1,950,721	1,806,927	52.46%
37				Northeast Texas Rptg Area	22,036	1,950,721	1,806,927	1.13%
38				Oklahoma Rptg Area	-	1,950,721	1,806,927	
39				State of Arkansas	-	1,950,721	1,806,927	
40				Texas Coast Rptg Area	315,172	1,950,721	1,806,927	16.16%
41				Tyler Rptg Area	37,447	1,950,721	1,806,927	1.92%
42				Subtotal Entex Rural	1,806,927			92.63%

CenterPoint Energy
 South Texas Division
 Allocation Factors-Current
 For The Test Year Ended December 2020

Line No.	Allocator	Company	Reg Filing	Jurisdiction	Numerator- Jurisdictional Total	Total	Denominator by Company/Reg Filing	Percentage
43					143,794	1,950,721	143,794	7.37%
44			Entex South Texas	South Texas Rptg Area	143,794		143,794	7.37%
45				Subtotal Entex South Texas	143,794			
46				Subtotal CenterPoint Energy Entex	1,950,721			100.00%
47								
48	Entex Tx Gas Support Customer (CY as of Jun)	CenterPoint Energy Entex	Entex Rural	Beaumont Rptg Area	54,005	1,737,115	1,591,137	3.11%
49				Conroe Rptg Area	39,601	1,737,115	1,591,137	2.28%
50				East Texas Rptg Area	76,006	1,737,115	1,591,137	4.38%
51				Houston Rptg Area	1,036,564	1,737,115	1,591,137	59.67%
52				Northeast Texas Rptg Area	21,858	1,737,115	1,591,137	1.26%
53				Texas Coast Rptg Area	325,244	1,737,115	1,591,137	18.72%
54				Tyler Rptg Area	37,858	1,737,115	1,591,137	2.18%
55				Subtotal Entex Rural	1,591,137			91.60%
56								
57			Entex South Texas	South Texas Rptg Area	145,979	1,737,115	145,979	8.40%
58				Subtotal Entex South Texas	145,979		145,979	8.40%
59				Subtotal CenterPoint Energy Entex	1,737,115			100.00%
60								
61	Entex Tx Gas Support Customer (PY as of Jun)	CenterPoint Energy Entex	Entex Rural	Beaumont Rptg Area	54,088	1,710,137	1,566,343	3.16%
62				Conroe Rptg Area	38,054	1,710,137	1,566,343	2.23%
63				East Texas Rptg Area	76,287	1,710,137	1,566,343	4.46%
64				Houston Rptg Area	1,023,259	1,710,137	1,566,343	59.83%
65				Northeast Texas Rptg Area	22,036	1,710,137	1,566,343	1.29%
66				Texas Coast Rptg Area	315,172	1,710,137	1,566,343	18.43%
67				Tyler Rptg Area	37,447	1,710,137	1,566,343	2.19%
68				Subtotal Entex Rural	1,566,343			91.59%
69								
70			Entex South Texas	South Texas Rptg Area	143,794	1,710,137	143,794	8.41%
71				Subtotal Entex South Texas	143,794		143,794	8.41%
72				Subtotal CenterPoint Energy Entex	1,710,137			100.00%
73								
74	Gas Storage	CenterPoint Energy Entex	Entex Rural	Beaumont Rptg Area	279,910	26,377,922	24,674,381	1.06%
75				East Texas Rptg Area	716,989	26,377,922	24,674,381	2.72%
76				Entex Louisiana Rptg Area	5,384	26,377,922	24,674,381	0.02%
77				Entex Mississippi Rptg Div	215,276	26,377,922	24,674,381	0.82%
78				Houston Rptg Area	13,426,353	26,377,922	24,674,381	50.90%
79				Northeast Texas Rptg Area	1,532,913	26,377,922	24,674,381	5.81%
80				Texas Coast Rptg Area	8,497,555	26,377,922	24,674,381	32.21%
81				Subtotal Entex Rural	24,674,381			93.54%
82								
83			Entex South Texas	South Texas Rptg Area	1,703,542	26,377,922	1,703,542	6.46%
84				Subtotal Entex South Texas	1,703,542		1,703,542	6.46%

CenterPoint Energy
 South Texas Division
 Allocation Factors-Current
 For The Test Year Ended December 2020

Line No.	Allocator	Company	Reg Filing	Jurisdiction	Numerator- Jurisdictional Total	Total	Denominator by Company/Reg Filing	Percentage
85				Subtotal CenterPoint Energy Entex	26,377,922			100.00%
86								
87	Gross Labor Allocator	CenterPoint Energy Entex	Entex Rural	Beaumont Rptg Area	4,153,591	115,072,677	101,322,633	3.61%
88				Conroe Rptg Area	1,935,171	115,072,677	101,322,633	1.68%
89				East Texas Rptg Area	10,927,594	115,072,677	101,322,633	9.50%
90				Entex Louisiana Rptg Area	9,131,221	115,072,677	101,322,633	7.94%
91				Entex Mississippi Rptg Div	11,029,341	115,072,677	101,322,633	9.58%
92				Houston Rptg Area	46,927,645	115,072,677	101,322,633	40.78%
93				Northeast Texas Rptg Area	1,364,248	115,072,677	101,322,633	1.19%
94				Texas Coast Rptg Area	15,631,191	115,072,677	101,322,633	13.58%
95				Tyler Rptg Area	222,631	115,072,677	101,322,633	0.19%
96				Subtotal Entex Rural	101,322,633			88.05%
97								
98			Entex South Texas	South Texas Rptg Area	13,750,044	115,072,677	13,750,044	11.95%
99				Subtotal Entex South Texas	13,750,044			11.95%
100				Subtotal CenterPoint Energy Entex	115,072,677			100.00%
101	O&M % for Total Payroll	CenterPoint Energy Entex	Entex Rural	Beaumont Rptg Area	6,649,228	205,941,002	181,185,775	3.23%
102				Conroe Rptg Area	4,102,542	205,941,002	181,185,775	1.99%
103				East Texas Rptg Area	14,062,522	205,941,002	181,185,775	6.83%
104				Entex Louisiana Rptg Area	15,288,824	205,941,002	181,185,775	7.42%
105				Entex Mississippi Rptg Div	17,318,435	205,941,002	181,185,775	8.41%
106				Houston Rptg Area	91,206,846	205,941,002	181,185,775	44.29%
107				Northeast Texas Rptg Area	2,730,128	205,941,002	181,185,775	1.33%
108				Texas Coast Rptg Area	30,434,496	205,941,002	181,185,775	14.78%
109				Tyler Rptg Area	(607,246)	205,941,002	181,185,775	-0.29%
110				Subtotal Entex Rural	181,185,775			87.99%
111			Entex South Texas	South Texas Rptg Area	24,755,228	205,941,002	24,755,228	12.02%
112				Subtotal Entex South Texas	24,755,228			12.02%
113				Subtotal CenterPoint Energy Entex	205,941,002			100.01%
114								

CenterPoint Energy
 South Texas Division
 Allocation Factors - Prior
 For The Test Year Ended December 2020

Line No.	Allocator	Company	Reg Filing	Jurisdiction	Jurisdictional Total	Total	Denominator by Company/Reg Filing	Percentage
1	Capital % for Total Payroll	CenterPoint Energy Entex	Entex Rural	Beaumont Rptg Area	8,200,322	221,772,454	194,713,553	3.70%
2				Conroe Rptg Area	2,028,980	221,772,454	194,713,553	0.91%
3				East Texas Rptg Area	20,931,792	221,772,454	194,713,553	9.44%
4				Entex Louisiana Rptg Area	17,516,329	221,772,454	194,713,553	7.90%
5				Entex Mississippi Rptg Div	21,324,268	221,772,454	194,713,553	9.62%
6				Houston Rptg Area	91,825,194	221,772,454	194,713,553	41.41%
7				Northeast Texas Rptg Area	1,513,094	221,772,454	194,713,553	0.68%
8				Texas Coast Rptg Area	30,156,974	221,772,454	194,713,553	13.60%
9				Tyler Rptg Area	1,216,600	221,772,454	194,713,553	0.55%
10				Subtotal Entex Rural	194,713,553			87.81%
11			Entex South Texas	South Texas Rptg Area	27,058,901	221,772,454	27,058,901	12.20%
12				Subtotal Entex South Texas	27,058,901			12.20%
13				Subtotal CenterPoint Energy Entex	221,772,454			100.01%
14	Entex Classic Customer (CY as of June)	CenterPoint Energy Entex	Entex Rural	Beaumont Rptg Area	54,088	1,950,721	1,806,927	2.77%
15				Conroe Rptg Area	38,054	1,950,721	1,806,927	1.95%
16				East Texas Rptg Area	76,287	1,950,721	1,806,927	3.91%
17				Entex Louisiana Rptg Area	115,190	1,950,721	1,806,927	5.90%
18				Entex Mississippi Rptg Div	125,393	1,950,721	1,806,927	6.43%
19				Houston Rptg Area	1,023,259	1,950,721	1,806,927	52.46%
20				Northeast Texas Rptg Area	22,036	1,950,721	1,806,927	1.13%
21				Oklahoma Rptg Area	-	1,950,721	1,806,927	-
22				State of Arkansas	-	1,950,721	1,806,927	-
23				Texas Coast Rptg Area	315,172	1,950,721	1,806,927	16.16%
24				Tyler Rptg Area	37,447	1,950,721	1,806,927	1.92%
25				Subtotal Entex Rural	1,806,927			92.63%
26								
27			Entex South Texas	South Texas Rptg Area	143,794	1,950,721	143,794	7.37%
28				Subtotal Entex South Texas	143,794			7.37%
29				Subtotal CenterPoint Energy Entex	1,950,721			100.00%
30								
31	Entex Classic Customer (PY as of June)	CenterPoint Energy Entex	Entex Rural	Beaumont Rptg Area	54,711	1,927,266	1,784,873	2.84%
32				Conroe Rptg Area	36,876	1,927,266	1,784,873	1.91%
33				East Texas Rptg Area	76,488	1,927,266	1,784,873	3.97%
34				Entex Louisiana Rptg Area	115,525	1,927,266	1,784,873	5.99%
35				Entex Mississippi Rptg Div	124,404	1,927,266	1,784,873	6.45%
36				Houston Rptg Area	1,011,076	1,927,266	1,784,873	52.46%
37				Northeast Texas Rptg Area	22,183	1,927,266	1,784,873	1.15%
38				Oklahoma Rptg Area	-	1,927,266	1,784,873	-
39				State of Arkansas	-	1,927,266	1,784,873	-
40				Texas Coast Rptg Area	306,577	1,927,266	1,784,873	15.91%
41				Tyler Rptg Area	37,033	1,927,266	1,784,873	1.92%
42				Subtotal Entex Rural	1,784,873			92.60%

CenterPoint Energy
 South Texas Division
 Allocation Factors - Prior
 For The Test Year Ended December 2020

Line No.	Allocator	Company	Reg Filing	Jurisdiction	Jurisdictional Total	Total	Denominator by Company/Reg Filing	Percentage
43								
44			Entex South Texas	South Texas Rptg Area	142,393	1,927,266	142,393	7.39%
45				Subtotal Entex South Texas	142,393		142,393	7.39%
46				Subtotal CenterPoint Energy Entex	1,927,266			99.99%
47								
48	Entex Tx Gas Support Customer (CY as of June	CenterPoint Energy Entex	Entex Rural	Beaumont Rptg Area	54,088	1,710,137	1,566,343	3.16%
49				Conroe Rptg Area	38,054	1,710,137	1,566,343	2.23%
50				East Texas Rptg Area	76,287	1,710,137	1,566,343	4.46%
51				Houston Rptg Area	1,023,259	1,710,137	1,566,343	59.83%
52				Northeast Texas Rptg Area	22,036	1,710,137	1,566,343	1.29%
53				Texas Coast Rptg Area	315,172	1,710,137	1,566,343	18.43%
54				Tyler Rptg Area	37,447	1,710,137	1,566,343	2.19%
55				Subtotal Entex Rural	1,566,343			91.59%
56								
57			Entex South Texas	South Texas Rptg Area	143,794	1,710,137	143,794	8.41%
58				Subtotal Entex South Texas	143,794		143,794	8.41%
59				Subtotal CenterPoint Energy Entex	1,710,137			100.00%
60								
61	Entex Tx Gas Support Customer (PY as of June	CenterPoint Energy Entex	Entex Rural	Beaumont Rptg Area	54,711	1,687,337	1,544,944	3.24%
62				Conroe Rptg Area	36,876	1,687,337	1,544,944	2.19%
63				East Texas Rptg Area	76,488	1,687,337	1,544,944	4.53%
64				Houston Rptg Area	1,011,076	1,687,337	1,544,944	59.92%
65				Northeast Texas Rptg Area	22,183	1,687,337	1,544,944	1.31%
66				Texas Coast Rptg Area	306,577	1,687,337	1,544,944	18.17%
67				Tyler Rptg Area	37,033	1,687,337	1,544,944	2.19%
68				Subtotal Entex Rural	1,544,944			91.55%
69								
70			Entex South Texas	South Texas Rptg Area	142,393	1,687,337	142,393	8.44%
71				Subtotal Entex South Texas	142,393		142,393	8.44%
72				Subtotal CenterPoint Energy Entex	1,687,337			99.99%
73								
74	Gas Storage	CenterPoint Energy Entex	Entex Rural	Beaumont Rptg Area	559,584	36,541,393	34,362,842	1.53%
75				East Texas Rptg Area	814,816	36,541,393	34,362,842	2.23%
76				Entex Louisiana Rptg Area	-	36,541,393	34,362,842	
77				Entex Mississippi Rptg Div	139,248	36,541,393	34,362,842	0.38%
78				Houston Rptg Area	22,052,114	36,541,393	34,362,842	60.35%
79				Northeast Texas Rptg Area	1,774,397	36,541,393	34,362,842	4.86%
80				Texas Coast Rptg Area	9,022,682	36,541,393	34,362,842	24.69%
81				Subtotal Entex Rural	34,362,842			94.04%
82								
83			Entex South Texas	South Texas Rptg Area	2,178,552	36,541,393	2,178,552	5.96%
84				Subtotal Entex South Texas	2,178,552		2,178,552	5.96%

CenterPoint Energy
 South Texas Division
 Allocation Factors --Prior
 For The Test Year Ended December 2020

Line No.	Allocator	Company	Reg Filing	Jurisdiction	Jurisdictional Total	Total	Denominator by Company/Reg Filing	Percentage
85				Subtotal CenterPoint Energy Entex	36,541,393			100.00%
86	Gross Labor Allocator	CenterPoint Energy Entex	Entex Rural	Beaumont Rptg Area	3,932,494	111,670,807	98,707,175	3.52%
87				Conroe Rptg Area	1,852,276	111,670,807	98,707,175	1.66%
88				East Texas Rptg Area	10,534,757	111,670,807	98,707,175	9.43%
89				Entex Louisiana Rptg Area	9,070,916	111,670,807	98,707,175	8.12%
90				Entex Mississippi Rptg Div	10,924,511	111,670,807	98,707,175	9.78%
91				Houston Rptg Area	45,653,632	111,670,807	98,707,175	40.88%
92				Northeast Texas Rptg Area	1,341,251	111,670,807	98,707,175	1.20%
93				Texas Coast Rptg Area	15,177,536	111,670,807	98,707,175	13.59%
94				Tyler Rptg Area	219,802	111,670,807	98,707,175	0.20%
95				Subtotal Entex Rural	98,707,175			88.38%
96								
97								
98			Entex South Texas	South Texas Rptg Area	12,963,632	111,670,807	12,963,632	11.61%
99				Subtotal Entex South Texas	12,963,632			11.61%
100	O&M % for Total Payroll	CenterPoint Energy Entex	Entex Rural	Subtotal CenterPoint Energy Entex	111,670,807			99.99%
101				Beaumont Rptg Area	10,488,851	304,585,089	288,530,488	3.44%
102				Conroe Rptg Area	3,776,532	304,585,089	288,530,488	1.24%
103				East Texas Rptg Area	30,435,979	304,585,089	288,530,488	9.99%
104				Entex Louisiana Rptg Area	22,705,117	304,585,089	288,530,488	7.45%
105				Entex Mississippi Rptg Div	27,001,285	304,585,089	288,530,488	8.86%
106				Houston Rptg Area	129,782,788	304,585,089	288,530,488	42.61%
107				Northeast Texas Rptg Area	2,579,651	304,585,089	288,530,488	0.85%
108				Texas Coast Rptg Area	42,308,992	304,585,089	288,530,488	13.89%
109				Tyler Rptg Area	(548,707)	304,585,089	288,530,488	-0.18%
110				Subtotal Entex Rural	288,530,488			88.15%
111			Entex South Texas	South Texas Rptg Area	36,054,601	304,585,089	36,054,601	11.84%
112				Subtotal Entex South Texas	36,054,601			11.84%
113				Subtotal CenterPoint Energy Entex	304,585,089			99.99%
114								

EARNINGS MONITORING
REPORT

SUPPLEMENTAL WORKPAPERS

CenterPoint Entex
 AFUDC Equity Depreciation Permanent Difference
 Entex by Division
 Year End 2020

Row	Division	2013	2014	2015	2016	2017	2018	2019	2020	Grand Total	Percent
Total Entex 481010-Cap Equity (AFUDC)											
1	Beaumont					\$ (20,626)	\$ (111,460)	\$ (112,216)	\$ (120,762)	\$ (365,064)	5.6%
2	East Texas					(16,275)	(58,355)	(118,134)	(91,253)	(284,018)	4.4%
3	Louisiana			(4,289)	(142,847)	(10,293)	(17,853)	(69,222)	(268,636)	(513,140)	7.9%
4	Mississippi	(2,794)	2,794							0	0.0%
5	Houston					(56,926)	(431,241)	(1,893,007)	(1,354,971)	(3,736,144)	57.3%
6	South Texas	(1,942)	(41,945)	(25,968)		(35,685)	(225,219)	(157,799)	(365,020)	(853,579)	13.1%
7	Texas Coast	(2,547)	(25,519)			(12,220)	(109,294)	(171,584)	(449,269)	(770,433)	11.8%
8	Grand Total	\$ (7,283)	\$ (64,670)	\$ (30,257)	\$ (142,847)	\$ (152,025)	\$ (953,422)	\$ (2,521,963)	\$ (2,649,912)	\$ (6,522,378)	100.0%
9											
10											
11											
11	AFUDC Equity Perm Depreciation										
12	2020 Total	(72,141)									
13											
14											
15											
16											
17											
18	Test Year Total	(72,141)	From Above								
19	South Texas AFUDC Equity Percent	13.1%									
20	South Texas AFUDC Equity Perm Depr	\$ (9,444)	Row 18 X Row 19								

✓ Agrees to 1.e Federal Income Tax Adjustment

ⓘ Source: 2019 Powertax Report 216

CenterPoint Energy Entex
 South Texas
 Misc Expense Adj - Investor Relations
 For The Test Year Ended December 2020

Source: SAP ZFAT (South Texas Division)

Year	Per Cost Center	Cost Element	Cost element name	Functional Area	3	Val/COArea Crty/CO partner object name	Object type	CO object name
	125211	646608	SC Labor		*	10,211.22-		Investor Relations
	125211	646609	SC Alloc.PBOH-Ben.		**	1,781.87-		Investor Relations
	125211	646611	SC Al. PBOH W.Comp		**	1,781.87-		Investor Relations
	125211	646612	SC Al. PBOH W.Comp		**	10.83-		Investor Relations
	125211	646617	SC Al.StrucPyrl Tx		**	720.78-		Investor Relations
	125211	646618	SC Misc NonRcvrblExp		**	117.45-		Investor Relations
	125211	646618	SC Misc. Bus Expen.		**	329.10-		Investor Relations
	125211	646619	SC Alloc. Ben. Other		**	329.10-		Investor Relations
	125205	646620	SC Non Labor Other		**	1.81		Investor Services
	125211	646620	SC Non Labor Other		**	6,310.58-		Investor Relations
					***	12,028.24-		
						25,197.68-		

✓ Agrees to 1.g - Investor Relations

CenterPoint Energy Entex
 South Texas
 Misc Expense Adj - Short Term Incentive
 For The Test Year Ended December 2020

Source: SAP ZFAT (South Texas Division)

Cost Center	Functional Area	Transaction currency
128004	9200	66.52
	TXME	573.55
128004		640.07
RA41333853	N010	3,376.73
RA41333853		3,376.73
RA41333943	TXME	4,302.78
RA41333943		4,302.78
RA41333953	8930	1,263.87
RA41333953		1,263.87
		9,583.45

✓ Agrees to 1.g - Short Term Incentive

CenterPoint Energy
 South Texas Division
 Hurricane Harvey Adjustment
 For The Test Year Ended December 2020

Source: SAP G/L Detail

Year	Period	Posting Date	DocumentNo	RefDocumnt	CoCode	Account	DT	Profit Ctr	PaCC Func. Area	Trans.cur.	Text
2020	4	04/30/2020	1306388618	107777247	0082	550020	SA	1128000	8740	88.44	Hurricane Harvey amortization
2020	5	05/31/2020	1308229157	107883914	0082	550020	SA	1128000	8740	1.19	Hurricane Harvey amortization - May 2020
2020	6	06/30/2020	1310021171	107980935	0082	550020	SA	1128000	8740	903.59	Hurricane Harvey Clearing - June 2020
2020	6		1310021724	107980759	0082	550020	SA	1128000	8740	1.28	Hurricane Harvey amortization - June 2020
815.24											

✓ Agrees to 1.I Hurricane Harvey Adjustment

CenterPoint Energy
 South Texas Division
 GL Account 133030 Materials and Supplies-Inventory WIP
 For The Test Year Ended December 2020

Source: SAP ZFAT

FERC Trial Balance (ZFAT)
 Company:0082 CenterPoint Energy Entex
 Profit Center Group: * Name: *
 Fiscal Year:2019 Period: 12

Lead column	YTD
133030 Materials & Suppl-Inventory WIP	199,467.86
* 1540 Matls Oper Supplies	199,467.86
** Functional area	199,467.86



FERC Trial Balance (ZFAT)
 Company:0082 CenterPoint Energy Entex
 Profit Center Group: * Name: *
 Fiscal Year:2020 Period: 12

Lead column	YTD
133030 Materials & Suppl-Inventory WIP	350,123.41
* 1540 Matls Oper Supplies	350,123.41
** Functional area	350,123.41



✓ Agrees to 2.c Materials and Supplies 133030 Allocation

CenterPoint Energy
 South Texas Division
 Materials and Supplies
 For The Test Year Ended December 2020

Source: SAP ZFAT

FERC Trial Balance (ZFAT)	
Company:0082 CenterPoint Energy Entex	
Profit Center Group: RRSTX Name: South Texas Reporting Area	
Fiscal Year:2019 Period: 12	
Lead column	YTD
133999 Materials & Supplies	1,577,547.93
* 1540 Matls Oper Supplies	1,577,547.93
** Functional area	1,577,547.93



FERC Trial Balance (ZFAT)	
Company:0082 CenterPoint Energy Entex	
Profit Center Group: RRSTX Name: South Texas Reporting Area	
Fiscal Year:2020 Period: 12	
Lead column	YTD
133999 Materials & Supplies	1,343,256.64
* 1540 Matls Oper Supplies	1,343,256.64
** Functional area	1,343,256.64



✓ Agrees to 2.c Mat and Supplies 133998-133999

CenterPoint Energy
 South Texas Division
 Prepayments 139010
 For The Test Year Ended December 2020

Source: SAP ZFAT

FERC Trial Balance (ZFAT)
 Company:0082 CenterPoint Energy Entex
 Profit Center Group: * Name: *
 Fiscal Year:2019 Period: 12

Lead column	YTD
139010 Prepayments-Insurance	2,135,368.49
* 1650 Prepayments	2,135,368.49
** Functional area	2,135,368.49



FERC Trial Balance (ZFAT)
 Company:0082 CenterPoint Energy Entex
 Profit Center Group: * Name: *
 Fiscal Year:2020 Period: 12

Lead column	YTD
139010 Prepayments-Insurance	2,923,234.80
* 1650 Prepayments	2,923,234.80
** Functional area	2,923,234.80



✓ Agrees to 2.d Prepayments - 139010

CenterPoint Energy
 South Texas Division
 Prepayments 144010
 For The Test Year Ended December 2020

Source: SAP ZFAT

FERC Trial Balance (ZFAT)
 Company:0082 CenterPoint Energy Entex
 Profit Center Group: RRSTX Name: South Texas Reporting Area
 Fiscal Year:2019 Period: 12

Lead column	YTD
144010 Prepayments - Other	1,220.50
* 1650 Prepayments	1,220.50
** Functional area	1,220.50



FERC Trial Balance (ZFAT)
 Company:0082 CenterPoint Energy Entex
 Profit Center Group: RRSTX Name: South Texas Reporting Area
 Fiscal Year:2020 Period: 12

Lead column	YTD
144010 Prepayments - Other	7,623.20
* 1650 Prepayments	7,623.20
** Functional area	7,623.20



Source: SAP G/L Detail

Pipeline User Fee expense posted to prepayments in March and was reclassified to expense in April.

2020	3	03/11/2020	1303375976	1701630961	0082	144010	KN	1128075	1650	178,012.00	PIPELINE USER FE
2020	4	04/30/2020	1306379513	107781437	0082	144010	SA	1128075	1650	178,012.00-	Pipeline User Fee (

✓ Agrees to 2.d Prepayments - 144010

CenterPoint Energy
 South Texas Division
 Cash Working Capital Adjustments
 For The Year Ended December 2020

Excludable Items from Cash Working Capital	Amount in Cost of Service	
Bad Debt Expense (GL 562060, 562100)	\$ 537,519	
Transportation Depreciation (GL 702050)	669,524	
Injuries & Damages & Workers Comp Amortization (GL 518130, 560090, 560100)	195,746	
Prepayment Amortization (GL 560110, 560030, 560020, 560070, 560115, 560120)	233,994	
Materials & Supplies (GL 535016, 535020, 530987, 530998, 530999)	614,699	
Pipeline Awareness Amortization (GL 562142)	-	
GPS Insight Amortization (543050)	852	
Employee Expenses (GL 518070, 518162, 518090)	133,301	
Retirement Plan Asset (GL 518011, 518016, 718011, 718016)	691,585	
Deferred Benefit Liability Gas Utility Regulatory Act § 104.059	(455,048)	
TAC §8.209 Regulatory Asset - Property Tax	9,160	(*)
Unrecovered Post Retirement Amortization (GL Account 518031)	493,969	
Total Excludable Items	\$ 3,125,300	\$ 9,160 Ad Valorem Adjustment \$ 3,116,140 O&M Adjustment

Bad Debt Expense

FERC Trial Balance (ZF16) Report Name: FERC-016
 Company: 0082 CenterPoint Energy Entex
 Profit Center Group: RRSTX South Texas Reporting Area
 Cost Center: *
 Rolling Period: 1, 2020 to 12, 2020

Lead column	Total
562060 Cust&Mktg Exp-Bad Debts-Accrued	548,274.79
562100 Cust&Mktg Exp-Bad Debts-Accrued-Non-Comm	(10,755.76)
* 9040 Uncollectible Accts	537,519.03
** Natural Account Sorted by FERC Account	537,519.03

✓ Agrees to 2.b Cash Working Capital (Adjustments column)

Transportation Depreciation Expense

Cost Center Actual Expense by Month 2118 Report Name: RE-C0002
 Fiscal Year: 2020 Periods 1 through 12
 Plan Version: 0
 Cost Element Group: *

Cost Elements	Total
522008 Park/In-town Travel	407.70
530010 M&E Exp - Non-Inventory	37.55
531020 Motor-Veh & Plt	55.47
531030 M&E Exp-Purch Vehicle Fuel	397,078.37
532040 M&E Exp-Miscellaneous	(7,108.75)
543050 Contr&svcs Exp-Technical Svcs	11,610.50
550020 Adm & Gen Exp - Miscellaneous	551.42
560100 Insurance Exp-Auto Liability	46,151.06
560140 Rep & Maint-Vehicles	12.00
621016 Fleet Maintenance	497,357.88
621017 Fleet Adj. Demg. Mod	1,773.88
642071 Fleet Allocation	1,905,843.04
643501 Fleet Fuel	198.12
643523 Transportation Expense	316.43
643525 Power Oper Equip Exp	32.29
702050 Depr-Transportation	1,030,988.09 (*)
* Total Incurred Expenses	3,675,305.05
641003 Transportation Overhead	(1913,050.00)
648071 Fleet Allocation	(1905,097.72)
642140 Transportation Residual	6,655.54
643523 Transportation Expense	(63,812.07)
* Total Allocated Expenses	(3875,305.05)
** Total Expenses	

1,030,988.09 (*)
 64.940% Expense Rate
 669,523.67

Injuries & Damages & Workers Comp Amortization

FERC Trial Balance (ZF16) Report Name: FERC-016
 Company: 0082 CenterPoint Energy Entex
 Profit Center Group: RRSTX South Texas Reporting Area
 Cost Center: *
 Rolling Period: 1, 2020 to 12, 2020

Lead column	Total
518130 Sal/Burden Exp-Workers Compensation	50,265.55
560090 Insurance Exp-General Liability	98,819.45
560100 Insurance Exp-Auto Liability	509.69
* 9250 Injuries & Damages	149,594.69
560100 Insurance Exp-Auto Liability	46,151.06
* CLR# Clearing Transportation	46,151.06
** Natural Account Sorted by FERC Account	195,745.75

Prepayment Amortization

FERC Trial Balance (ZF16) Report Name: FERC-016
 Company: 0082 CenterPoint Energy Entex
 Profit Center Group: RRSTX South Texas Reporting Area
 Cost Center: *
 Rolling Period: 1, 2020 to 12, 2020

Lead column	Total
560030 Insurance Exp-Blanket Crime	156.60
560110 Insurance Exp-Property	37,300.72
* 9240 Property Insurance	37,457.32
560020 Claims/Settlements	(58,538.44)
560070 Insurance Exp-Excess Liability	246,223.16
560115 Insurance Exp-Other	870.99
560120 Insurance Exp-Umbrella Liability	7,981.07
* 9250 Injuries & Damages	196,536.78
** Natural Account Sorted by FERC Account	233,994.10

CenterPoint Energy
 South Texas Division
 Cash Working Capital Adjustments
 For The Year Ended December 2020

Materials & Supplies Expense

FERC Trial Balance (ZF16) Report Name: FERC-016	
Company: 0082 CenterPoint Energy Entex	
Profit Center Group: RRSTX South Texas Reporting Area	
Cost Center: *	
Rolling Period: 1, 2020 to 12, 2020	
Lead column	Total
* 8700 Oper Supv & Eng	(6,010.85)
* 8740 Mains & Services Exp	43,365.12
* 8760 Meas & Reg Sta Exps	28.44
* 8780 Meter & House Reg	73,682.22
* 8790 Customer Install Exp	4,494.31
* 8800 Other Utility Expense	1,471.75
* 8850 Maint Supv & Eng	(6,010.85)
* 8870 Maintenance of Mains	214,494.23
* 8890 Maint of Meas & Reg	45,755.05
* 8900 Maint-Meas & Reg Sta	3,033.93
* 8910 Maint-Meas & Reg-Cit	61.63
* 8920 Maint of Services	116,435.93
* 8930 Maint-Mtr & Hous Reg	82,623.32
* 8940 Maint of Oth Equip	587.25
* 9010 Supervision	(3,005.67)
* 9020 Meter Reading Exp	35.06
* 9030 Cust Records & Colle	990.29
* 9210 Office Supplies & Ex	42,667.59
** Natural Account Sorted by FERC Account	614,698.75

GPS Insight Amortization

Year	Period	Posting Date	Document No	Ref Document	Co Code	Account	DT	Cost Cr	Profit Cr	Func. Area	Trans. cur.	Text
2020	1	01/15/2020	1300648344	107474407	0082	543050	SR	128025	11280000	9020	97.64	Monthly amortization - GPS Insight
2020	2	02/15/2020	130255313	107547688	0082	543050	SR	128025	11280000	9020	97.64	Monthly amortization - GPS Insight
2020	3	03/15/2020	1309549393	107636871	0082	543050	SR	128025	11280000	9020	97.64	Monthly amortization - GPS Insight
2020	4	04/15/2020	130838828	107727100	0082	543050	SR	128025	11280000	9020	97.64	Monthly amortization - GPS Insight
2020	5	05/15/2020	130773719	107843904	0082	543050	SR	128025	11280000	9020	97.64	Monthly amortization - GPS Insight
2020	7	07/15/2020	131144078	108056317	0082	543050	SR	128025	11280000	9020	51.90	Monthly amortization - GPS Insight - S TX Invoice
2020	7	07/28/2020	1311446142	108056316	0082	543050	SA	128025	11280000	9020	51.90	Monthly amortization - GPS Insight - S TX Jan 2020
2020	8	08/15/2020	131315759	108140619	0082	543050	SR	128025	11280000	9020	51.90	Monthly amortization - GPS Insight - S TX Invoice
2020	9	09/15/2020	1315038300	108216168	0082	543050	SR	128025	11280000	9020	51.90	Monthly amortization - GPS Insight - S TX Invoice
2020	10	10/15/2020	1316980128	108307402	0082	543050	SR	128025	11280000	9020	51.90	Monthly amortization - GPS Insight - S TX Invoice
2020	11	11/15/2020	1318482854	108381683	0082	543050	SR	128025	11280000	9020	51.90	Monthly amortization - GPS Insight - S TX Invoice
2020	12	12/15/2020	1318814711	108411568	0082	543050	SR	128025	11280000	9020	51.90	Monthly amortization - GPS Insight - S TX Invoice
- 851.50												

Employee Expense

FERC Trial Balance (ZF16) Report Name: FERC-016	
Company: 0082 CenterPoint Energy Entex	
Profit Center Group: RRSTX South Texas Reporting Area	
Cost Center: *	
Rolling Period: 1, 2020 to 12, 2020	
Lead column	Total
518090 Sal/Burden Exp-Long-Term Disability	125,145.66
* 9260 Empl Pensions&Ben	125,145.66
518090 Sal/Burden Exp-Long-Term Disability	8,155.80
* 9302 Misc General Exps	8,155.80
** Natural Account Sorted by FERC Account	133,301.46

Retirement Plan Asset

FERC Trial Balance (ZF16) Report Name: FERC-016	
Company: 0082 CenterPoint Energy Entex	
Profit Center Group: RRSTX South Texas Reporting Area	
Cost Center: *	
Rolling Period: 1, 2020 to 12, 2020	
Lead column	Total
518011 Pension - Service Cost	88,210.82
518016 Pension NonQualified - Service Cost	(559.75)
718011 Pension - Non-Service Cost	584,940.61
718016 Pension NonQualified-NonService Cost	19,089.24
* 9260 Empl Pensions&Ben	691,680.92
518011 Pension - Service Cost	1,814.61
518016 Pension NonQualified - Service Cost	(1,910.73)
* 9302 Misc General Exps	(96.12)
** Natural Account Sorted by FERC Account	691,584.80

CenterPoint Energy
 South Texas Division
 Cash Working Capital Adjustments
 For The Year Ended December 2020

Deferred Benefit Liability Gas Utility Regulatory Act § 104.059

FERC Trial Balance (ZF16) Report Name: FERC-016	
Company: 0082 CenterPoint Energy Entex	
Profit Center Group: RRSTX South Texas Reporting Area	
Cost Center: *	
Rolling Period: 1, 2020 to 12, 2020	
Lead column	Total
704036 Amortization - Deferred Benefit Liabilit	(455,048.16)
* 4074 Unrec Reg Exp-Credit	(455,048.16)
** Natural Account Sorted by FERC Account	(455,048.16)

Year	Period	Posting Date	DocumentNo	RefDocumnt	CoCode	Account	DT	Cost Ctr	Profit Ctr	PaCC	Func. Area	Transactn	curr.	Text
2020	12	12/15/2020	1318814559	108411554	0082	704036	SR	128000	1128000		4074	37,920.68		Pension amortization
	11	11/15/2020	1318482838	108381667	0082	704036	SR				4074	37,920.68		Pension amortization
	10	10/15/2020	1316980111	108307386	0082	704036	SR				4074	37,920.68		Pension amortization
	9	09/15/2020	1315038279	108216147	0082	704036	SR				4074	37,920.68		Pension amortization
	8	08/15/2020	1313315738	108140598	0082	704036	SR				4074	37,920.68		Pension amortization
	7	07/15/2020	1311438329	108055437	0082	704036	SR				4074	37,920.68		Pension amortization
	6	06/15/2020	1309546139	107938256	0082	704036	SR				4074	37,920.68		Pension amortization
	5	05/15/2020	1307737708	107843901	0082	704036	SR				4074	37,920.68		Pension amortization
	4	04/15/2020	1305838825	107727097	0082	704036	SR				4074	37,920.68		Pension amortization
	3	03/15/2020	1303954990	107636868	0082	704036	SR				4074	37,920.68		Pension amortization
	2	02/15/2020	130255310	107547685	0082	704036	SR				4074	37,920.68		Pension amortization
	1	01/15/2020	1300648341	107474404	0082	704036	SR				4074	37,920.68		Pension amortization
													455,048.16	

TAC §8.209 Regulatory Asset (Property Tax only - depreciation 0 lead/lag days)

Doc. Type: SR (Recurring G/L Entry) Normal document
Doc. Number: 107843902 Company Code: 0082 Fiscal Year: 2020
Doc. Date: 05/15/2020 Posting Date: 05/15/2020 Period: 05
Calculate Tax: <input type="checkbox"/>
Ref. Doc.: 1483-02
Doc. Currency: USD
Doc. Hdr Text: 8.209 Amortization

Item	PK	Account	Account short text	Assignment	TX	Amount	Cost Ctr	Text
1	40	702015	Depreciation Exp- De	S. Texas		3,440.77	128002	S. Texas Amortization
2	40	722150	Property Tax	S. Texas		763.31	128002	S. Texas Amortization
3	40	491010	Misc Non-Oper Rev	S. Texas		16,583.26		S. Texas Amortization
4	50	179043	Reg Asset- 08.209	S. Texas		20,787.34		S. Texas Amortization
5	40	179087	Contra Reg Asset 0.2	S. Texas		12,098.87		S. Texas Amortization
6	50	491010	Misc Non-Oper Rev	S. Texas		12,098.87		S. Texas Amortization

763.31 Property Tax
 9,160.00 12 months

Year	Period	Posting Date	DocumentNo	RefDocumnt	CoCode	Account	DT	Cost Ctr	WBS Elem.	Profit Ctr	SourceObj	PaCC	Partner...	Partner ...	Func. Area	Quantity	Trans.cur.	Text
2020	12	12/15/2020	1318814560	108411555	0082	179043	SR			1128000					1823		20,787.34	S. Texas Amortization
2020	11	11/15/2020	1318482839	108381668	0082	179043	SR			1128000					1823		20,787.34	
2020	10	10/15/2020	1316980112	108307387	0082	179043	SR			1128000					1823		20,787.34	
2020	9	09/15/2020	1315038280	108216148	0082	179043	SR			1128000					1823		20,787.34	
2020	8	08/15/2020	1313315739	108140599	0082	179043	SR			1128000					1823		20,787.34	
2020	7	07/15/2020	1311438330	108055438	0082	179043	SR			1128000					1823		20,787.34	
2020	6	06/15/2020	1309546140	107938257	0082	179043	SR			1128000					1823		20,787.34	
2020	5	05/15/2020	1307737711	107843902	0082	179043	SR			1128000					1823		20,787.34	
2020	4	04/15/2020	1305838826	107727098	0082	179043	SR			1128000					1823		20,787.34	
2020	3	03/15/2020	1303954991	107636869	0082	179043	SR			1128000					1823		20,787.34	
2020	2	02/15/2020	130255311	107547686	0082	179043	SR			1128000					1823		20,787.34	
2020	1	01/15/2020	1300648342	107474405	0082	179043	SR			1128000					1823		20,787.34	
																		249,448.08

Unrecovered Postretirement Amortization

FERC Trial Balance (ZF16) Report Name: FERC-016	
Company: 0082 CenterPoint Energy Entex	
Profit Center Group: RRSTX South Texas Reporting Area	
Cost Center: *	
Rolling Period: 1, 2020 to 12, 2020	
Lead column	Total
518031 Sal/Burden Exp-Unrecovered Post Retireme	493,969.20
* 9260 Empl Pensions&Ben	493,969.20
** Natural Account Sorted by FERC Account	493,969.20

CenterPoint Energy
South Texas Division
Account 255010 Customer Deposits-Miscellaneous
For The Test Year Ended December 2020

Source: Financial Accounting Gas

	<u>South Texas</u>	<u>Other Entex Divisions</u>	<u>Entex</u>
Balance @ 12/31/2020	\$ (4,340,315.64) ✓ ₁	\$ (55,319,174.73)	\$ (59,659,490.37) ✓

Source: SAP ZFAT

✓₁ Agrees to 2.e Customer Deposits

CenterPoint Energy
 South Texas Division
 ADIT Benefit Restoration
 For The Test Year Ended December 2020

Source: Aon Hewitt



CenterPoint Energy, Inc.
 Proprietary & Confidential

Nonqualified Retirement Benefits

* Development of Prepaid (Accrued) Cost, December 31, 2020 (000s)

Division	Cost Center	(Accrued) Prepaid 1/1/2020	(Expense) Income	Contributions	Special Adjustments	(Accrued) Prepaid 12/31/2020	2020 Benefit Payments	
003A	CE Houston Electric	101452	\$ (6,715)	\$ (565)	\$ 811	\$ 0	\$ (6,469)	\$ 811
002R	CERC Corporate	104397	\$ (846)	\$ (526)	\$ 1,382	\$ 0	\$ 10	\$ 1,382
024A	CE MRT	205163	220	(117)	145	0	248	145
27	CEGT	206755	(510)	55	19	0	(436)	19
036A	CEFS	209004	248	(61)	47	0	233	47
062A	CE Arkla	115270	(2,024)	54	122	0	(1,848)	122
072A	CE Minnesota Gas	124341	(466)	(274)	160	0	(580)	160
077A	CES	125902	281	(199)	0	(82)	0	0
002U	CES (Discontinued)	104316	0	0	60	82	142	60
082A	CE Entex	127026	(3,361)	(420)	586	0	(3,194)	586
	CE Resources Corp.		\$ (6,458)	\$ (1,488)	\$ 2,521	\$ 0	\$ (5,425)	\$ 2,521
002A	CE Corporate - Allocated	125308	\$ (22,370)	\$ (3,099)	\$ 6,054	\$ 0	\$ (19,415)	\$ 6,054
002B	CE Corporate - Unallocated	125310	\$ (183)	\$ 23	\$ 0	\$ 0	\$ (160)	\$ 0
	Grand Total		\$ (35,726)	\$ (5,129)	\$ 9,386	\$ 0	\$ (31,469)	\$ 9,386

* Numbers may not add due to rounding

02017 2020 CNP BRP Disclosure_values

Disclosure
6

✓ Agrees to 2.g ADIT Benefit Restoration

CenterPoint Energy
South Texas Division
Casualty Loss Allocator
For The Test Year Ended December 2020

	<u>HOUSTON</u>	<u>TEXAS COAST</u>	<u>SOUTHEAST</u>	<u>SOUTH TEXAS</u>
Allocation Percentage for Harvey Casualty Loss	63.90%	18.60%	8.10%	9.40%
	South Texas	9.40% ✓		

✓ Agrees to 2.g ADIT Summary

CenterPoint Energy
 South Texas Division
 Employee Expense Related Reserves
 For The Test Year Ended December 2020

Source: SAP ZFAT

FERC Trial Balance (ZFAT)
 Company:0082 CenterPoint Energy Entex
 Profit Center Group: * Name: *
 Fiscal Year:2020 Period: 12

Lead column	YTD
240060 Curr&Accr Liab-Payroll Ben-Other	(1,577,000.00)
259020 Savings Restoration Plan	(127,026.55)
259021 Noram Restoration of Accounts Plan	(244,404.67)
259042 PostRetirement Welfare Plan-ASC 715	(38,243,000.00)
259043 Postemployment Benefits-ASC 712	(2,607,006.00)
* 2283 Pensions&Benefits	(42,798,437.22)
265025 Oth Def CR-Deferred Compensation - Miscellaneous	(75,514.80)
265020 Oth Def CR-Deferred Comp	(755,000.00)
* 2530 Oth Defered Credits	(830,514.80)
** Functional area	(43,628,952.02)

✓ Agrees to 2.g ADIT Employee Benefits

CenterPoint Energy
 Deferred Comp Adjustment
 For the Test Year Ended December 2020

Source: Aon Hewitt



CenterPoint Energy, Inc.
 Proprietary & Confidential

Accounting Requirements—DCP

Amounts Recognized in AOCI as of December 31, 2020 (000s)

Discount Rate: 1.80%

Division	Cost Center	Amounts Recognized in AOCI			Reconciliation with Accrued Cost			
		Prior Service Cost	Net Loss/(Gain)	Total	Net Pension (Liability)	Amounts Recognized in AOCI	(Accrued) Pension Cost	
003A	CE Houston Electric	101451	\$ 0	\$ 586	\$ 586	\$ (8,500)	\$ 586	\$ (7,914)
002R	CERC Corporate		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
024A	CE MRT		0	(147)	(147)	0	(147)	(147)
27	CEGT		0	(67)	(67)	(881)	(67)	(948)
036A	CEFS		0	(407)	(407)	0	(407)	(407)
062A	CE Arkla	115422	0	(137)	(137)	(24)	(137)	(161)
072A	CE Minnesota Gas	124057	0	(332)	(332)	(117)	(332)	(449)
077A	CES	125518	0	0	0	0	0	0
002U	CES (Discontinued)		0	(384)	(384)	(1,137)	(384)	(1,521)
080	CE Intrastate Pipelines		0	(6)	(6)	(19)	(6)	(25)
082A	CE Entex	127005	0	336	336	(897)	336	(561)
	Subtotal CE Resources Corp.		\$ 0	\$ (1,144)	\$ (1,144)	\$ (3,075)	\$ (1,144)	\$ (4,219)
002A	CE Corporate—Allocated	125309	\$ 0	5,052	5,052	\$ (19,977)	5,052	\$ (14,925)
002B	CE Corporate—Unallocated	125310	\$ 0	(2,508)	(2,508)	\$ (10,853)	(2,508)	\$ (13,361)
	Grand Total		\$ 0	\$ 1,986	\$ 1,986	\$ (42,405)	\$ 1,986	\$ (40,419)

02017 2020 DC Combined Plan Projection 1.80%_values

Disclosure
7

✓ Agrees to 2i Summary - Employee Expense Related Reserves

CenterPoint Energy
 South Texas Division
 Postretirement Adjustment
 For the Test Year Ended December 2020

Source: Aon Hewitt

* Accrued cost represents the cumulative GAAP expenses that have not been reflected in rates due to accounting change from cash to accrual basis for rate making purposes.



CenterPoint Energy, Inc.
 Proprietary & Confidential

Accounting Requirements—Postretirement Medical and Life Plan

Development of ASC 715 Prepaid (Accrued) Cost, December 31, 2020 (000s)

Division	Cost Center	(Accrued) Prepaid 1/1/2020	(Expense) Income	Contributions	Special Adjustments	(Accrued) Prepaid 12/31/2020	1/1/2020-12/31/2020 Benefit Payments ¹	
003A	CE Houston Electric	101452	\$ (134,241)	\$ 3,764	\$ 2,846	\$ 0	\$ (127,631)	\$ 8,473
002R	CERC Corporate	104397	\$ 4,405	\$ (30)	\$ 200	\$ 0	\$ 4,575	\$ 200
024A	CE MRT	205163	292	28	39	0	359	176
0027	CEGT	206755	(3,693)	(551)	423	0	(3,821)	423
036A	CEFS	209004	(1,859)	(155)	98	0	(1,916)	98
062A	CE Arkla	115270	(31,491)	(1,094)	807	0	(31,778)	807
072A	CE Minnesota Gas	124341	(7,452)	(765)	(20)	0	(8,237)	721
077A	CES	125902	(884)	(164)	38	1,010	0	38
002J	CES (Discontinued)	104316	0	0	68	(909)	(841)	68
080A	CE Intrasate Pipelines	158205	0	0	0	(52)	(52)	0
086A	Mobile Energy Solutions	141029	0	0	0	(49)	(49)	0
082A	CE Entex	127026	(31,995)	(1,874)	1,307	0	(32,562)	1,307
CERC	CERC Subtotal		\$ (72,677)	\$ (4,605)	\$ 2,960	\$ 0	\$ (74,322)	\$ 3,838
002A	CE Corporate—Allocated	125308	(45,329)	(2,334)	1,526	0	(46,137)	1,526
002B	CE Corporate—Unallocated	125310	(6,154)	0	0	0	(6,154)	0
Total	Total CenterPoint Energy		\$ (258,401)	\$ (3,175)	\$ 7,332	\$ 0	\$ (254,244)	\$ 13,837

¹ Gross benefit payments minus employee contributions.

Proprietary & Confidential | 02017.2020 ASC715 PostRetMed - Disclosure_20210120

Disclosure
1

✓ Agrees to 2.i Post Retirement - Employee Expense Related Reserves

CenterPoint Energy
 South Texas Division
 Unrecovered Postretirement Amortization
 For The Test Year Ended December 2020

Date	Amortization	Balance	G/L 179068	Months Remaining
Beginning Balance	2,469,846.00			
Jun-18	(41,164.10)	2,428,681.90		60
Jul-18	(41,164.10)	2,387,517.80		59
Aug-18	(41,164.10)	2,346,353.70		58
Sep-18	(41,164.10)	2,305,189.60		57
Oct-18	(41,164.10)	2,264,025.50		56
Nov-18	(41,164.10)	2,222,861.40		55
Dec-18	(41,164.10)	2,181,697.30		54
Jan-19	(41,164.10)	2,140,533.20		53
Feb-19	(41,164.10)	2,109,369.10		52
Mar-19	(41,164.10)	2,068,205.00		51
Apr-19	(41,164.10)	2,027,040.90		50
May-19	(41,164.10)	1,985,876.80		49
Jun-19	(41,164.10)	1,944,712.70		48
Jul-19	(41,164.10)	1,903,548.60		47
Aug-19	(41,164.10)	1,862,384.50		46
Sep-19	(41,164.10)	1,821,220.40		45
Oct-19	(41,164.10)	1,780,056.30		44
Nov-19	(41,164.10)	1,738,892.20		43
Dec-19	(41,164.10)	1,697,728.10		42
Jan-20	(41,164.10)	1,656,564.00		41
Feb-20	(41,164.10)	1,615,399.90		40
Mar-20	(41,164.10)	1,574,235.80		39
Apr-20	(41,164.10)	1,533,071.70		38
May-20	(41,164.10)	1,491,907.60		37
Jun-20	(41,164.10)	1,450,743.50		36
Jul-20	(41,164.10)	1,409,579.40		35
Aug-20	(41,164.10)	1,368,415.30		34
Sep-20	(41,164.10)	1,327,251.20		33
Oct-20	(41,164.10)	1,286,087.10		32
Nov-20	(41,164.10)	1,244,923.00		31
Dec-20	(41,164.10)	1,193,758.90	✓	30
Jan-21	(41,164.10)	1,152,594.80		29
Feb-21	(41,164.10)	1,111,430.70		28
Mar-21	(41,164.10)	1,070,266.60		27
Apr-21	(41,164.10)	1,029,102.50		26
May-21	(41,164.10)	987,938.40		25
Jun-21	(41,164.10)	946,774.30		24
Jul-21	(41,164.10)	905,610.20		23
Aug-21	(41,164.10)	864,446.10		22
Sep-21	(41,164.10)	823,282.00		21
Oct-21	(41,164.10)	782,117.90		20
Nov-21	(41,164.10)	740,953.80		19
Dec-21	(41,164.10)	699,789.70		18
Jan-22	(41,164.10)	658,625.60		17
Feb-22	(41,164.10)	617,461.50		16
Mar-22	(41,164.10)	576,297.40		15
Apr-22	(41,164.10)	535,133.30		14
May-22	(41,164.10)	493,969.20		13
Jun-22	(41,164.10)	452,805.10		12
Jul-22	(41,164.10)	411,641.00		11
Aug-22	(41,164.10)	370,476.90		10
Sep-22	(41,164.10)	329,312.80		9
Oct-22	(41,164.10)	288,148.70		8
Nov-22	(41,164.10)	246,984.60		7
Dec-22	(41,164.10)	205,820.50		6
Jan-23	(41,164.10)	164,656.40		5
Feb-23	(41,164.10)	123,492.30		4
Mar-23	(41,164.10)	82,328.20		3
Apr-23	(41,164.10)	41,164.10		2
May-23	(41,164.10)	(0.00)		1

✓ Agrees to 2.i Post Retirement - Employee Expense Related Reserves

CenterPoint Energy
 South Texas Division
 Bad Debt 123010
 For The Test Year Ended December 2020

Month	Year	South Texas			Other Divisions			Total Enter		
		Write Offs	Accruals/Adjustments	Balance	Write Offs	Accruals/Adjustments	Balance	Write Offs	Accruals/Adjustments	Balance
December	2019			\$ (178,210.34)			\$ (1,235,690.07)			\$ (1,413,900.41)
January	2020	\$ 15,632.19	\$ (35,322.37)	(197,900.52)	\$ (320,381.28)	(1,466,665.85)	(1,466,665.85)	\$ 105,137.69	\$ (355,703.65)	(1,684,466.37)
February	2020	20,845.24	(35,119.20)	(212,174.48)	(298,422.78)	(1,482,709.92)	(1,482,709.92)	303,123.93	(333,541.98)	(1,694,884.40)
March	2020	(11,868.21)	(20,627.81)	(83,349.51)	(1,389,565.33)	(6,327,115.98)	(2,882,066.83)	45,301.54	(1,239,445.30)	(3,224,988.50)
April	2020	(8,846.30)	(159,221.36)	(841,749.59)	(682,515.82)	(5,991,340.77)	(6,873,856.59)	(106,801.54)	(1,009,650.20)	(7,883,507.79)
May	2020	(5,940.13)	(472,452.26)	(1,319,841.97)	(343,191.56)	(6,478,157.19)	(3,104,667.19)	(76,855.27)	(815,646.82)	(5,933,590.35)
June	2020	(4,688.79)	(145,372.76)	(1,470,857.54)	(695,085.50)	(6,177,644.04)	(3,301,022.04)	(48,784.89)	(839,456.28)	(6,748,201.58)
July	2020	12,584.90	(28,422.13)	(1,624,909.21)	(901,150.08)	(6,930,512.98)	(3,346,478.38)	143,614.93	(1,055,353.89)	(8,559,940.54)
August	2020	12,584.90	(28,422.13)	(1,624,909.21)	(210,180.61)	(7,786,205.18)	(4,232,328.18)	136,083.46	(238,672.72)	(4,470,999.94)
September	2020	142,851.60	(30,325.70)	(1,512,393.31)	534,296.00	(6,416,174.60)	(2,862,297.60)	978,986.18	503,970.70	(7,929,289,557.91)
October	2020	21,134.09	(15,710.00)	(1,506,659.22)	(931,096.50)	(7,149,486.44)	(3,656,609.44)	218,918.75	(946,806.50)	(8,656,445,668.66)
November	2020									
December	2020									

Source: SAP ZFAT

FERC Trial Balance (2020)		Company: 0002, CenterPoint Energy Intex		Date: *	
Account	Balance	Account	Balance	Period	YTD
123010	Accum Frown-Revolvl Accrual-Commodity	* 1441	Acc Frown-Revolvl-Commodity		(1,922,446.46)
					(8,656,445.66)
					(10,578,892.12)

✓
 I Agree to 2 | Bad Debt Reserve - 123010

CenterPoint Energy
 South Texas Division
 Injuries and Damages Reserve Summary
 For The Test Year Ended December 2020

Source: SAP ZFAT

FERC Trial Balance (ZFAT)
 Company:0082 CenterPoint Energy Entex
 Profit Center Group: * Name: *
 Fiscal Year:2020 Period: 12

Lead column	YTD
258030 Injuries & Damages-Workers' Comp	(1,535,851.63)
* 2282 AccumProv-Inj/Damage	(1,535,851.63)
** Functional area	(1,535,851.63)

- ✓1 Agrees to 2.k - 258030 Injuries and Damages Reserve
- ✓2 Agrees to 2.k - Summary Injuries and Damages Reserve

CenterPoint Energy
 South Texas Division
 Entex Actuarial Report
 For The Test Year Ended December 2020

Source: Aon Hewitt



CenterPoint Energy, Inc.

Development of Prepaid (Accrued) Cost, December 31, 2020 (000s)*

Division	Cost Center	(Accrued)/Prepaid		Net Periodic Pension Cost	Contributions	Special Adjustments	Discount Rate: 2.45%		Benefit Payments
		Benefit Cost, 1/1/2020	Benefit Cost, 12/31/2020				Long-Term Rate: 5.00%	(Accrued)/Prepaid Benefit Cost, 12/31/2020	
003A	CE Houston Electric	101452	\$ 169,129	\$ (17,995)	\$ 34,729	\$ 0	\$ 185,862	\$ 83,358	
002R	CERC Corporate	104397	\$ 8,506	\$ 194	\$ 0	\$ 0	\$ 8,700	\$ 2,602	
024A	CE MRT	205163	\$ 9,237	\$ 123	\$ 0	\$ 0	\$ 9,360	\$ 2,377	
27	CEGT	206755	\$ 24,916	\$ 1	\$ 0	\$ 0	\$ 24,917	\$ 6,834	
036A	CEFS	209004	\$ 3,276	\$ 134	\$ 0	\$ 0	\$ 3,410	\$ 1,732	
062A	CE Arkla	115270	\$ 28,930	\$ (3,618)	\$ 5,403	\$ 0	\$ 30,715	\$ 12,022	
072A	CE Minnesota Gas	124341	\$ 16,830	\$ (5,212)	\$ 8,311	\$ 0	\$ 19,929	\$ 13,954	
077A	CES	125902	\$ (1,598)	\$ (1,908)	\$ 0	\$ 3,506	\$ 0	\$ 0	
002U	CES (Discontinued)		\$ 0	\$ 0	\$ 1,542	\$ (3,191)	\$ (1,649)	\$ 1,075	
080	CE Intrastate Pipelines		\$ 0	\$ 0	\$ 133	\$ (181)	\$ (48)	\$ 67	
086	Mobile Energy Sol		\$ 0	\$ 0	\$ 149	\$ (134)	\$ 15	\$ 69	
0550	VUHI (Vectren Transfers)	125317	\$ 0	\$ 0	\$ 25	\$ (4,889)	\$ (4,864)	\$ 0	
082A	CE Entex	127026	\$ 22,239	\$ (7,880)	\$ 13,188	\$ 0	\$ 27,547	\$ 17,211	
	Subtotal CE Resources Corp.		\$ 112,336	\$ (18,166)	\$ 28,751	\$ (4,889)	\$ 118,032	\$ 57,943	
002A	CE Corporate—Allocated	125308	\$ 7,068	\$ (7,073)	\$ 12,830	\$ 0	\$ 12,826	\$ 20,473	
002B	CE Corporate—Unallocated	125310	\$ 15,050	\$ (737)	\$ 0	\$ 0	\$ 14,313	\$ 2,915	
	Grand Total		\$ 303,583	\$ (43,971)	\$ 76,310	\$ (4,889)	\$ 331,033	\$ 164,689	

* Numbers may not add due to rounding

✓ Agrees to 2.1 Retirement Plan Asset

CenterPoint Energy
 South Texas Division
 For the Test Year Ended December 31, 2020

Source: SAP ZFAT

FERC Trial Balance (ZFAT)
 Company:0082 CenterPoint Energy Entex
 Profit Center Group: RRSTX Name: South Texas Reporting Area
 Fiscal Year:2020 Period: 12

Lead column	Cur Period	YTD
* 1010 Plant in service	28,017,726.07	392,039,928.67
* 1060 Comp Const Not Class	6,438,519.33	11,073,207.41
* 1070 Constr Work in Prog	(4,859,610.34)	8,546,262.38
* 1080 Acc Prov For Depr	(667,851.78)	(98,902,267.28)
* 1110 Acc Prov-Amort Plt	716,932.17	(1,841,558.06)
* 1140 Acquisition Adj		695,547.48
* 1150 Amort Acq Adj	(1,783.45)	(304,970.81)
* 1421 Customer A/R - Commodity	(326.28)	10,684.95
* 1430 Other Accts Rec	183.62	136,250.00
* 1441 Acc Prov Uncoll-Commodity	17,774.48	(1,700,014.74)
* 1444 Acc Prov Un A/R - Other		(28,268.52)
* 1540 Matls Oper Supplies	(15,766.86)	1,343,256.64
* 1630 Stores Exp Undist	26,740.51	25,075.58
* 1641 Gas Str Undrgrnd-Cur	(303,807.08)	1,023,083.60
* 1650 Prepayments	(5,691.30)	7,623.20
* 1730 Accrued Util Rev	1,663,081.52	7,245,359.62
* 1823 Oth Regulatory Asset	107,063.08	4,762,198.90
* 1840 Clearing Accts	(18,264.29)	(408,457.38)
* 1860 Misc Deferred Debits		1,400,000.00
* 1900 Acc Deferred Inc Tax	(20,514.00)	(370,477.00)
* 1910 Unrec Pur Gas Csts	(768,764.50)	1,628,144.24
* 2160 Unap Rtnd Earnings		(56,264,752.75)
* 2282 AccumProv-Inj/Damage	(346,562.86)	(4,072,116.78)
* 2300 Asset Retirement Obligtns	(12,743,982.72)	(18,808,992.92)
* 2320 Accounts Payable	(1,478,779.94)	(5,029,103.76)
* 2360 Taxes Accrued	1,165,429.68	(2,000,163.33)
* 2370 Interest Accrued	(5,831.14)	(68,028.06)
* 2420 Misc Curr & Acc Liab	182.32	678.51
* 2530 Oth Defered Credits	942.00	(2,368.48)
* 2540 Oth Regulatory Liab	117,077.94	(26,092,898.60)
* 2820 Def Inc Tax-Oth Prop	(33,733.00)	(237,146.55)
* 4030 Depreciation	939,839.99	11,164,854.41
* 4043 Amrt Lmt-Trm Gas Plantt	744.81	8,937.72
* 4050 Amort Other Plant	59,266.16	691,527.72
* 4074 Unrec Reg Exp-Credit	(60,701.02)	(306,362.36)
* 4081 Other Taxes-Non-Inc	891,062.76	7,928,438.23
* 4091 Inc Taxes-Oper Inc	(386,649.00)	1,454,505.00
* 4101 Prov For Def Inc Tax	551,185.00	652,703.00
* 4170 Rev-Nonutility Oper	(41,298.30)	(192,607.46)
* 4191 AFUDC Other	(40,674.72)	(365,020.45)
* 4250 Misc Amort	1,783.45	21,401.46
* 4261 Donations	7,379.75	24,637.74
* 4263 Penalties	35,000.00	82,672.26
* 4264 Expd For Civic Act	16,519.51	143,588.11
* 4265 Other Deductions	3,858.44	13,282.47
* 4300 In-Debt To Assoc Cos	273,179.44	3,037,901.93
* 4310 Other Interest Exp	7,986.18	(87,497.76)
* 4320 Borrowed AFUDC-CR	(20,544.55)	(184,369.56)
* 4390 Adj To Retained Earn		81,747.02
* 4800 Gas Residential Sale	(8,695,861.58)	(69,418,212.67)
* 4811 Gas S Comm Sales	(2,943,715.87)	(24,499,327.59)
* 4812 Gas L Comm Sales	(144,286.37)	(17,216.85)
* 4814 Gas SV Ind Sales	(20,587.62)	(150,197.19)
* 4880 Gas Misc Service Rev	(173,675.47)	(1,644,058.40)
* 4893 Transp Rev-Distrib	(297,755.10)	(3,341,093.09)
* 4930 Rent From Gas Prop		(9,092.22)
* 4950 Other Gas Revs	(8,050.40)	(333,428.67)
* 8040 Gas City Gate Purch	2,707,329.04	14,095,909.97
* 8051 Pur Gas Adjustments	768,764.50	1,291,195.96
* 8081 Gas Storage - Debit	180,536.22	2,334,389.84
* 8082 Gas Storage - Credit	(91,899.13)	(1,922,803.77)
* 8580 Transmission of Gas	1,805,216.15	18,168,977.68
* 8700 Oper Supv & Eng	63,953.91	694,775.40
* 8710 Distr Load Dispatch	3,776.68	43,447.24
* 8740 Mains & Services Exp	135,423.96	3,438,281.95
* 8760 Meas & Reg Sta Exps	5,823.66	57,278.16
* 8780 Meter & House Reg	134,827.99	1,534,372.52
* 8790 Customer Install Exp	153,803.62	1,490,693.60

CenterPoint Energy
 South Texas Division

For the Test Year Ended December 31, 2020

* 8800 Other Utility Expense	195,328.38	1,831,446.84
* 8810 Rents	25,173.00	301,947.78
* 8850 Maint Supv & Eng	65,048.73	695,668.11
* 8870 Maintenance of Mains	215,484.55	2,207,009.83
* 8890 Maint of Meas & Reg	19,735.84	257,027.44
* 8900 Maint-Meas & Reg Sta	1,183.07	28,228.30
* 8910 Maint-Meas & Reg-Cit	426.35	4,995.91
* 8920 Maint of Services	109,001.25	1,298,285.41
* 8930 Maint-Mtr & Hous Reg	78,950.61	646,025.08
* 8940 Maint of Oth Equip	25,629.20	355,765.00
* 9010 Supervision	24,252.53	356,826.76
* 9020 Meter Reading Exp	38,171.18	414,235.85
* 9030 Cust Records & Colle	258,655.73	2,761,744.38
* 9040 Uncollectible Accts	20,185.52	581,417.96
* 9090 Info & Instruc Adv	55,112.45	197,206.55
* 9100 Misc Cust Srv & Info	1,791.64	22,038.48
* 9110 Supervision	1,791.64	22,038.48
* 9120 Demo & Selling Exps	422.26	5,076.58
* 9160 Misc Sales Exps	68.45	1,155.00
* 9200 Admin & Gen Salaries	42,991.10	432,449.34
* 9210 Office Supplies & Ex	72,027.26	741,116.28
* 9230 Outside Services Emp	6,188.72	74,264.72
* 9240 Property Insurance	3,221.46	37,457.32
* 9250 Injuries & Damages	421,849.46	366,261.44
* 9260 Empl Pensions&Ben	238,383.48	4,123,027.25
* 9280 Regulatory Comm Exp		118,228.97
* 9301 Gen Advertising Exp		37,867.39
* 9302 Misc General Exps	387,088.19	3,592,548.99
* 9310 Rents	11,083.19	53,270.12
* 9320 Maint Gen Plant	4,176.18	41,843.77
** Functional area	15,145,366.69	201,396,422.84

CenterPoint Energy
 South Texas Division
 For the Test Year Ended December 31, 2020

FERC ACCT	FERC Description	GL Number	GL Description	EMR Schedule Source	South Texas
1010	Plant in service	Other	Other		392,039,928.67
1010 Total					392,039,928.67
1060	Comp Const Not Class	Other	Other		11,073,207.41
1060 Total					11,073,207.41
1070	Constr Work in Prog	Other	Other		8,546,262.38
1070 Total					8,546,262.38
1080	Acc Prov For Depr	Other	Other		(98,902,267.28)
1080 Total					(98,902,267.28)
1110	Acc Prov-Amort Plt	Other	Other		(1,841,558.06)
1110 Total					(1,841,558.06)
1140	Acquisition Adj	Other	Other		695,547.48
1140 Total					695,547.48
1150	Amort Acq Adj	Other	Other		(304,970.81)
1150 Total					(304,970.81)
1421	Customer A/R - Commodity	Other	Other		10,684.95
1421 Total					10,684.95
1430	Other Accts Rec	Other	Other		136,250.00
1430 Total					136,250.00
1441	Acc Prov Uncoll-Commodity	123010	Accum Prov-Uncoll Accts-Commodity	2g ADIT Bad Debt Reserve; 2j Bad Debt	(1,376,176.22)
1441	Acc Prov Uncoll-Commodity	123011	Accum Prov-Uncoll Accts Unbilled-Commodity	2j Bad Debt	(130,783.00)
1441	Acc Prov Uncoll-Commodity	Other	Other		(193,055.52)
1441 Total					(1,700,014.74)
1444	Acc Prov Un A/R - Other	123050	Accum Prov for Uncoll Accts-Other	2g ADIT Bad Debt Reserve; 2j Bad Debt	(28,268.52)
1444 Total					(28,268.52)
1540	Matls Oper Supplies	133999	Materials & Supplies	2c M&S 133998-133999	1,343,256.64
1540 Total					1,343,256.64
1630	Stores Exp Undist	Other	Other		25,075.58
1630 Total					25,075.58
1641	Gas Str Undrgrnd-Cur	Other	Other		1,023,083.60
1641 Total					1,023,083.60
1650	Prepayments	144010	Prepayments - Other	2d Prepayments	7,623.20
1650 Total					7,623.20
1730	Accrued Util Rev	Other	Other		7,245,359.62
1730 Total					7,245,359.62
1823	Oth Regulatory Asset	179043	Reg Asset- 08.209	2g ADIT 8.209; 2m 8.209 Reg Asset	1,665,881.67
1823	Oth Regulatory Asset	179045	Reg Asset - System Safety and Integrity	2g ADIT SSI; 2o System Safety Integrity	36,853.40
1823	Oth Regulatory Asset	179280	Reg NC Asset EDIT - Other	2g ADIT EDIT Sum; 2n EDIT Reg Asset Liability	944,711.79
1823	Oth Regulatory Asset	Other	Other		2,114,752.04
1823 Total					4,762,198.90
1840	Clearing Accts	Other	Other		(408,457.38)
1840 Total					(408,457.38)
1860	Misc Deferred Debits	Other	Other		1,400,000.00
1860 Total					1,400,000.00
1900	Acc Deferred Inc Tax	Other	Other		(370,477.00)
1900 Total					(370,477.00)
1910	Unrec Pur Gas Csts	147015	O/U Reg Asset - CY Gas True Up	2g ADIT Over-Under Gas Cost	1,628,144.24
1910	Unrec Pur Gas Csts	221135	Net Over/Under Reclass	2g ADIT Over-Under Gas Cost	(1,628,144.24)
1910	Unrec Pur Gas Csts	221143	O/U Rcvy of Purch Gas Costs-Base	2g ADIT Over-Under Gas Cost	4,060,181.64
1910	Unrec Pur Gas Csts	221144	O/U-Recovery-Gas Purch Cost Unbilled	2g ADIT Over-Under Gas Cost	(3,089,793.04)
1910	Unrec Pur Gas Csts	221146	Est Rev-O/U Rcvy-Fuel Recovery	2g ADIT Over-Under Gas Cost	657,755.64
1910 Total					1,628,144.24
2160	Unap Rtned Earnings	Other	Other		(56,264,752.75)
2160 Total					(56,264,752.75)
2282	AccumProv-Inj/Damage	258010	Injuries & Damages-Auto Liability	2g ADIT Injures & Damages; 2k Injuries & Damages	(219,497.49)
2282	AccumProv-Inj/Damage	258020	Injuries & Damages-Gen Liability	2g ADIT Injures & Damages; 2k Injuries & Damages	(3,852,619.29)
2282	AccumProv-Inj/Damage	Other	Other		-
2282 Total					(4,072,116.78)
2300	Asset Retirement Obligtns	Other	Other		(18,808,992.92)
2300 Total					(18,808,992.92)
2320	Accounts Payable	Other	Other		(5,029,103.76)
2320 Total					(5,029,103.76)
2360	Taxes Accrued	Other	Other		(2,000,163.33)
2360 Total					(2,000,163.33)
2370	Interest Accrued	Other	Other		(68,028.06)
2370 Total					(68,028.06)

2420	Misc Curr & Acc Liab	232050	Curr&Accr Liab-Gas Imbalance		678.51
2420 Total					678.51
2530	Oth Defered Credits	Other	Other		(2,368.48)
2530 Total					(2,368.48)
2540	Oth Regulatory Liab	257032	Reg Liability Pension Deferral	2g Def Ben Asset; 2h Def Ben Asset Liability	(3,912,871.73)
2540	Oth Regulatory Liab	257033	Reg NC Liab EDIT - Plant	2g ADIT EDIT Sum; 2n EDIT Reg Asset Liability	(18,176,208.00)
2540	Oth Regulatory Liab	257034	Reg NC Liab EDIT - Plant Other	2g ADIT EDIT Sum; 2n EDIT Reg Asset Liability	(1,755,238.18)
2540	Oth Regulatory Liab	257037	REG NC LIAB EDIT - ARAM AMORT	2g ADIT EDIT Sum; 2n EDIT Reg Asset Liability	(2,237,592.00)
2540	Oth Regulatory Liab	Other	Other		(10,988.69)
2540 Total					(26,092,898.60)
2820	Def Inc Tax-Oth Prop	Other	Other		(237,146.55)
2820 Total					(237,146.55)
4030	Depreciation	Other	Other		11,164,854.41
4030 Total					11,164,854.41
4043	Amrt Lmt-Trm Gas Plantt	Other	Other		8,937.72
4043 Total					8,937.72
4050	Amort Other Plant	Other	Other		691,527.72
4050 Total					691,527.72
4074	Unrec Reg Exp-Credit	Other	Other		(306,362.36)
4074 Total					(306,362.36)
4081	Other Taxes-Non-Inc	641012	SC PBOH-Benefits P/Roll Tax	1d Taxes	16,468.88
4081	Other Taxes-Non-Inc	641112	BU PBOH-Benefit P/R Tax	1d Taxes	759,938.04
4081	Other Taxes-Non-Inc	642612	BU AI.Structure for Tax W/I P.Brd	1d Taxes	(6,086.71)
4081	Other Taxes-Non-Inc	646612	SC AI.Structure for Tax W/I P.Brd	1d Taxes	169,546.58
4081	Other Taxes-Non-Inc	720040	State/Federal Regulatory Fees	1d Taxes	178,012.00
4081	Other Taxes-Non-Inc	722080	Oth Taxes Exp-Sales & Use Taxes Adj	1d Taxes	1,523.10
4081	Other Taxes-Non-Inc	722130	Oth Taxes Exp-Franch Fees/GRT-City	1d Taxes	3,304,601.13
4081	Other Taxes-Non-Inc	722150	Other Taxes Expenses - Property	1d Taxes	1,958,270.64
4081	Other Taxes-Non-Inc	722161	Benefits P/R Tax Reclss	1d Taxes	(5,388.83)
4081	Other Taxes-Non-Inc	722181	Other Taxes Exp-Misc Employment Taxes	1d Taxes	1,076.73
4081	Other Taxes-Non-Inc	722200	Other Taxes Exp-State Gross Rcpts	1d Taxes	1,550,476.67
4081 Total					7,928,438.23
4091	Inc Taxes-Oper Inc	Other	Other		1,454,505.00
4091 Total					1,454,505.00
4101	Prov For Def Inc Tax	Other	Other		652,703.00
4101 Total					652,703.00
4170	Rev-Nonutility Oper	Other	Other		(192,607.46)
4170 Total					(192,607.46)
4191	AFUDC Other	Other	Other		(365,020.45)
4191 Total					(365,020.45)
4261	Donations	Other	Other		24,637.74
4261 Total					24,637.74
4263	Penalties	Other	Other		82,672.26
4263 Total					82,672.26
4264	Expd For Civic Act	Other	Other		143,588.11
4264 Total					143,588.11
4265	Other Deductions	Other	Other		13,282.47
4265 Total					13,282.47
4300	In-Debt To Assoc Cos	Other	Other		3,037,901.93
4300 Total					3,037,901.93
4310	Other Interest Exp	708030	Interest Exp-Customer Deposits	1c Interest on Customer Deposits	93,517.78
4310	Other Interest Exp	Other	Other		(181,015.54)
4310 Total					(87,497.76)
4320	Borrowed AFUDC-CR	Other	Other		(184,369.56)
4320 Total					(184,369.56)
4390	Adj To Retained Earn	Other	Other		81,747.02
4390 Total					81,747.02
4800	Gas Residential Sale	412019	Gas Sales-Residential-State GRT	1a Revenue Adj	(1,120,279.17)
4800	Gas Residential Sale	412024	Residential-Revenue Related Taxes Recove	1a Revenue Adj	(2,329,259.28)
4800	Gas Residential Sale	412092	Nat Gas Sales-Res-Storage Inventory Char	1a Revenue Adj	(56,441.60)
4800	Gas Residential Sale	412093	Nat Gas Sales-Storage Return Accrual	1a Revenue Adj	3,588.88
4800	Gas Residential Sale	412300	Res-Gas Cost Adj	1a Revenue Adj	(18,656,206.99)
4800	Gas Residential Sale	412800	Gas Sales-Res Gas Cost Rec Unbilled	1a Revenue Adj	13,482.79
4800	Gas Residential Sale	412808	Gas Sales-Unbilled-Res Tax Recovery	1a Revenue Adj	(3,793.19)
4800	Gas Residential Sale	412004	Nat Gas Sales-Res-Protected EDIT Ref Unb	1a Revenue Adj	48,089.94
4800	Gas Residential Sale	412006	Nat Gas Sales-Res-Protected EDIT Refund	1a Revenue Adj	479,900.48
4800	Gas Residential Sale	412020	Residential-Customer Charge/Minimum Bill	1a Revenue Adj	(31,982,551.47)
4800	Gas Residential Sale	412021	Nat Gas Sales-Res-Distribution Chg	1a Revenue Adj	(10,941,666.03)
4800	Gas Residential Sale	412096	Residential Nat Gas Sales - GRIP	1a Revenue Adj	(4,832,732.33)
4800	Gas Residential Sale	412806	Gas Sales-Unbilled-Res Customer Charge	1a Revenue Adj	(103,020.50)

4800	Gas Residential Sale	412807	Gas Sales-Unbilled-Res Distrib Charge	1a Revenue Adj	62,675.80
4800 Total					(69,418,212.67)
4811	Gas S Comm Sales	412304	Comm-Rev Related Taxes Recovered	1a Revenue Adj	(877,053.98)
4811	Gas S Comm Sales	412305	Comm-Gas Cost Adj	1a Revenue Adj	(15,272,990.14)
4811	Gas S Comm Sales	412334	Comm - State GRT	1a Revenue Adj	(396,775.87)
4811	Gas S Comm Sales	412336	Nat Gas Sales-Comm-Storage Inventory Cha	1a Revenue Adj	(45,212.81)
4811	Gas S Comm Sales	412342	Commercial Nat Gas Sales - GRIP	1a Revenue Adj	(864,816.48)
4811	Gas S Comm Sales	412801	Gas Sales-Unbilled-S Comm Gas Cost Rec	1a Revenue Adj	39,760.42
4811	Gas S Comm Sales	412817	Gas Sales-Unbilled-Small Comm Tax Rec	1a Revenue Adj	1,913.67
4811	Gas S Comm Sales	412269	Nat Gas Sales-Comm/Ind-Protected EDIT Re	1a Revenue Adj	84,307.42
4811	Gas S Comm Sales	412275	Nat Gas Sales-Comm/Ind-Protected EDIT Re	1a Revenue Adj	8,271.20
4811	Gas S Comm Sales	412302	Comm-Cust Chg/Minimum Bill	1a Revenue Adj	(3,519,765.31)
4811	Gas S Comm Sales	412303	Comm-Commodity/Distr Chg	1a Revenue Adj	(3,671,764.12)
4811	Gas S Comm Sales	412809	Gas Sales-Unbill-Small Comm Cust Chrg	1a Revenue Adj	(10,028.55)
4811	Gas S Comm Sales	412816	Gas Sales-Unbill-Small Comm Dist Chrg	1a Revenue Adj	24,826.96
4811 Total					(24,499,327.59)
4812	Gas L Comm Sales	412802	Gas Sales-Unbilled-L Comm Gas Cost Rec	1a Revenue Adj	(15,940.54)
4812	Gas L Comm Sales	412821	Gas Sales-Unbilled-Lrge Comm Tax Rec	1a Revenue Adj	(147.55)
4812	Gas L Comm Sales	412818	Gas Sales-Unbill-Lrge Comm Cust Charge	1a Revenue Adj	(2,061.54)
4812	Gas L Comm Sales	412819	Gas Sales-Unbill-Lrge Comm Dist Charge	1a Revenue Adj	932.78
4812 Total					(17,216.85)
4814	Gas SV Ind Sales	412309	Ind-Rev Related Taxes Recovered	1a Revenue Adj	(3,808.74)
4814	Gas SV Ind Sales	412310	Ind-Gas Cost Adj	1a Revenue Adj	(121,465.01)
4814	Gas SV Ind Sales	412335	Ind - State GRT	1a Revenue Adj	(1,618.88)
4814	Gas SV Ind Sales	412337	Nat Gas Sales-Ind-Storage Inventory Char	1a Revenue Adj	(366.46)
4814	Gas SV Ind Sales	412803	Gas Sales-Unbilled-S Ind Gas Cost Rec	1a Revenue Adj	2,861.05
4814	Gas SV Ind Sales	412824	Gas Sales-Unbilled-Ind Tax Recovery	1a Revenue Adj	153.38
4814	Gas SV Ind Sales	412270	Industrial-Protected EDIT Refund	1a Revenue Adj	264.12
4814	Gas SV Ind Sales	412307	Ind-Cust Chg/Minimum Bill	1a Revenue Adj	(7,770.30)
4814	Gas SV Ind Sales	412308	Ind-Commodity/Distr Chg	1a Revenue Adj	(16,125.20)
4814	Gas SV Ind Sales	412343	Ind Nat Gas Sales - GRIP	1a Revenue Adj	(2,852.07)
4814	Gas SV Ind Sales	412822	Gas Sales-Unbilled-Ind Customer Charge	1a Revenue Adj	60.71
4814	Gas SV Ind Sales	412823	Gas Sales-Unbilled-Ind Distrib Charge	1a Revenue Adj	470.21
4814 Total					(150,197.19)
4880	Gas Misc Service Rev	443021	Oth Oper Rev-Connect/Disconnect	1a Revenue Adj, 1j GRT	(1,076,400.00)
4880	Gas Misc Service Rev	443022	Oth Oper Rev - Reconnect	1a Revenue Adj, 1j GRT	(160,801.30)
4880	Gas Misc Service Rev	443024	Oth Oper Rev - NSF Check Charge	1a Revenue Adj, 1j GRT	(100,490.00)
4880	Gas Misc Service Rev	443042	Other Op Rev Franch Tax Rec	1a Revenue Adj	(3,022.10)
4880	Gas Misc Service Rev	443023	Oth Oper Rev - Collection Charges	1a Revenue Adj	(195,680.00)
4880	Gas Misc Service Rev	443025	Oth Oper Rev-Misc Service	1a Revenue Adj	(107,665.00)
4880 Total					(1,644,058.40)
4893	Transp Rev-Distrib	412326	Gas Transportation-L Comm State Tax	1a Revenue Adj	(7,323.59)
4893	Transp Rev-Distrib	412327	Gas Transportation-L Comm City Tax	1a Revenue Adj	(43,449.05)
4893	Transp Rev-Distrib	412328	Gas Transportation-S Ind State Tax	1a Revenue Adj	(3,034.14)
4893	Transp Rev-Distrib	412329	Gas Transportation-S Ind City Tax	1a Revenue Adj	(12,498.52)
4893	Transp Rev-Distrib	420012	Gas Transp UB Other-Assoc Co	1a Revenue Adj	2,235.72
4893	Transp Rev-Distrib	420015	Gas Tran Rev-L Comm-Stat Tax(VOG)Assoc	1a Revenue Adj	(3,896.68)
4893	Transp Rev-Distrib	420019	Gas Tran Rev-S Ind-City Tax(VOG)-Assoc	1a Revenue Adj	(6,951.08)
4893	Transp Rev-Distrib	420020	Gas Tran Rev-S Ind-Stat Tax(VOG)-Assoc	1a Revenue Adj	(1,583.16)
4893	Transp Rev-Distrib	420027	Gas Tran Rev-L Comm-City Tax(VOG)-Assoc	1a Revenue Adj	(29,538.92)
4893	Transp Rev-Distrib	421021	Gas Transp-Unbilled Tax Recovery	1a Revenue Adj	(3,808.23)
4893	Transp Rev-Distrib	412320	Gas Transportation - Commercial Admin Fe	1a Revenue Adj	(395,317.00)
4893	Transp Rev-Distrib	412321	Gas Transportation - Industrial Admin Fe	1a Revenue Adj	(163,454.00)
4893	Transp Rev-Distrib	412322	Gas Transportation-Comm-Cust Chg	1a Revenue Adj	(559,812.68)
4893	Transp Rev-Distrib	412323	Gas Transportation-Comm-Distr Chg	1a Revenue Adj	(602,817.77)
4893	Transp Rev-Distrib	412324	Gas Transportation-Ind-Cust Chg	1a Revenue Adj	(119,746.60)
4893	Transp Rev-Distrib	412325	Gas Transportation-Ind-Distr Chg	1a Revenue Adj	(307,509.55)
4893	Transp Rev-Distrib	420011	Gas Tran Rev-L Comm-Cust Chg-Assoc Comp	1a Revenue Adj	(269,206.40)
4893	Transp Rev-Distrib	420017	Gas Tran Rev-S Ind-Dist Chg-Assoc Comp	1a Revenue Adj	(163,107.32)
4893	Transp Rev-Distrib	420026	Gas Tran Rev-L Comm-Dist Chg-Assoc Comp	1a Revenue Adj	(275,993.75)
4893	Transp Rev-Distrib	420028	Gas Tran Rev-S Ind-Cust Chg-Assoc Comp	1a Revenue Adj	(60,029.00)
4893	Transp Rev-Distrib	420032	Gas Trans Rev-Comm Admin Fee - Assoc Com	1a Revenue Adj	(199,952.50)
4893	Transp Rev-Distrib	420033	Gas Trans Rev-Indust Admin Fee - Assoc.	1a Revenue Adj	(84,665.00)
4893	Transp Rev-Distrib	420040	Gas Transp UB Margin Assoc Co	1a Revenue Adj	(8,302.76)
4893	Transp Rev-Distrib	421051	Gas Transp-Unbilled Margin	1a Revenue Adj	(5,036.68)
4893	Transp Rev-Distrib	421098	Transport Unbilled Customer Charge	1a Revenue Adj	(4,578.64)
4893	Transp Rev-Distrib	421145	Transp UB Distribution Charge	1a Revenue Adj	(17,115.15)
4893	Transp Rev-Distrib	421146	Transp UB Admin Charge	1a Revenue Adj	(3,709.99)
4893	Transp Rev-Distrib	421148	Transp UB Customer Charge Assoc.	1a Revenue Adj	(981.60)
4893	Transp Rev-Distrib	421149	Transp UB Distribution Charge Assoc.	1a Revenue Adj	10,295.65

4893	Transp Rev-Distrib	421150	Transp UB Admin Charge Assoc.	1a Revenue Adj	(204.70)
4893 Total					(3,341,093.09)
4930	Rent From Gas Prop	489010	Property Rental Revenues	1a Revenue Adj	(9,092.22)
4930 Total					(9,092.22)
4950	Other Gas Revs	443014	Oth Oper Rev-Pipeline Safety Fee	1a Revenue Adj	(151,211.47)
4950	Other Gas Revs	443110	Oth Oper Rev- Rate Case Expense Surcharge	1a Revenue Adj	(118,522.66)
4950	Other Gas Revs	443120	Oth Oper Rev-Hurricane Cost Surcharge	1a Revenue Adj	2.49
4950	Other Gas Revs	443138	Oth Oper Rev-Gas Marketing Programs	1a Revenue Adj	(9,340.00)
4950	Other Gas Revs	443270	Oth Oper Rev-Line Break Settle-Gas	1a Revenue Adj	(54,357.03)
4950 Total					(333,428.67)
8040	Gas City Gate Purch	504010	COG-Nat Gas Purch-Assoc Co	1b Gas Purchases	202,288.26
8040	Gas City Gate Purch	504019	COG-Other-Assoc Co	1b Gas Purchases	290,835.43
8040	Gas City Gate Purch	504024	COG-Cash Out - Associated Compan	1b Gas Purchases	46,193.58
8040	Gas City Gate Purch	504030	COG - COG - Estimate - Assoc. Co.	1b Gas Purchases	(48,302.93)
8040	Gas City Gate Purch	504054	COG-Nat Gas Purchase - Assoc Co. - Suppl	1b Gas Purchases	5,537.82
8040	Gas City Gate Purch	504056	COG-Cash-out Estimate Assoc Co.	1b Gas Purchases	(12,048.18)
8040	Gas City Gate Purch	505007	COG-WMBE Suppliers	1b Gas Purchases	1,134,146.59
8040	Gas City Gate Purch	505008	COG-On System Transport Imbalance Settle	1b Gas Purchases	16,514.78
8040	Gas City Gate Purch	505010	COG-Nat Gas Purchases	1b Gas Purchases	10,954,657.03
8040	Gas City Gate Purch	505034	COG-Profit Sharing	1b Gas Purchases	(4,237.50)
8040	Gas City Gate Purch	505172	Estimate - Gas Cost - R&C	1b Gas Purchases	326,013.08
8040	Gas City Gate Purch	505222	COG-Nat Gas Purchase - Supplier Demand	1b Gas Purchases	1,184,312.01
8040 Total					14,095,909.97
8051	Pur Gas Adjustments	505020	COG-Other-PGA/GSR Deferrals	1b Gas Purchases	2,454,419.20
8051	Pur Gas Adjustments	505021	COG-Other-Measurement & Oth Adj	1b Gas Purchases	(1,120,519.91)
8051	Pur Gas Adjustments	505163	COG - N Gas Over/Under - Residential	1b Gas Purchases	(42,703.33)
8051 Total					1,291,195.96
8081	Gas Storage - Debit	505032	COG-Storage Withdraw- Commodity	1b Gas Purchases	2,334,389.84
8081 Total					2,334,389.84
8082	Gas Storage - Credit	505031	COG-Storage Injection- Commodity	1b Gas Purchases	(1,922,803.77)
8082 Total					(1,922,803.77)
8580	Transmission of Gas	504016	COG-Pipeline Svcs-Assoc Co	1b Gas Purchases	739,959.78
8580	Transmission of Gas	507513	Gas Transp Exp-Commodity	1b Gas Purchases	1,630,509.02
8580	Transmission of Gas	507514	Gas Transp Exp - Demand	1b Gas Purchases	14,304,686.64
8580	Transmission of Gas	507517	Gas Transp Exp-Commodity Storage	1b Gas Purchases	14,042.25
8580	Transmission of Gas	507519	Gas Transp Exp-Reservation Storage	1b Gas Purchases	1,479,779.99
8580 Total					18,168,977.68
8700	Oper Supv & Eng	Other	Other		692,030.05
8700	Oper Supv & Eng	522062	Employ Rel Exp-Bus Entertainment	1g Sponsor	2,745.35
8700 Total					694,775.40
8710	Distr Load Dispatch	Other	Other		43,447.24
8710 Total					43,447.24
8740	Mains & Services Exp	Other	Other		3,438,275.61
8740	Mains & Services Exp	522062	Employ Rel Exp-Bus Entertainment	1g Sponsor	6.34
8740 Total					3,438,281.95
8760	Meas & Reg Sta Exps	Other	Other		57,278.16
8760 Total					57,278.16
8780	Meter & House Reg	Other	Other		1,534,372.52
8780 Total					1,534,372.52
8790	Customer Install Exp	Other	Other		1,490,687.26
8790	Customer Install Exp	522062	Employ Rel Exp-Bus Entertainment	1g Sponsor	6.34
8790 Total					1,490,693.60
8800	Other Utility Expense	Other	Other		1,831,446.84
8800 Total					1,831,446.84
8810	Rents	Other	Other		301,947.78
8810 Total					301,947.78
8850	Maint Supv & Eng	Other	Other		692,922.76
8850	Maint Supv & Eng	522062	Employ Rel Exp-Bus Entertainment	1g Sponsor	2,745.35
8850 Total					695,668.11
8870	Maintenance of Mains	Other	Other		2,206,959.18
8870	Maintenance of Mains	522062	Employ Rel Exp-Bus Entertainment	1g Sponsor	50.65
8870 Total					2,207,009.83
8890	Maint of Meas & Reg	Other	Other		257,027.44
8890 Total					257,027.44
8900	Maint-Meas & Reg Sta	Other	Other		28,228.30
8900 Total					28,228.30
8910	Maint-Meas & Reg-Cit	Other	Other		4,995.91
8910 Total					4,995.91
8920	Maint of Services	Other	Other		1,298,228.42
8920	Maint of Services	522062	Employ Rel Exp-Bus Entertainment	1g Sponsor	56.99

8920 Total					1,298,285.41
8930	Maint-Mtr & Hous Reg	Other	Other		646,018.77
8930	Maint-Mtr & Hous Reg	522062	Employ Rel Exp-Bus Entertainment	1g Sponsor	6.31
8930 Total					646,025.08
8940	Maint of Oth Equip	Other	Other		355,765.00
8940 Total					355,765.00
4250	Misc Amort	Other	Other		21,401.46
4250 Total					21,401.46
9010	Supervision	Other	Other		355,454.13
9010	Supervision	522062	Employ Rel Exp-Bus Entertainment	1g Sponsor	1,372.63
9010 Total					356,826.76
9020	Meter Reading Exp	Other	Other		414,235.85
9020 Total					414,235.85
9030	Cust Records & Colle	Other	Other		2,761,744.38
9030 Total					2,761,744.38
9040	Uncollectible Accts	Other	Other		537,519.03
9040	Uncollectible Accts	562065	Cust&Mktg Exp-Bad Debts-Gas Costs	1k Bad Debt Exp	43,898.93
9040 Total					581,417.96
9090	Info & Instruc Adv	Other	Other		197,206.55
9090 Total					197,206.55
9100	Misc Cust Srv & Info	Other	Other		22,038.48
9100 Total					22,038.48
9110	Supervision	Other	Other		22,038.48
9110 Total					22,038.48
9120	Demo & Selling Exps	Other	Other		5,076.58
9120 Total					5,076.58
9160	Misc Sales Exps	Other	Other		1,155.00
9160 Total					1,155.00
9200	Admin & Gen Salaries	Other	Other		432,449.34
9200 Total					432,449.34
9210	Office Supplies & Ex	Other	Other		741,097.79
9210	Office Supplies & Ex	522062	Employ Rel Exp-Bus Entertainment	1g Sponsor	18.49
9210 Total					741,116.28
9230	Outside Services Emp	Other	Other		74,264.72
9230 Total					74,264.72
9240	Property Insurance	Other	Other		37,457.32
9240 Total					37,457.32
9250	Injuries & Damages	Other	Other		366,261.44
9250 Total					366,261.44
9260	Empl Pensions&Ben	Other	Other		4,123,027.25
9260 Total					4,123,027.25
9280	Regulatory Comm Exp	704090	Amort Exp-Rate Case Expenses	1h Rate Case Exp	118,228.97
9280 Total					118,228.97
9301	Gen Advertising Exp	Other	Other		37,867.39
9301 Total					37,867.39
9302	Misc General Exps	Other	Other		3,569,111.53
9302	Misc General Exps	550080	A & G Exp-Club Membership & Exp	1g Sponsor	8,870.00
9302	Misc General Exps	566030	Sponsorships/Contributions	1g Sponsor	14,567.46
9302 Total					3,592,548.99
9310	Rents	Other	Other		53,270.12
9310 Total					53,270.12
9320	Maint Gen Plant	Other	Other		41,843.77
9320 Total					41,843.77
Grand Total					201,396,422.84

CenterPoint Energy
 South Texas Division
 For the Test Year Ended December 31, 2020

FERC ACCT	FERC Description	South Texas	Income Statement
1010	Plant in service	392,039,928.67	
1060	Comp Const Not Class	11,073,207.41	
1070	Constr Work in Prog	8,546,262.38	
1080	Acc Prov For Depr	(98,902,267.28)	
1110	Acc Prov-Amort Plt	(1,841,558.06)	
1140	Acquisition Adj	695,547.48	
1150	Amort Acq Adj	(304,970.81)	
1421	Customer A/R - Commodity	10,684.95	
1430	Other Accts Rec	136,250.00	
1441	Acc Prov Uncoll-Commodity	(1,700,014.74)	
1444	Acc Prov Un A/R - Other	(28,268.52)	
1540	Matls Oper Supplies	1,343,256.64	
1630	Stores Exp Undist	25,075.58	
1641	Gas Str Undrgrnd-Cur	1,023,083.60	
1650	Prepayments	7,623.20	
1730	Accrued Util Rev	7,245,359.62	
1823	Oth Regulatory Asset	4,762,198.90	
1840	Clearing Accts	(408,457.38)	
1860	Misc Deferred Debits	1,400,000.00	
1900	Acc Deferred Inc Tax	(370,477.00)	
1910	Unrec Pur Gas Csts	1,628,144.24	
2160	Unap Rtn Earnings	(56,264,752.75)	
2282	AccumProv-Inj/Damage	(4,072,116.78)	
2300	Asset Retirement Obligtns	(18,808,992.92)	
2320	Accounts Payable	(5,029,103.76)	
2360	Taxes Accrued	(2,000,163.33)	
2370	Interest Accrued	(68,028.06)	
2420	Misc Curr & Acc Liab	678.51	
2530	Oth Defered Credits	(2,368.48)	
2540	Oth Regulatory Liab	(26,092,898.60)	
2820	Def Inc Tax-Oth Prop	(237,146.55)	
4030	Depreciation	11,164,854.41	Depreciation & Amortization
4043	Amrt Lmt-Trm Gas Plantt	8,937.72	Depreciation & Amortization
4050	Amort Other Plant	691,527.72	Depreciation & Amortization
4074	Unrec Reg Exp-Credit	(306,362.36)	Depreciation & Amortization
4081	Other Taxes-Non-Inc	7,928,438.23	Depreciation & Amortization
4091	Inc Taxes-Oper Inc	1,454,505.00	Taxes Other Than Income Taxes
4101	Prov For Def Inc Tax	652,703.00	Federal Income Tax
4170	Rev-Nonutility Oper	(192,607.46)	Federal Income Tax
4191	AFUDC Other	(365,020.45)	

4250	Misc Amort	21,401.46	
4261	Donations	24,637.74	
4263	Penalties	82,672.26	
4264	Expd For Civic Act	143,588.11	
4265	Other Deductions	13,282.47	
4300	In-Debt To Assoc Cos	3,037,901.93	
4310	Other Interest Exp	(87,497.76)	
4320	Borrowed AFUDC-CR	(184,369.56)	
4390	Adj To Retained Earn	81,747.02	
4800	Gas Residential Sale	(69,418,212.67)	Gas Sales Revenues
4811	Gas S Comm Sales	(24,499,327.59)	Gas Sales Revenues
4812	Gas L Comm Sales	(17,216.85)	Gas Sales Revenues
4814	Gas SV Ind Sales	(150,197.19)	Gas Sales Revenues
4880	Gas Misc Service Rev	(1,644,058.40)	Gas Sales Revenues
4893	Transp Rev-Distrib	(3,341,093.09)	Other Operating Revenues
4930	Rent From Gas Prop	(9,092.22)	Other Operating Revenues
4950	Other Gas Revs	(333,428.67)	Other Operating Revenues
8040	Gas City Gate Purch	14,095,909.97	Manufactured Gas Production
8051	Pur Gas Adjustments	1,291,195.96	Manufactured Gas Production
8081	Gas Storage - Debit	2,334,389.84	Manufactured Gas Production
8082	Gas Storage - Credit	(1,922,803.77)	Manufactured Gas Production
8580	Transmission of Gas	18,168,977.68	Transmission of Gas
8700	Oper Supv & Eng	694,775.40	Division Operations Expenses
8710	Distr Load Dispatch	43,447.24	Division Operations Expenses
8740	Mains & Services Exp	3,438,281.95	Division Operations Expenses
8760	Meas & Reg Sta Exps	57,278.16	Division Operations Expenses
8780	Meter & House Reg	1,534,372.52	Division Operations Expenses
8790	Customer Install Exp	1,490,693.60	Division Operations Expenses
8800	Other Utility Expense	1,831,446.84	Division Operations Expenses
8810	Rents	301,947.78	Division Operations Expenses
8850	Maint Supv & Eng	695,668.11	Division Maintenance Expenses
8870	Maintenance of Mains	2,207,009.83	Division Maintenance Expenses
8890	Maint of Meas & Reg	257,027.44	Division Maintenance Expenses
8900	Maint-Meas & Reg Sta	28,228.30	Division Maintenance Expenses
8910	Maint-Meas & Reg-Cit	4,995.91	Division Maintenance Expenses
8920	Maint of Services	1,298,285.41	Division Maintenance Expenses
8930	Maint-Mtr & Hous Reg	646,025.08	Division Maintenance Expenses
8940	Maint of Oth Equip	355,765.00	Division Maintenance Expenses
9010	Supervision	356,826.76	Customer Accounts Expense
9020	Meter Reading Exp	414,235.85	Customer Accounts Expense
9030	Cust Records & Colle	2,761,744.38	Customer Accounts Expense
9040	Uncollectible Accts	581,417.96	Customer Accounts Expense
9090	Info & Instruc Adv	197,206.55	Customer Accounts Expense
9100	Misc Cust Srv & Info	22,038.48	Customer Accounts Expense
9110	Supervision	22,038.48	Customer Accounts Expense

9120	Demo & Selling Exps	5,076.58	Customer Accounts Expense
9160	Misc Sales Exps	1,155.00	Customer Accounts Expense
9200	Admin & Gen Salaries	432,449.34	Administrative & General Expenses
9210	Office Supplies & Ex	741,116.28	Administrative & General Expenses
9230	Outside Services Emp	74,264.72	Administrative & General Expenses
9240	Property Insurance	37,457.32	Administrative & General Expenses
9250	Injuries & Damages	366,261.44	Administrative & General Expenses
9260	Empl Pensions&Ben	4,123,027.25	Administrative & General Expenses
9280	Regulatory Comm Exp	118,228.97	Administrative & General Expenses
9301	Gen Advertising Exp	37,867.39	Administrative & General Expenses
9302	Misc General Exps	3,592,548.99	Administrative & General Expenses
9310	Rents	53,270.12	Administrative & General Expenses
9320	Maint Gen Plant	41,843.77	Administrative & General Expenses
	Grand Total	201,396,422.84	

RAILROAD COMMISSION OF TEXAS


GAS RELIABILITY INFRASTRUCTURE §
PROGRAM ("GRIP") INTERIM RATE §
ADJUSTMENT FOR CENTERPOINT §
ENERGY RESOURCES CORP., D/B/A §
CENTERPOINT ENERGY ENTEX AND §
CENTERPOINT ENERGY TEXAS GAS – §
SOUTH TEXAS DIVISION §

GAS UTILITIES DOCKET
NO. _____

AFFIDAVIT OF TAL R. CENTERS, JR.

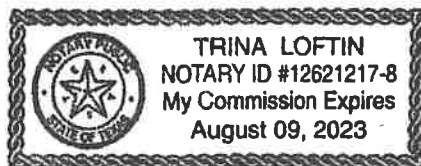
BEFORE ME, the undersigned authority, on this day personally appeared Tal R. Centers, Jr., known to me to be the person whose name is subscribed below, and being by me first duly sworn, stated upon oath as follows:

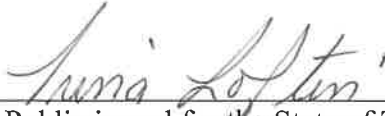
1. "My name is Tal R. Centers, Jr. I am Vice President Regional Operations for CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (the "Company"), a position I assumed in February, 2019. My positions with the Company have included VP – Environmental Safety and Training, VP – Engineering and System Integrity, and VP – Regional Gas Operations Minnesota. I have over 35 years of experience in the utility industry. I am fully competent to make this affidavit, and each statement of fact herein is true of my own personal knowledge.
2. In every instance in which the Company is eligible for reimbursement of relocation expenses from a governmental entity or a non-governmental entity, it has aggressively pursued reimbursement to the fullest extent possible."



Tal R. Centers, Jr.

SUBSCRIBED AND SWORN TO BEFORE ME on this 8th day of February, 2021.





Notary Public in and for the State of Texas
My commission expires: 8/9/2023

RAILROAD COMMISSION OF TEXAS

GAS RELIABILITY INFRASTRUCTURE §
PROGRAM ("GRIP") INTERIM RATE §
ADJUSTMENT FOR CENTERPOINT §
ENERGY RESOURCES CORP., D/B/A §
CENTERPOINT ENERGY ENTEX AND §
CENTERPOINT ENERGY TEXAS GAS - §
SOUTH TEXAS DIVISION §

GAS UTILITIES DOCKET
NO. _____

AFFIDAVIT OF KRISTIE COLVIN

BEFORE ME, the undersigned authority, on this day personally appeared Kristie Colvin, known to me to be the person whose name is subscribed below, and being by me first duly sworn, stated upon oath as follows:

1. "My name is Kristie Colvin. I am Senior Vice President and Chief Accounting Officer for CenterPoint Energy, Inc. ("CNP" or the "Company"), a position I assumed in September, 2014. Prior to this position, I served as Division Vice President of Finance, Regulated Operations from July 2010 to September 4, 2014. I have over 31 years of experience in accounting and finance positions at CenterPoint Energy. I am a Certified Public Accountant in the State of Texas. I am fully competent to make this affidavit, and each statement of fact herein is true of my own personal knowledge.
2. The Company keeps its books and records in accordance with the Rules of the Railroad Commission of Texas, and in accordance with the Federal Energy Regulatory Commission's (FERC) Uniform System of Accounts (USOA) prescribed for Natural Gas Companies subject to the Provisions of the Natural Gas Act (as amended from time to time) (FERC USOA) for all operating and reporting purposes, unless authorized to depart from such system of accounts by the applicable regulatory authorities.
3. I have reviewed the schedules filed by the Company in this docket. These schedules are accurate summaries of the amounts contained in the Company's books and records for the period between January 1, 2020, and December 31, 2020.

Kristie Colvin

Kristie Colvin

SUBSCRIBED AND SWORN TO BEFORE ME on this 11th day of February, 2021.



Sheila R. Matson
Notary Public in and for the State of Texas

My commission expires: 2/10/2022

RAILROAD COMMISSION OF TEXAS

GAS RELIABILITY INFRASTRUCTURE §
PROGRAM ("GRIP") INTERIM RATE §
ADJUSTMENT FOR CENTERPOINT §
ENERGY RESOURCES CORP., D/B/A §
CENTERPOINT ENERGY ENTEX AND §
CENTERPOINT ENERGY TEXAS GAS – §
SOUTH TEXAS DIVISION §

GAS UTILITIES DOCKET
NO. _____

AFFIDAVIT OF BRIAN K. GOWER

BEFORE ME, the undersigned authority, on this day personally appeared Brian K. Gower known to me to be the person whose name is subscribed below, and being by me first duly sworn, stated upon oath as follows:

1. "My name is Brian K. Gower. I am Director of Customer Billing for CenterPoint Energy Service Company, LLC, a position I assumed in February, 2019. I have 18 years of experience in the natural gas utility industry. I am fully competent to make this affidavit, and each statement of fact herein is true of my own personal knowledge.
2. Notice of the filing in this proceeding will be accomplished for residential, small commercial and large volume customers by bill insert scheduled to be processed as soon as practicable following Railroad Commission approval of the form of notice. As a result, notice will be completed within 45 days of the filing; fulfilling the requirements under Section 104.301 (a) of the Texas Utilities Code.

Brian K Gower

Brian K. Gower

SUBSCRIBED AND SWORN TO BEFORE ME on this 11th day of February, 2021.

LeeAnn Collier

Notary Public in and for the State of Indiana

My commission expires 11/11/23



LEEANN COLLIER
Resident of Vanderburgh Co., IN
Commission #: 675425
Commission Expires: Nov. 11, 2023



CITY OF KYLE, TEXAS

Pool Repair

Meeting Date: 3/16/2021

Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a Purchase Order to THE BRANDT COMPANIES, LLC., through BuyBoard purchasing cooperative contract #638-21, for an estimated amount of \$20,000.00 to investigate and repair damages in the plumbing system located underground and inside walls at the James Adkins Pool. Final repair costs may exceed the initial cost estimate. ~ *Mariana Espinoza, Director of Parks & Recreation*

Other Information:

Legal Notes:

Budget Information: Funding is available in the approved CIP budget for Fiscal Year 2020-2021 as follows:

- 1720-65300-572350 \$20,000.00

ATTACHMENTS:

Description

- Brandt Proposal



Estimate: #21-00035772

BuyBoard Contract # 638-21

March 4, 2021

City of Kyle
1100 West Center Street
Kyle, TX 78640

Attn: Arthur Zamarripa

SUBJECT: City of Kyle - Pool Leaks

Thank you for the opportunity to offer our Proposal for the above subject project.

Due to the nature and extent of the unknown repairs that may be necessary, Brandt suggests performing an investigation on a time & material basis in order to propose an accurate cost for this project. During the investigation, Brandt will open the CMU walls to expose domestic water piping and determine exactly how much piping will need to be replaced. Once we have completed the investigation, Brandt will submit a proposal with a lump sum cost. See summary pricing for our T&M rates. We anticipate the investigation to take 1 week to complete.

I. SCOPE OF WORK:

1. Labor, material and equipment to remove one side of existing CMU wall in order to expose damages and routing of Domestic Water piping.
2. Create a scope of work based on investigation findings and propose a lump sum proposal to repair and replace any damaged plumbing.

II. EXCLUSIONS:

1. Overtime or afterhours work.
2. HVAC and Plumbing Insulation.
3. Mechanical, Electrical or Structural Engineering services.
4. Repairs due to existing Code violations.
5. Installation of barricades or plastic sheeting for safety, noise or dust control.
6. Patching, painting or touch-up of any floors, walls or ceilings.
7. Painting or priming of equipment, fixtures, ductwork or piping.
8. Installation of heat tracing for exposed piping.
9. Toilet room partitions, handicap hardware, or sanitary accessories.
10. Sterilization or chlorination of domestic water systems.
11. Asbestos and mold testing, removal or remediation.
12. Hazardous waste removal if encountered.
13. Any building utilities or services beyond a 5'-0" stub out.
14. Density tests or x-ray of structure.

AUSTIN	DALLAS	FORT WORTH	HOUSTON	SAN ANTONIO	WACO
19001 N. Heatherwilde Blvd, Ste. 120 Pflugerville, TX 78660 512.491.9100 TACLA 30430C TECL 20109 M 41312	1728 Briercroft Court Carrollton, TX 75006 972.395.6000 TACLA 19981C TECL 20109 M 40211	2502 Gravel Drive Fort Worth, TX 76118 817.626.0033 TACLA 00060298C TECL 20109 M 40211	13810 Hollister Drive, Ste. 100 Houston, TX 77086 832.714.3200 TACLA 15221C TECL 20109 M 40245	6023 Corridor Parkway, Ste. 100 Schertz, TX 78154 210.599.6120 TACLA 18441C TECL 20109 M 41312	205 Schroeder Dr. Waco, TX 76710 254.772.1693 TACLA 26979C TECL 20109 M 41312



III. CLARIFICATIONS:

1. Summary Pricing is based on hourly rates in order to bill for time and material to investigate domestic water piping within CMU wall. Any additional work performed by direction of owner or through discovery and/or code compliance will be submitted and approved prior to commencement of work.
2. Due to the current volatility in commodity material costs that underlies our pricing, Brandt's proposal will expire 30 days from the date above. After that period, Brandt's pricing is subject to adjustment to reflect any increase in commodity material costs at the time of acceptance.
3. Brandt's proposal is conditioned upon prompt award of the project contract, in sufficient time to allow approval of submittals and procurement of materials and equipment in order to meet the project schedule.
4. Brandt reserves the right to review and approve all contract conditions as a condition of this proposal offer. Brandt's proposal is an offer expressly conditioned upon the parties reaching mutually-agreeable contract terms, including but not limited to a waiver of or reasonable cap on liability for any consequential damages from any source. Any language in the contract documents that purports to exclude or supersede the conditions of this proposal is expressly rejected.
5. Brandt will promptly submit pricing for any changes, modifications, or additions to the scope of work set out in this proposal. Brandt will not be required to proceed with any changed/additional/modified work until it receives a signed change order at a mutually-agreed upon price. If Brandt is directed to proceed and time is of the essence, Brandt will only be required to perform the changed/additional/modified work upon receiving a signed "time and materials" work order. The cost and Brandt's fee for this T&M work may be billed during the billing period in which the work is performed and will be due and paid within 30 days. Brandt's proposal is expressly conditioned up on the acceptance of this provision and this provision is incorporated by reference into any applicable contract documents and supersedes any provision to the contrary in those contract documents.



IV. SUMMARY PRICING:

1. Brandt's rough order of magnitude to perform the investigation on T&M will be approximately **\$20,000.**

CITY OF KYLE - POOL LEAKS PROJECT

03/04/2021

<u>TYPE / TRADE</u>	<u>Per Hour</u>
All Rates are Standard Time	
Project Manager	\$115.00
Supervisor	\$115.00
BRANDT LICENCE PLUMBERS	
Master	\$115.00
Journeyman	\$110.00
Apprentice	\$ 85.00

Please do not hesitate to call if you need clarification or have any questions. This Estimate is valid for 30 days.

Sincerely,

JAMES KING | SERVICE ACCOUNT MANAGER

THE BRANDT COMPANIES, LLC

D 512.491.9100 | M 512.470.1391

james.king@brandt.us | www.brandt.us





Brandt's Proposal is conditioned upon the following terms and conditions, which are incorporated by reference and, together with the Proposal, form the Contract between the parties:

1. **Warranty.** Brandt shall furnish to Customer all manufacturers' parts and equipment warranties received by Brandt. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in parts or materials supplied by Brandt that are not covered under a manufacturer's warranty and that are adversely affecting the performance of the equipment installed by Brandt, if any. Brandt warrants to Customer that all labor performed or provided shall be performed by licensed personnel, if required by applicable law, and will be performed in a good workman like manner. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in workmanship that is adversely affecting the performance of the equipment installed by Brandt, if any.

2. **Insurance.** So long as any of the Work remains to be completed, Brandt shall, at Brandt's sole cost and expense, carry and maintain in full force and effect, the following insurance coverages:
(A) Workers' compensation insurance coverage on all individuals employed upon or about the Property according to the requirements of the laws of the State of Texas;

(B) General liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$1M each occurrence; \$1M personal/advertising injury; \$10M general aggregate; \$2M products/completed operations aggregate; \$10,000 medical expense (any one person)).

The policies will be issued by companies reasonably acceptable to Customer. In the event of any covered loss, or upon Customer's reasonable request, Brandt shall deliver to Customer copies of the insurance policies. Brandt and Customer mutually agree to a waiver by their respective insurer(s) of any and all rights to subrogation.

3. **Hoisting/Rigging Operations.** Prior to the use of heavy commercial hoisting or rigging equipment that could potentially cause damage to the Property or injury, Brandt will notify Customer in writing and shall not proceed without Customer's prior written consent. While all precautions will be exercised to protect Customer's Property, Brandt will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, except to the extent that the damage is caused by Brandt's gross negligence or willful misconduct.

4. **Work Hours.** Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 7:00 am to 3.30 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, Customer agrees to pay the Brandt's standard overtime charge rates.

5. **Payments.** Customer agrees to pay Brandt all sums due with respect to this Proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by Brandt within thirty (30) days following billing, such payment shall be considered past due. Beginning with the thirty-first (31st) day following billing, such payment shall bear interest at the maximum rate allowable



by law until payment is received. If default is made in the payment of any sums due hereunder and it becomes necessary that this Contract be placed in the hands of an attorney for collection, Customer agrees to pay to Brandt all costs of collection, including reasonable attorney's fee. Brandt shall have the right to cancel this Contract at any time, upon five (5) business days' written notice, if payments as called for herein are not made.

6. **Cancellation.** This Contract may be cancelled by either party upon thirty (30) day written notice. In the event of cancellation by the Customer, Brandt reserves the right to invoice and be paid for work performed through cancellation date.
7. **No Liability from System Design or Existing Equipment Installation.** Unless Brandt was the engineer of record for the existing system design under a prior and separate construction/design-build contract or system design is expressly included within the scope of the Proposal (and, in either case, to the extent of that design), Customer acknowledges and stipulates that Brandt did not select, advise Customer regarding, engineer, design or install the system, equipment or any component part thereof to be maintained under this Contract. Accordingly, Brandt shall not be liable in any capacity, under any theory of recovery for any claims or damages related to or originating from prior or existing defects, deficiencies, injuries, or damage (whether to the system, equipment or Property) associated therewith or as a result of prior ineffective maintenance. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery in accordance with the terms of the Contract.
8. **No Liability for Incidental Microbiological Growth/Mold.** Customer acknowledges that the Heating, Ventilation, and Air-Conditioning equipment and systems repaired or serviced as a part of this Contract may, under certain conditions, become conducive to or incidentally support microbiological growth. Brandt assumes no liability for nor warrants its work to protect against, eliminate or inhibit any type of incidental microbiological growth including, but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery and to take measures to discourage such growth as required and in accordance with the terms of the Contract.
9. **Mutual Waiver of Consequential and Punitive Damages.** Notwithstanding any provision to the contrary herein, Customer and Brandt mutually and expressly waive all claims (including, but not limited to, pass-through claims by Owner or Brandt) against one another for consequential damages regardless of the basis of the claim or the theory of recovery upon which such claim may be based. These damages include, but are not limited to lost revenue and profit, loss of goodwill, loss of use or opportunity, cost of substitute goods, services or facilities and cost of capital, regardless of the foreseeability of such damages. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to waive claims for and recovery of such damages on behalf of the property owner as well as for itself.
10. **Indemnity.** To the fullest extent permitted by law, to the PROPORTIONATE extent OF CUSTOMER'S AND Brandt's RESPECTIVE negligence and except as otherwise limited herein, CUSTOMER AND BRANDT agree to indemnify, defend, and hold ONE ANOTHER AND THEIR RESPECTIVE officers,



BRANDT

directors, agents, assigns, successors and employees HARMLESS against all claims and damages, losses and expenses (including, but not limited to, REASONABLE attorney's fees) arising out of OR RELATED TO the performance of this contract. NOTWITHSTANDING THE FOREGOING PROVISION, THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTIONS 7-10 ABOVE.

- 11. Hazardous Materials.** Brandt shall bear no responsibility or liability for the identification or removal of hazardous waste, chemical or substances existing on or at the job site (including, but not limited to, asbestos) which were not created or brought onto the site by Brandt. Should Brandt discover such hazardous waste, chemicals or substances on or at the site, Brandt shall (without any penalty for associated delay) immediately stop work and notify Customer, who shall have sole and exclusive responsibility for rectifying or remediating the hazardous waste, chemical or substance. Brandt shall not return to work until Customer has provided written confirmation that the hazardous waste, chemical or substance has been removed or remediated and it is safe for Brandt to resume the Work. **NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CUSTOMER EXPRESSLY AGREES TO INDEMNIFY AND HOLD BRANDT HARMLESS FROM ANY AND ALL CLAIMS INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH THAT MAY BE BROUGHT AGAINST BRANDT IN CONNECTION WITH THE EXISTENCE OF OR EXPOSURE TO HAZARDOUS WASTE, CHEMICALS OR SUBSTANCES EXISTING AT OR ON THE SITE. THIS INDEMNITY APPLIES REGARDLESS OF THE BASIS FOR THE CLAIM, REGARDLESS OF WHO EMPLOYS THE CLAIMANT AND REGARDLESS OF THE TYPE OF DAMAGES SOUGHT OR BY WHOM SUCH DAMAGES ARE SOUGHT.**
- 12. Dispute Resolution and Governing Law.** This Contract shall be interpreted and construed according to the laws of the State of Texas. Any disputes arising out of or related to this Contract will be resolved by agreement through a meeting of executive representatives of each party. If no resolution can be reached, the dispute will be resolved through binding arbitration before an arbitrator experienced in construction law and according to the rules promulgated by the American Arbitration Association. The parties agree that the arbitration will be commenced within sixty (60) days of occurrence of the meeting of executive representatives. This Contract shall be governed by the laws of the State of Texas without regard to conflicts of laws principles.
- 13. Property Manager.** If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to enter into all of the terms of this Contract including, without limitation, the authority to waive claims for and recovery of consequential (special/indirect/incidental) and punitive damages on behalf of the property owner as well as for itself.
- 14. Entire Agreement.** This Contract constitutes the entire agreement and is not assignable by either party without the express written consent of the other party. This Contract may be modified or amended only by written agreement of both parties.



BRANDT

- 15. **Force Majeure.** Brandt and Customer agree that an extension of time is appropriate if Brandt's work is impacted or delayed under a Force Majeure Event. A Force Majeure Event means an unforeseen event or circumstances beyond the control of an affected Party, and which is not cause by an act or omission of a Party, which results in a delay in, or total or partial failure of, performance of the affected Party (other than in the obligation to make payments) after that Party has taken every reasonable step, including reasonable expenditures of money, to remedy, avoid or limit the impact of the event.

- 16. **Force Majeure-Definition.** Force Majeure Events include Acts of God, severe and unforeseeable weather conditions, earthquakes that cause material damages to the structure requiring an engineering assessment of the damages prior to continued use of the facility or continuation of the Work, war and fire or explosions other than from construction equipment or supplies under control of Brandt. Public health emergencies (including, but not limited to, epidemics and pandemics), declared by a governmental agency shall be treated as Force Majeure Events. Force Majeure Events do not include (i) shortage of, inability to obtain, or increased cost of labor, equipment, materials or transportation, (ii) local strikes, lock-outs, or other industrial disputes or actions between either party and its or their employees, (iii) insolvency or change in economic circumstances, (iv) change in market conditions, (v) changes in laws or regulations affecting the performance of the work that should have been foreseeable or anticipated or that are part of the ordinary cost of doing business, or (vi) events involving a previous or existing condition at or before the Effective Date.

CUSTOMER ACCEPTANCE:

Accepted By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

The Brandt Companies, LLC

Accepted By: _____

Name: _____

Title: _____

Date: _____



CITY OF KYLE, TEXAS

Wastewater Treatment Plant Discharge Permit Amendment - CP&Y Task Order No. 1

Meeting Date: 3/16/2021

Date time: 7:00 PM

Subject/Recommendation: Approve Task Order No. 1 to CP&Y, INC., Austin, Texas in the amount not to exceed \$131,210.00 for amending the City of Kyle's Wastewater Treatment Plant Discharge Permit. ~ *Leon Barba, P.E., City Engineer*

Other Information: The City of Kyle's Wastewater Treatment Plant (WWTP) is currently designed to handle 3.0 Million Gallons per Day (MGD) of wastewater flows. The plant is currently being expanded to meet the maximum flow of 4.5 MGD allowed under the existing permit with TCEQ.

In order to plan for increased growth, CP&Y, Inc. is being tasked with providing engineering services required for amending the City's WWTP discharge permit with TCEQ up to at least 9 MGD or more, if possible.

Legal Notes: N/A

Budget Information: Funding is available in the approved CIP budget for Fiscal Year 2020-2021 as follows:

- 3420-88310-573130 \$131,210.00

ATTACHMENTS:

Description

- ☐ Task Order No. 1

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated November 13, 2020 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____, 2021
- b. Owner: City of Kyle
- c. Engineer: CP&Y, Inc.
- d. Specific Project (title): Wastewater Treatment Plant Discharge Permit Amendment
- e. Specific Project (description): Development of a major amendment to the City of Kyle's Wastewater Treatment Plant Discharge Permit.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
 - Study and Report Services (Exhibit A, Part 1)

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:
 - Set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B of this Task Order.

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the schedule as provided in attachment.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Study and Report Phase (A1.01)	\$131,210.00	Lump Sum
TOTAL COMPENSATION	\$131,210.00	Lump Sum
2. Additional Services (Part 2 of Exhibit A)	(N/A)	(N/A)

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: None.

8. Other Modifications to Agreement and Exhibits: None.

9. Attachments: Exhibit A, Exhibit B, Exhibit C.

10. Other Documents Incorporated by Reference: None.

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2021.

OWNER:
CITY OF KYLE

ENGINEER:
CP&Y, Inc.

By: _____

By: Marisa Vergara

Print Name: Travis Mitchell

Print Name: Marisa Vergara

Title: Mayor

Title: Senior Vice President

Engineer License or Firm's
Certificate No. (if required): F-1741
State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

ATTEST: _____
Jennifer Holm, City Secretary

Name: Ryan Owen

Address: P.O. Box 40, Kyle, Texas 78740

Title: Project Manager

Address: 13809 Research Blvd., Ste. 300
Austin, TX 78750

E-Mail Address: rowen@cpyi.com

Phone: (512) 492-6823

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 *Study and Report Phase Services*

As Basic Services, Engineer shall:

- A. PROJECT MANAGEMENT
 1. Status Updates: Develop monthly project status report to be submitted with monthly invoices
 2. Meetings: Six (6) progress meetings with the City to coordinate project activities. Engineer will prepare an agenda, facilitate, and develop and distribute meeting minutes for each meeting
 3. Internal Coordination: Internal team coordination and perform project administration

- B. FLOW PROJECTIONS AND FACILITY PLANNING
 1. Flow Projections: Develop flow projections for a period of 20 years based on population data and projections, historical flow data, and significant development information provided by the Owner
 2. Discharge Limitations: Review potential impact of increased flows to future discharge limitations
 3. Phasing Plan: Based on the established flow projections, develop a Phasing Plan for future wastewater treatment plant (WWTP) expansion. Phasing plan will include estimated timing and capacity of future expansion(s) over a period of 20 years
 4. Process Review: Review capacity of individual plant components and develop summary of individual process limitations and bottlenecks
 5. Attend one (1) meeting with TCEQ to discuss future expansion and permit limits
 6. Conduct a workshop with City to discuss flow projections and phasing plan
 7. Facility Planning Technical Memorandum (TM): Develop TM summarizing above recommendations for use in substantiating permit amendment

- C. DEVELOP PERMIT AMENDMENT APPLICATION AND SUPPORTING DOCUMENTATION
 1. Data Review: Review of data provided by the City, including past 5-years of monthly WWTP discharge monitoring reports (DMRs), previous TCEQ permit application(s) and correspondence related to the WWTP permit, previous correspondence with property owners and other stakeholders, TCEQ coordination related to WWTP expansion design
 2. Develop documents and exhibits for Major Permit Amendment assuming current limits with updated flows based on Facility Planning TM
 3. Engineer will coordinate with TCEQ for the development and submittal of the Discharge Permit Amendment application:
 - (a) Attend up to two (2) meetings with TCEQ permitting staff
 - (b) Attend up to two (2) meetings with TCEQ water quality and modeling staff
 - (c) Submit completed permit application to TCEQ
 - (d) Respond to TCEQ Questions and Review Comments
 - (e) Publish 1st public notice and submit affidavit and related documents to TCEQ
 - (f) Prepare for and attend one (1) Public Hearing arranged by TCEQ

- (g) Review and provide comments to TCEQ on draft permit and review and respond to revisions as necessary
- (h) Publish 2nd public notice and submit affidavit and related documents to TCEQ

D. DEVELOP PUBLIC INVOLVEMENT PLAN

1. Attend meeting with City Public Information Office (PIO) to coordinate public involvement plan and activities
2. Develop Public Outreach Strategy and provide technical support in coordination with City PIO
3. Stakeholder Coordination:
 - (a) Develop Downstream Property Owners coordination, including responding to questions and attending up to two (2) meetings.
 - (b) Plum Creek Watershed Partnership coordination, including responding to questions and attending up to two (2) meetings
4. Public Involvement Plan TM: Develop TM summarizing public outreach strategy and roles/responsibilities based on coordination with City
5. Public Meeting: Develop exhibits and attend Public Meeting to provide information regarding the proposed Permit Amendment Application

PART 2—ADDITIONAL SERVICES

A2.01 Additional Services Requiring an Amendment to Task Order

- A. Work not described in the basic services must be approved by supplemental amendment by the City before the Engineer undertakes it. If the Engineer is of the opinion that any work is beyond the scope of this Contract and constitutes additional work, the Engineer shall promptly notify the Owner of that opinion, in writing. In the event the City finds that such work does constitute additional work, then the City shall so advise the Engineer, in writing, and shall provide extra compensation to the Engineer for the additional work as provided under a supplemental agreement.

Note: Expenses and fees due to TCEQ or other agencies required for the permit amendment shall be paid by the City directly to the Agency.

This is **EXHIBIT B**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated November 13, 2020.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 Specific Responsibilities

A. Owner shall:

1. Provide the following documents for use in developing the permit amendment, as available:
 - a. Current population projections and/or wastewater flow projections, any other available growth projections and building permits information.
 - b. Crucial information such as FedEx facility and Amazon Warehouse (or any other operations) which are indicators of high growth.
 - c. Provide Discharge Monitoring Reports (DMRs) from the last five (5) years, and any available influent and effluent data analysis.
 - d. Copy of last permit application that was submitted, and correspondence with TCEQ on the most recent permit renewal.
 - e. Any available correspondence with TCEQ indicating future nutrient limits.
 - f. Available documentation/correspondence with property owners or surrounding neighborhood associations, or other stakeholders that is pertinent to the permit amendment.
 - g. Drawings of the current plant expansion and CAD layouts, if available, and any documentation on what anticipated nutrient removals the current plant expansion is designed for.
 - h. Property descriptions, Utility and topographic mapping and surveys, and Property, boundary, easement, right-of-way, and other surveys available for the existing site.
2. Provide sampling and laboratory testing services as may be required by TCEQ for the permit amendment application.
3. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project developed by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of the TCEQ permit amendment process.
4. Review documents presented by Engineer and render in writing timely comments and decisions pertaining thereto.

Exhibit B– Owner's Responsibilities

EJDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated November 13, 2020.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Explanation of Compensation Method

A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services as shown on the following page.
2. The Lump Sum includes compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

**Wastewater Treatment Plant Discharge Permit Amendment
City of Kyle**

Fee Schedule/Budget

Project Phase	Task Description	Notes/Assumptions	Technical Advisor	Project Manager	Project Engineer	Engineer in Training	CAD/GIS Technician	Admin	Total Labor Hours	Total Direct Labor Costs	Total Cost by Phase
			\$265.00	\$195.00	\$175.00	\$125.00	\$95.00	\$70.00			
A.	PROJECT MANAGEMENT										
A.1.	Status Updates	1.5 hrs total per month		12				12	24	\$ 3,180.00	\$ 14,310.00
A.2.	Meetings	6 progress meetings, 1 hr each plus prep & minutes	6	6	6	12			30	\$ 5,310.00	
A.3.	Internal Coordination	2 hrs total per month	6	12	6			12	36	\$ 5,820.00	
B.	FLOW PROJECTIONS AND FACILITY PLANNING										
B.1.	Flow Projections		4	2	8	8			22	\$ 3,850.00	\$ 34,610.00
B.2.	Discharge Limitations		8	2	8	4			22	\$ 4,410.00	
B.3.	Phasing Plan	Includes plan development, review, exhibits	8	2	16	4	16		46	\$ 7,330.00	
B.4.	Process Review	Includes review, calculations, exhibits	8	2	16	8	16		50	\$ 7,830.00	
B.5.	TCEQ Coordination Meeting	1 meeting, plus prep & minutes	2	2	4				8	\$ 1,620.00	
B.6.	Flow Projections and Facility Planning Workshop		4	2	2				8	\$ 1,800.00	
B.7.	Facility Planning Technical Memorandum (TM)	Develop draft and final TM, including exhibits	4	2	16	16	16		54	\$ 7,770.00	
C.	PERMIT AMENDMENT APPLICATION AND DOCUMENTATION										
C.1.	Data Review		2	2	4	4			12	\$ 2,120.00	\$ 59,120.00
C.2.	Develop Permit Amendment Documentation	Task Led by Raj Bhattarai	32	8	60	60	40	8	208	\$ 32,400.00	
C.3.	TCEQ Coordination	Task Led by Raj Bhattarai	40	4	48	28	8	8	136	\$ 24,600.00	
D.	DEVELOP PUBLIC INVOLVEMENT PLAN										
D.1.	Meeting with Public Information Office (PIO)		4	2	2				8	\$ 1,800.00	\$ 23,170.00
D.2.	Develop Public Outreach Strategy		4		8	4			16	\$ 2,960.00	
D.3.	Stakeholder Coordination	4 meetings, responding to stakeholder questions	8	2	12	8			30	\$ 5,610.00	
D.4.	Public Involvement Plan TM	Develop draft and final TM	8	2	16	8		4	38	\$ 6,590.00	
D.5.	Public Meeting	Exhibits & prep, attending, responding to questions	8	2	8	4	16	4	42	\$ 6,210.00	
			156	66	240	168	112	48	790	\$ 131,210.00	\$ 131,210.00

ID	Task Name	Duration	Start	Finish	2021												2022											
					J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S			
1	Wastewater Treatment Plant Discharge Permit Amendment	370 days	Tue 3/16/21	Mon 8/15/22																								
2	Notice to Proceed	0 days	Tue 3/16/21	Tue 3/16/21																								
3	FLOW PROJECTIONS AND FACILITY PLANNING	65 days	Tue 3/16/21	Mon 6/14/21																								
4	Develop flow projections and draft phasing plan	40 days	Tue 3/16/21	Mon 5/10/21																								
5	Workshop with City	0 days	Mon 5/10/21	Mon 5/10/21																								
6	Develop Facility Planning Technical Memorandum	25 days	Tue 5/11/21	Mon 6/14/21																								
7	Submit Facility Planning TM	0 days	Mon 6/14/21	Mon 6/14/21																								
8	PERMIT AMENDMENT APPLICATION AND DOCUMENTATION	370 days	Tue 3/16/21	Mon 8/15/22																								
9	Data Review	20 days	Tue 3/16/21	Mon 4/12/21																								
10	Develop Documents and Exhibits for Permit Amendment	80 days	Tue 5/11/21	Mon 8/30/21																								
11	City Review of Application Documents	20 days	Tue 8/31/21	Mon 9/27/21																								
12	Finalize Permit Application	10 days	Tue 9/28/21	Mon 10/11/21																								
13	Submit Application to TCEQ	0 days	Mon 10/11/21	Mon 10/11/21																								
14	TCEQ Review and Coordination	140 days	Tue 10/12/21	Mon 4/25/22																								
15	Publish 1st Public Notice and submit affidavit to TCEQ	70 days	Tue 12/7/21	Mon 3/14/22																								
16	Draft Permit Review and Response	30 days	Tue 3/15/22	Mon 4/25/22																								
17	Publish 2nd Public Notice and submit affidavit to TCEQ	40 days	Tue 4/26/22	Mon 6/20/22																								
18	Review Final Permit/Coordination	40 days	Tue 6/21/22	Mon 8/15/22																								
19	DEVELOP PUBLIC INVOLVEMENT PLAN	65 days	Tue 3/16/21	Mon 6/14/21																								
20	Public Involvement Plan Strategy and TM	65 days	Tue 3/16/21	Mon 6/14/21																								

Project: Kyle WWTP Permit Ame
Date: Tue 3/2/21

Task		Inactive Task		Manual Summary Rollup		External Milestone	
Split		Inactive Milestone		Manual Summary		Deadline	
Milestone		Inactive Summary		Start-only		Progress	
Summary		Manual Task		Finish-only		Manual Progress	
Project Summary		Duration-only		External Tasks			



CITY OF KYLE, TEXAS

Transportation Master Plan Update - CP&Y Task Order No. 2

Meeting Date: 3/16/2021

Date time: 7:00 PM

Subject/Recommendation: Approve Task Order No. 2 to CP&Y, INC., Austin, Texas, in the amount not exceed \$50,000.00 for updating the Transportation Master Plan. ~ *Leon Barba, P.E., City Engineer*

Other Information: The City of Kyle Transportation Master Plan was adopted by City Council on March 15, 2016. Thirteen amendments have been approved by City Council since the adoption.

CP&Y, Inc. is being tasked with reviewing the existing City of Kyle Transportation Master Plan and other transportation plans from adjacent entities to ensure transportation plans are consistent among the various entities.

Additionally, they will also be provided with proposed development information to make sure the current recommendations in the transportation plan are properly sized or if new roadways need to be built to meet future transportation needs.

City Council will receive a status report halfway during the process and will also receive a second presentation to solicit comments on the draft final report.

Legal Notes: N/A

Budget Information: Funding is available in the approved CIP budget for Fiscal Year 2020-2021 as follows:

- 1110-64850-573130 \$50,000.00

ATTACHMENTS:

Description

- Task Order No. 2 Proposal TMP Update

This is Task Order No. 2,
consisting of 3 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated November 13, 2020 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____, 2021
- b. Owner: City of Kyle
- c. Engineer: CP&Y, Inc.
- d. Specific Project (title): Transportation Master Plan Update
- e. Specific Project (description): Develop a Report recommending updates to the City of Kyle's approved Transportation Master Plan.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
 - Study and Report Services (Exhibit A, Part 1)

3. Additional Services

- A. No Additional Services are anticipated under this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B of this Task Order.

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the schedule as provided in attachment.

6. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of
------------------------	--------	----------

Task Order Form

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and American Society of Civil Engineers. All rights reserved.

		Compensation
1.	Basic Services (Part 1 of Exhibit A)	
	a. Study and Report Phase (A1.01)	\$50,000.00 Lump Sum
TOTAL COMPENSATION		\$50,000.00 Lump Sum
2.	Additional Services (Part 2 of Exhibit A)	(N/A) (N/A)

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: None.

8. Other Modifications to Agreement and Exhibits: None.

9. Attachments: Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E.

10. Other Documents Incorporated by Reference: None.

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2021.

OWNER:
CITY OF KYLE

ENGINEER:
CP&Y, Inc.

By: _____

By: Andrew A. Atlas

Print Name: Travis Mitchell

Print Name: Andrew A. Atlas

Title: Mayor

Title: Senior Vice President

Engineer License or Firm's Certificate No. (if required): N/A
State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

ATTEST: _____
Jennifer Holm, City Secretary

Name: John Dean

Address: 100 W. Center Street., Kyle, Texas 78640

Title: Project Manager

Address: 13809 Research Blvd., Ste. 300
Austin, TX 78750

E-Mail Address: jdean@cpyi.com

Phone: (512) 349-0700

Task Order Form

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 *Study and Report Phase Services*

As Basic Services, Engineer shall:

- A. PROJECT MANAGEMENT
 - 1. Status Updates: Develop monthly project status report to be submitted with monthly invoices
 - 2. Meetings: Six (6) progress meetings with the City to coordinate project activities. Engineer will prepare an agenda, facilitate, and develop and distribute meeting minutes for each meeting
 - 3. Internal Coordination: Internal team coordination and perform project administration

- B. Schedule
 - 1. The schedule for specific tasks and deliverables is included as **Exhibit D**, Schedule, attached.

- C. Data Collection
 - 1. Collect and review the existing City of Kyle Transportation Master Plan and relevant transportation plans from area entities, including Hays County, Travis County, City of Buda, City of San Marcos, CAMPO, and other relevant agencies.
 - 2. Obtain information on proposed developments to make sure that future transportation plans are properly sized to meet their needs.
 - 3. Collect demographic data and projections.

- D. Project Coordination
 - 1. Workshops: two (2) workshops with City Staff.
 - (a) The first workshop will be to solicit input on challenges facing the City and to identify specific areas of focus for the planning effort.
 - (b) The second workshop will be to coordinate the proposed updates to the Transportation Master Plan (TMP)
 - 2. Presentations to City Council: two (2) presentations to City Council.
 - (a) The first presentation will be to provide the City Council with a status report on the TMP update and roadmap/schedule for completion.
 - (b) The second presentation to City Council will be to present a summary of the update to City Council to solicit comments on the draft final report.

- E. Analyze needed revisions and updates to Transportation Master Plan
 - 1. Map changes to the City of Kyle's jurisdictional boundaries.
 - 2. Evaluate and propose updates to roadway design standards and classifications.
 - 3. Identify new roadways and roadways requiring upgrades, based on:
 - (a) Population growth
 - (b) Planned development
 - (c) Updated design standards and classifications, and

- (d) System connectivity and mobility needs.
 - 4. Prepare map showing proposed updates and additions to the TMP roadway network.
 - 5. Review TMP Action Plan and Financing and Implementation Plan for consistency with updated needs and conditions.
- F. PREPARE DRAFT REPORT
- 1. Prepare and submit draft report for review by City Staff, which shall include:
 - (a) Recommended updates and amendments to the TMP
 - (b) Recommended next steps for updating the TMP, including additional studies that may be needed.
- G. PREPARE FINAL REPORT
- 1. Revise draft report per comments and recommendations from City Staff
 - 2. Prepare final report based on comments from City Council following presentation to Council.

PART 2—ADDITIONAL SERVICES

A2.01 *No additional services are proposed as part of this Task Order.*

This is **EXHIBIT B**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____, 2021.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 Specific Responsibilities

A. Owner shall:

1. Provide the following documents for use in developing the update, as available:
 - a. Current population projections and/or wastewater flow projections, any other available growth projections and building permits information.
 - b. Current and future land use assumptions for the City of Kyle and its ETJ.
 - c. Shapefiles and other information regarding planned developments within the jurisdictional limits and ETJ of the City of Kyle.
 - d. Approved and Draft Transportation Plans and Thoroughfare Plans, as well as amendments to said plans from the following jurisdictions:
 - 1) Hays County
 - 2) City of Buda
 - 3) City of San Marcos
 - 4) City of Niederwald
 - 5) City of Umland
 - e. Design and Construction Standards from the above jurisdictions.
 - f. Shapefiles of planned developments within the jurisdictions listed in A.1.c.
 - g. Proposed school expansions for school districts within the jurisdictional limits and ETJ of the City of Kyle.
 - h. Current and planned transit services within Kyle's jurisdictional boundaries, including the ETJ.
2. Prepare a database of the above information.

Exhibit B– Owner's Responsibilities

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This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____, 2020.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Explanation of Compensation Method

A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services as shown on **Exhibit E**, Fee Schedule, attached.
2. The Lump Sum includes compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.



CITY OF KYLE, TEXAS

Develop the City's Risk and Resilience Assessment and Emergency Response Plan - CP&Y Task Order No. 3

Meeting Date: 3/16/2021
Date time: 7:00 PM

Subject/Recommendation: Approve Task Order No. 3 to CP&Y, INC., Austin, Texas in the amount not to exceed \$52,675.00 for developing the City's Risk and Resilience Assessment and Emergency Response Plan as required by S.3021 - America's Water Infrastructure Act of 2018. ~
Leon Barba, P.E., City Engineer

Other Information: On October 23, 2018, S.3021 titled "America's Water Infrastructure Act of 2018" (AWIA 2018) was signed into law. AWIA Section 2013 requires community (drinking) water systems serving more than 3,300 people to develop or update risk assessments and emergency response plans.

CP&Y, Inc. will develop the City's risk and resilience assessment and update the emergency response plan to include the new requirements promulgated in AWIA Section 2013.

The deadline for establishing the risk and resilience assessment is June 30, 2021. The deadline for updating the emergency response plan is December 31, 2021.

Legal Notes: N/A

Budget Information: Funding is available in the approved CIP budget for Fiscal Year 2020-2021 as follows:

- 3310-84000-573130 \$52,675.00

ATTACHMENTS:

Description

- Task Order No. 3

This is Task Order No. 3,
consisting of 3 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated November 13, 2020 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____, 2021
- b. Owner: City of Kyle
- c. Engineer: CP&Y, Inc.
- d. Specific Project (title): AWIA 2018 Sec. 2013 – Risk and Resilience Assessments and Emergency Response Plan
- e. Specific Project (description): Developing the City's Risk and Resilience Assessment and updating the Emergency Response Plan to include the new requirements promulgated in Sec. 2013 of AWIA 2018

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
 - Study and Report Services (Exhibit A, Part 1)

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:
 - Set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B of this Task Order.

5. Task Order Schedule

The parties shall meet the schedule as follows:

Item	Delivery Date
1. Draft Risk and Resilience Assessment	NTP + 65 days or by June 8, 2021
2. Final Risk and Resilience Assessment	By June 29, 2021
3. Draft updated Emergency Response Plan	By August 31, 2021
4. Final updated Emergency Response Plan	By September 30, 2021

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Study and Report Phase (A1.01)	\$52,675.00	Lump Sum
TOTAL COMPENSATION	\$52,675.00	Lump Sum
2. Additional Services (Part 2 of Exhibit A)	(N/A)	(N/A)

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. **Consultants retained as of the Effective Date of the Task Order:** None.

8. **Other Modifications to Agreement and Exhibits:** None.

9. **Attachments:** Exhibit A, Exhibit B, Exhibit C.

10. **Other Documents Incorporated by Reference:** None.

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2021.

OWNER:
CITY OF KYLE

ENGINEER:
CP&Y, Inc.

By: _____

By: _____

Print Name: Travis Mitchell

Print Name: Marisa Vergara

Title: Mayor

Title: Senior Vice President

Engineer License or Firm's
Certificate No. (if required): F-1741
State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

ATTEST: _____
Jennifer Holm, City Secretary

Name: Ryan Owen

Address: P.O. Box 40, Kyle, Texas 78740

Title: Project Manager

Address: 13809 Research Blvd., Ste. 300
Austin, TX 78750

E-Mail Address: rowen@cpyi.com

Phone: (512) 492-6823

Task Order Form

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Engineer's Services for Task Order

Background

In October 2018, S.3021 titled "America's Water Infrastructure Act of 2018" (AWIA 2018) was signed. Section 2013 titled "Community Water System Risk and Resilience" includes regulations related to Risk and Resilience Assessments and Emergency Response Plans. Sec. 2013 of AWIA 2018 amends Sec. 1433 of the Safe Drinking Water Act. Sec. 1433, which required Vulnerability Assessments and Emergency Response Plans. Sec. 1433 was last promulgated in 2002.

This work includes developing the City's Risk and Resilience Assessment and updating the Emergency Response Plan to include the new requirements promulgated in Sec. 2013 of AWIA 2018. Although community water systems must develop the assessments and plans, submittal of the documents to EPA is not required. Systems are only required to submit a certification to EPA that the documents were prepared.

This scope is based on the City providing the followings documents, which the Engineer will use to assist in developing the Risk and Resilience Assessment and the Emergency Response Plan.

1. Vulnerability Assessment developed previously to comply with the former Sec. 1433 of the Safe Drinking Water Act
2. Emergency Response Plan developed previously to comply with the former Sec. 1433 of the Safe Drinking Water Act

The scope is based on the City have the following major facilities in the water system.

1. Water Distribution System
2. Pump Stations
3. Ground Storage Tanks
4. Six (6) Elevated Storage Tank Sites
5. Five (5) groundwater wells with treatment
6. SCADA system, water billing system.

The new AWIA 2018 requirements include provisions that would require development of Source Water Protection Plans, as well as Cybersecurity Plans for both the business systems and the process control systems. This scope excludes development of these documents with the understanding the City has previously developed these or these are developed by others. However, this scope does include a cyber security review and workshop. Output from this workshop will support further cybersecurity planning.

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services

The scope of work is described below:

1. Develop the Risk and Resilience Assessment in general accordance with the AWWA J100-10(R13) guidance titled "Risk Analysis and Management for Critical Asset Protection (RAMCAP) Standard for Risk and Resilience Management of Water and Wastewater Systems". The RAMCAP 7-Step Process includes the following steps.
 - a. Asset Characterization

- b. Threat Characterization
 - c. Consequence Analysis
 - d. Vulnerability Analysis
 - e. Threat Analysis
 - f. Risk/Resilience Analysis
 - g. Risk/Resilience Management (optional step not included in this scope)
2. Risk and Resilience Assessment will include the following AWIA 2018 requirements:
 - a. Risk of malevolent acts and natural hazards
 - b. Resilience of pipes and constructed conveyances, physical barriers, water collection and intake, pretreatment, treatment, storage, and distribution facilities
 - c. Monitoring practices of the system
 - d. Financial infrastructure of the system
 - e. Use, storage, or handling of various chemical by the system
 - f. Operation and Maintenance of the System
 3. Update the Emergency Response Plan (ERP) in general accordance with AWWA M19 titled "Emergency Planning for Water and Wastewater Utilities."
 4. Include the following items in the ERP update:
 - a. Incorporate finding of the Risk and Resilience Assessment.
 - b. Strategies and resources to improve the resilience of the system, including the physical security.
 - c. Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard
 - d. Actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water.
 - e. Strategies than can be used to air in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.
 5. The following items referenced in AWIA 2018 are excluded from this scope.
 - a. Resilience of the source water
 - b. Resilience and security of electronic, computer, or other automated systems.
 - c. Cybersecurity strategies and resources needed to improve the resilience of the system
 6. Visit the following locations and document security practices
 - a. Water Operations/Maintenance Facilities
 - b. Pump Stations
 - c. All Tank Sites
 7. Workshops: Conduct workshops (option for in-person meetings or Teams meetings on-line) with City staff to coordinate the following items. The fee includes a maximum of 3 workshops.
 - a. Risk and Resilience Assessment Items. Assets, threats, and natural hazards.
 - b. Consequences, vulnerabilities, threat analysis, risk and resilience analysis.
 - c. Cyber security workshop.
 8. Deliverables: For security reasons, only one hard copy and one electronic version of the following deliverables will be provided.
 - a. Draft Risk and Resilience Assessment.
 - b. Final Risk and Resilience Assessment.
 - c. Draft updated Emergency Response Plan.
 - d. Final updated Emergency Response Plan.

PART 2—ADDITIONAL SERVICES

A2.01 Additional Services Requiring an Amendment to Task Order

- A. Work not described in the basic services must be approved by supplemental amendment by the City before the Engineer undertakes it. If the Engineer is of the opinion that any work is beyond the scope of this Contract and constitutes additional work, the Engineer shall promptly notify the Owner of that opinion, in writing. In the event the City finds that such work does constitute additional work, then the City shall so advise the Engineer, in writing, and shall provide extra compensation to the Engineer for the additional work as provided under a supplemental agreement.

This is **EXHIBIT B**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated November 13, 2020.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 Specific Responsibilities

A. Owner shall:

1. Provide available documents to support the Risk and Resilience Assessment.
2. Participate in the meetings and workshops as identified in the Scope
3. Review Risk and Resilience Assessment and Emergency Response Plan draft documents and provide comments.

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated November 13, 2020.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Explanation of Compensation Method

A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services as shown on the following page.
2. The Lump Sum includes compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

**AWIA Risk and Resilience Assessment and Emergency Response Plan
City of Kyle**

Task Description	Project Manager/QC	Project Engineer III	Engineer in Training	Admin	Total Labor Hours	Total Direct Labor Costs
	\$195.00	\$175.00	\$125.00	\$70.00		
Basic Services						
Meetings, Site Visits & Project Management	4	16	16		36	\$ 5,580.00
Workshop 1: Risk and Resilience Assessment		4	4		8	\$ 1,200.00
Develop Asset Characterization		12	12		24	\$ 3,600.00
Develop Threat Characterization		8	12		20	\$ 2,900.00
Workshop 2: Cyber Security		4	4		8	\$ 1,200.00
Cybersecurity Assessment with City IT Experts		16	12		28	\$ 4,300.00
Workshop 3: Consequences, Vulnerabilities, Threat Analysis		8	8		16	\$ 2,400.00
Conduct Consequence Analysis		8	8		16	\$ 2,400.00
Conduct Vulnerability Analysis		8	8		16	\$ 2,400.00
Determine Threat Analysis		8	8		16	\$ 2,400.00
Complete Risk and Resilience Analysis		8	8		16	\$ 2,400.00
Deliver Draft and Final Risk and Resiliency Assessment	2	6	16	8	32	\$ 4,000.00
Support Certification Process		2	1		3	\$ 475.00
Emergency Response Plan Review and Updates		30	40	24	94	\$ 11,930.00
Deliver Draft and Final Emergency Response Plan	2	16	16		34	\$ 5,190.00
Prepare Certification Letter		1	1		2	\$ 300.00
	8	155	174	32	369	\$ 52,675.00



CITY OF KYLE, TEXAS

Sledge/Scott Drainage
Improvements - Task Order No. 1 K
Friese and Associates

Meeting Date: 3/16/2021

Date time: 7:00 PM

Subject/Recommendation: Approve Task Order No. 1 to K FRIESE & ASSOCIATES, INC., Austin, Texas in an amount not to exceed \$171,889.83 for providing a Preliminary Engineering Report to investigate and evaluate drainage issues located along Sledge St., Scott St. and the Hitching Post Subdivision. ~ *Leon Barba, P.E., City Engineer*

Other Information: K Friese and Associates, Inc. (KFA) will provide a preliminary engineering report (PER) to investigate and evaluate several drainage issues in a tributary of Plum Creek located generally in the area of Scott St. and Sledge St.

More specifically, the KFA study will focus on several projects identified in the City's Stormwater Master Plan.

- Sledge St. Culvert Improvements (PCT 4-06)
- Scott St. Improvements (PCT 4-05)
- Hitching Post Subdivision (PCT 4-01)

The PER will also provide recommendations for channel improvements from Sledge St. to Scott St. and for future proposed improvements to the drainage system from W. Center St. to the UP Railroad.

In effect, this PER will provide complete analysis of the drainage basin in this area and will provide cost estimates and recommended drainage improvements and the related costs. Once the PER is completed, projects will be designed based on priority and available funding.

Legal Notes: N/A

Budget Information: Funding is available in the approved CIP budget for Fiscal Year 2020-2021 as follows:

- 3510-69110-573130 \$171,889.83

ATTACHMENTS:

Description

- ☐ Task Order No. 1

City of Kyle General Engineering Services
Work Authorization # 01
KFA PROJECT # 07XX
SLEDGE-SCOTT DRAINAGE IMPROVEMENTS PROJECT

This work authorization is made pursuant to the terms and conditions of the original Professional Service Agreement dated November 2, 2020 by and between K Friese & Associates, Inc. and the City of Kyle

SERVICES PROVIDED BY K FRIESE & ASSOCIATES, INC.:

Refer to Attachment A for details.

DELIVERABLES: Refer to Attachment A for details.

DURATION:

This Agreement shall remain in effect until June 30, 2022 unless terminated as provided herein, or extended by mutual agreement in writing. This Agreement is subject in all respects to the Terms and Conditions attached hereto and incorporated herein by reference.

BUDGET: Lump Sum not to exceed **\$171,889.83 plus reimbursables**: Refer to Attachment B for Fee Schedule and Attachment C for Rate Schedule.

CLIENT:

CITY OF KYLE

SIGNED: _____

TYPED NAME: Scott Sellers

TITLE: City Manager

DATE: _____

PROVIDER:

K FRIESE & ASSOCIATES, INC.

SIGNED: 

TYPED NAME: Thomas M. Owens, P.E.

TITLE: Executive Vice President

DATE: 08 MAR 21

Attachments:

Attachment A – Scope of Services

Attachment B – Fee Schedule

Attachment C – Rate Schedule

ATTACHMENT A
CITY OF KYLE
SLEDGE-SCOTT DRAINAGE IMPROVEMENTS
SCOPE OF SERVICES

PROJECT DESCRIPTION

The City of Kyle is experiencing localized drainage and flooding issues along a FEMA mapped tributary of Plum Creek, known as Stream Plum-1, primarily located along Sledge Street, Scott Street and the Hitching Post Subdivision. Each of these project areas were identified in the *City of Kyle Stormwater Master Plan (SWMP)* and are identified in the report as Sledge Street Low Water Crossing (PCT4-06), Scott Street Low Water Crossing (PCT4-05) and Hitching Post (PCT4-01).

K Friese + Associates (KFA) will provide professional services to perform a Preliminary Engineering Report (PER) to investigate and evaluate the identified drainage issues and to plan for public infrastructure improvements to provide localized drainage and flood control relief for the study area. The project objectives will include an evaluation of the drainage issues, identify solutions, and provide recommended implementation/phasing strategies.

The project areas to be evaluated will include the following and as illustrated on **Figure 1**:

- **Sledge Street Culvert Improvements (PCT4-06)**

Sledge Street currently consists of 2-4'x3' Box Culverts across the roadway. The culvert is known to overtop in the 2-year storm as indicated in the SWMP. KFA will include in the PER an analysis and recommendations for improvements to improving the hydraulic capacity and reduce overtopping of the Sledge Street culvert.

- **Channel Improvements from Sledge to Scott Street**

Presently, there is not a defined drainage channel to convey the flow received from Scott Street. As a measure to improve the connectivity of the Stream Plum-1 tributary, KFA will evaluate potential channelization and sizing recommendations for improving the conveyance channel from South Sledge Street to Scott Street.

- **Scott Street Improvements (PCT4-05)**

Scott Street receives a significant amount of flow from the northwest, generally from the Winfield Inn area, resulting in overtopping flows and localized flooding issues. Roadway ditches are noted in the SWMP as being undersized and the drainage network is insufficient to adequately route runoff. Potential solutions have been discussed between the City and KFA about construction of a detention pond upstream of Scott Street and channel improvements to convey flow along the northern side of Scott Street towards the existing drainage culvert.

KFA will evaluate potential design options to mitigate peak flow runoff and reduce the frequency of roadway overtopping on Scott Street. Additionally, these improvements will aim to provide flooding relief to the downstream Hitching Post Subdivision.

- **Hitching Post Subdivision Drainage Improvements (PCT4-01)**

The Hitching Post Subdivision issues are identified in the SWMP as including localized residential flooding and lack of a stormwater conveyance system to effectively drain the interior areas of the subdivision. KFA will evaluate potential localized drainage improvements to drain the area and provide connectivity to Stream Plum-1 tributary.

ATTACHMENT A
CITY OF KYLE
SLEDGE-SCOTT DRAINAGE IMPROVEMENTS
SCOPE OF SERVICES

- **Adverse Impact and Future Conditions Analysis**

KFA will model the conveyance system of Stream Plum-1 tributary from the Union Pacific Railroad up to W. Center Street to map existing and future conditions inundation and to quantify potential adverse impacts associated with the proposed improvements to be analyzed by this scope of work. This analysis is intended to inform the City of potential FEMA Floodplain and Floodway impacts, identify future projects to complete the study area's drainage system and to evaluate potential impacts associated with future development in the area.

ATTACHMENT A
CITY OF KYLE
SLEDGE-SCOTT DRAINAGE IMPROVEMENTS
SCOPE OF SERVICES



Figure 1- Project Study Area

ATTACHMENT A
CITY OF KYLE
SLEDGE-SCOTT DRAINAGE IMPROVEMENTS
SCOPE OF SERVICES

SCOPE OF SERVICES

A. FIELD SURVEYING

1. This task will include preparing limited topographic survey for the project area for the purposes of preparing the preliminary engineering report and schematic design solutions for the proposed improvements associated with this project. The designated field survey includes the culverts underneath South Sledge Street, Scott Street, the bridge at Union Pacific Railroad for a total of six structures, and up four river cross-sections along Stream Plum-1 tributary. Survey will include identification of utilities based on above ground survey (Quality Level C) and approximate locations of right-of-way, easement, and property boundaries within the project area. See the attached proposal from CDS Muery, Inc.

As the project progresses, additional information, such as existing channel conditions survey data and higher precision earthwork calculations may be needed in the analysis and to refine the design. The additional detailed surveying may provide insights for ways to lower the cost of the project. This will be included in proposals for the detailed design phase, as determined during this phase.

B. PRELIMINARY ENVIRONMENTAL INVESTIGATION

1. Perform a preliminary environmental investigation to determine environmental constraint that may impact the completion of this project. The environmental investigation will include performing a desktop analysis of potential Wetlands and Waters of the U.S., endangered species, water quality, hazardous materials, sensitive karst zones, cultural resources, and other constraints. Limited field surveys are included as part of the work in this phase. See the attached proposal from Raba Kistner, Inc. for additional detail.

Prepare a Waters of the U.S. Determination/Delineation and USACE coordination. If no features are considered jurisdictional under current regulations, during completion of the report and with Client approval, the WOUS Delineation Report will be submitted to the USACE for their concurrence that there is no jurisdiction in the project. If the project area is determined to be potentially jurisdictional, the report will discuss permitting constraints.

C. PROJECT MANAGEMENT AND COORDINATION

1. Conduct a project kickoff meeting with the City to establish project procedures, goals, milestones, and design criteria guidelines.
2. Conduct up to three project meetings with City staff. The initial project meeting will be to discuss initial project findings, areas of concern and outline an approach for the proposed improvements at each of the identified project areas. The second meeting is proposed to share project updates and discuss the progression of the preferred improvement options. The final meeting will be to discuss the final draft of the report and address remaining comments prior to signing and sealing the report deliverable. Any additional meetings will be performed as a supplemental service, as requested, and authorized by the City.

ATTACHMENT A
CITY OF KYLE
SLEDGE-SCOTT DRAINAGE IMPROVEMENTS
SCOPE OF SERVICES

3. Project administration, project status reports, general coordination with City staff, coordination and supervision of the project team, and quality management so that the project milestones and deliverables meet schedule and budget constraints.

D. PRELIMINARY ENGINEERING REPORT (PER)

1. Obtain and utilize available topographic data, geotechnical investigations, franchise and utility block maps, recorded plats, existing and future land use maps, and any relevant previous studies around the project area.
2. Perform two (2) field visits for the purposes of collecting field data, confirming hydrologic and hydraulic parameters, and evaluating conceptual alternatives against site conditions.
3. Perform Existing and Future Conditions Hydrologic Analysis to develop a HEC-HMS hydrologic model to understand the quantities of runoff received by the Scott Street culvert, the South Sledge Street culvert, and at the Union Pacific Railway Crossing from the 2-, 10-, 25-, 50-, and 100-year storm events. The HEC-HMS model previously developed by CARLSON, BRIGANCE & DOERING, INC will be utilized as reference. NOAA Atlas 14 rainfall depths based upon NOAA's Point Precipitation Frequency will be used for the existing and future conditions hydrologic analysis. Impervious cover for future conditions will be determined by available land use maps and anticipated future development using approximate methodologies.
4. Conduct Existing, Proposed, and Future Conditions Hydraulic Analysis: develop 1-dimensional/2-dimensional HEC-RAS hydraulic models for the existing stream network to understand the existing capacity and future capacity needs. Analysis is anticipated to utilize the effective FEMA hydraulic models as available. Analysis of the system will include the following:
 - a. Develop a HEC-RAS hydraulic model of the study area from the railroad to W. Center Street. The Stream Plum-1 Tributary will be modeled using 1-dimensional analysis and 2-dimensional analysis to evaluate overtopping conditions.
 - b. 1-dimensional analysis will be utilized to evaluate existing and proposed condition scenarios for each of the culvert crossings at Sledge Street, Scott Street and the Union Pacific Railroad crossing.
 - c. 2-dimensional analysis will be utilized to evaluate the overtopping conditions primarily around the Scott Street and Hitching Post Subdivision areas.
 - d. Existing conditions results shall be presented to the City for review before proceeding with the alternatives assessment.
5. Identify utility conflicts and provide potential solutions for relocations, as required. Task will include mapping of approximate locations of water, sewer, and gas utility lines, as obtained from available utility block maps, from surveying data

ATTACHMENT A
CITY OF KYLE
SLEDGE-SCOTT DRAINAGE IMPROVEMENTS
SCOPE OF SERVICES

collected using SUE Quality Level D or Level C investigations and from 811 locates.

6. Identify if any additional easements are anticipated for the construction of the proposed project options.
7. Prepare supporting exhibits to illustrate the proposed options including alignments, drainage structure sizing, areas of anticipated easement need, and anticipated utility conflicts. Exhibits will additionally include information on proposed alignments, structure sizing, inlet locations, approximate elevations and up to two typical sections to further define the character and project feasibility.
8. Prepare and submit a draft and final Preliminary Engineering Report that summarizes all the items outlined above and in Section E below. It will document the methodology and assumptions used, data obtained, and summarize the hydrologic, hydraulic, and alternatives assessments. A preliminary schedule for each alternative will also be included.

ATTACHMENT A
CITY OF KYLE
SLEDGE-SCOTT DRAINAGE IMPROVEMENTS
SCOPE OF SERVICES

E. ALTERNATIVES ANALYSIS

KFA will analyze the following conceptual alternatives to improve flooding and localized flooding issues for inclusion with the PER. The alternatives identified for evaluation may be modified in coordination with the City before getting before commencing the proposed scenario analysis, and are generally defined as the following scenarios:

1. Sledge Street Culvert Improvements (PCT4-06)

Size culvert improvements at the Sledge Street Culvert. Deliverable will include identification of potential right-of-way needs, a schematic layout of the proposed improvements, and an opinion of probable construction cost.

2. Channel Improvements from Sledge to Scott Street

Evaluate up to two (2) channel design alternatives between Scott Street and S. Sledge Street. Analysis will include at least one alternative that incorporates natural channel design elements. Natural channel design elements may include sizing the channel for bankfull stage discharge and incorporating bioengineering solutions for bank protection, as appropriate. The deliverable will include channel sizing, typical cross-sections, identify potential land acquisition/easement needs and include an opinion of probable construction costs.

3. Scott Street Improvements (PCT4-05)

Evaluate up to two (2) design alternatives which are anticipated to include a potential regional detention basin located at the west side of the Stagecoach Crossing subdivision located between Old Stagecoach Road and Scott Street and/or channel improvements along Scott Street and east of the Hitching Post Subdivision. Deliverables will include detention and channel sizing, a schematic plan view layout, and opinions of probable construction cost.

4. Hitching Post Subdivision Drainage Improvements (PCT4-01)

Evaluate a recommended design option to improve localized flooding within the Hitching Post Subdivision. Proposed improvements are anticipated to include drainage channel conveyance improvements to discharge into the Stream Plum-1 tributary. Deliverables are anticipated to include identification of potential right-of-way needs, a schematic plan view layout for one scenario and opinion of probable construction cost.

5. Adverse Impact and Future Conditions Analysis

Hydraulically model and evaluate the recommended scenarios for Sledge Street, Scott Street, and proposed regional improvements to identify potential adverse impacts to upstream and downstream properties. Hydraulic analysis will include identification of potential concerns with respect to FEMA Floodplain/Floodway impacts and if additional project mitigation is anticipated. In addition, hydrologic and hydraulic modeling will evaluate an ultimate conditions scenario to roughly identify potential future projects for the Stream Plum-1 tributary and to help inform potential impacts associated with future development within the watershed.

ATTACHMENT A
CITY OF KYLE
SLEDGE-SCOTT DRAINAGE IMPROVEMENTS
SCOPE OF SERVICES

SCHEDULE

- A. Following execution of contract and NTP, the Preliminary Engineering Report and schematic design phase for the Sledge Street Culvert Improvements will be completed within eight months of Notice to Proceed (NTP).

DELIVERABLES

KFA will provide a draft and final copy of the Preliminary Engineering Report to the City in PDF format.

COMPENSATION

Compensation shall be Lump Sum. Invoices will reflect percent complete on the various tasks as identified below:

Task A: Field Surveying	\$ 19,000.00
Task B: Preliminary Environmental Investigation	\$ 16,909.83
Task C: Project Management and Coordination	\$ 10,460.00
Task D: Preliminary Engineering Report	\$ 78,980.00
Task E: Alternatives Analysis	\$ 46,540.00
Total Effort	\$171,889.83

ASSUMPTIONS AND EXCLUSIONS MADE FOR THIS PROPOSAL

The fee has been developed assuming the project proceeds in a continuous manner with no significant work stoppage.

The following items are excluded from this preliminary engineering phase. It is anticipated some of them will be incorporated into the detailed design phase once authorized. If KFA determines that an item below may be beneficial during the preliminary engineering phase, KFA will provide a recommendation and accompanying scope and fee to the City of Kyle for review and approval prior to proceeding with any of the services listed.

- A. City will coordinate right-of-entry notifications to property owners.
- B. Detailed design, bid, and construction phase services.
- C. Subsurface utility engineering Quality Level B or Quality Level A services.
- D. Complete topographic survey of all project areas.
- E. Boundary surveys or preparation of easement documents.
- F. Pavement design

ATTACHMENT A
CITY OF KYLE
SLEDGE-SCOTT DRAINAGE IMPROVEMENTS
SCOPE OF SERVICES

- G. Public meeting attendance or preparation of exhibits for public meetings.
- H. Detailed environmental or archaeological investigations.
- I. Geotechnical engineering investigations.

ADDITIONAL SERVICES

- A. The City and KFA may agree that KFA shall perform services outside the Scope of Services described in this proposal. KFA will submit a written estimate of fees, based on standard rates indicated on the "Compensation Rate Schedule" included as part of the Professional Services Agreement contract. KFA will obtain the City's authorization prior to initiating any Additional Services.

ATTACHMENT B
KFA MANPOWER/BUDGET ESTIMATE
CITY OF KYLE
SCOTT STREET AND SLEDGE STREET
PRELIMINARY ENGINEERING REPORT

Task	Quality Manager Hours	Senior Project Manager Hours	Project Engineer Hours	EIT Hours	Senior GIS Operator Hours	Senior CADD Operator Hours	Clerical Hours	Total Labor Hours	Total Labor Cost	Survey (CDS Muery) Cost	Envi. (RKCI) Cost	Expenses Cost	Total Cost
A FIELD SURVEYING													
1 Topographic surveying, base site map preparation								0	\$0.00	\$19,000.00		\$0	\$19,000.00
Task A Subtotal	0	0	0	0	0	0	0	0	\$0.00	\$19,000.00	\$0.00	\$0	\$19,000.00
B PRELIMINARY ENVIRONMENTAL INVESTIGATION													
1 Enviornmental Constraints Technical Memorandum & Waters of the U.S. Determination/Delineation Report								0	\$0.00		\$16,909.83	\$0	\$16,909.83
Task B Subtotal	0	0	0	0	0	0	0	0	\$0.00	\$0	\$16,909.83	\$0	\$16,909.83
C PROJECT MANAGEMENT AND COORDINATION													
1 Project Management/Administration (6 months duration)		24	4				12	40	\$6,840.00				\$6,840.00
2 Project Meetings (1 kickoff meeting, 3 progress meetings)		8	8					16	\$3,120.00			\$500	\$3,620.00
Task C Subtotal	0	32	12	0	0	0	12	56	\$9,960.00	\$0	\$0	\$500	\$10,460.00
D PRELIMINARY ENGINEERING REPORT													
1 Data gathering, as-builts, record drawings, utility block maps		2	8	12	4			26	\$3,840.00				\$3,840.00
2 Field visits (2)		8	8	12				28	\$4,620.00			\$400	\$5,020.00
3 Hydrologic Analysis (existing, future conditions) 2-, 10-, 25-, 50-, 100-year	8	4	16	40	4			72	\$11,120.00				\$11,120.00
4 Hydraulic Analysis (existing, proposed, future) 1D/2D HEC-RAS	8	4	32	40	4			88	\$14,000.00				\$14,000.00
5 Utility conflict identification and coordination		2	8	24	2			36	\$5,100.00				\$5,100.00
6 Potential Easement and R.O.W. Needs Identification		4	8	8		4		24	\$3,760.00				\$3,760.00
7 Exhibits - drainage areas, structures, alignments, typical sections, inundation mapping	4	8	24	60	40	40		176	\$24,060.00				\$24,060.00
8 PER Report (Draft, Final)	6	8	20	40			4	78	\$12,080.00				\$12,080.00
Task D Subtotal	26	40	124	236	54	44	4	528	\$78,580.00	\$0	\$0	\$400	\$78,980.00
E ALTERNATIVES ANALYSIS													
1 Sledge Street Culvert Improvements (PCT4-06)	4	4	16	20	4			48	\$7,660.00				\$7,660.00
2 Channel Improvements from Sledge to Scott Street - 2 Alternatives	4	8	20	40	10			82	\$12,440.00				\$12,440.00
3 Scott Street Improvements (PCT4-05) - channel, detention, routing options 2	4	6	24	40	8			82	\$12,500.00				\$12,500.00
4 Hitching Post Subdivision Drainage Improvements (PCT4-01)	2	4	16	20	4			46	\$7,180.00				\$7,180.00
5 Adverse Impact and Future Conditions Analysis	2	2	16	20	4			44	\$6,760.00				\$6,760.00
Task E Subtotal	16	24	92	140	30	0	0	302	\$46,540.00	\$0	\$0	\$0	\$46,540.00
Project Totals	42	96	228	376	84	44	16	886	\$135,080.00	\$19,000.00	\$16,909.83	\$900.00	\$171,889.83

K FRIESE & ASSOCIATES, INC.

ATTACHMENT C
2021 BILLING RATE SCHEDULE
City of Kyle – General Engineering Services
SLEDGE-SCOTT STREET DRAINAGE IMPROVEMENTS

Billing Rates

Personnel labor is billed at the following hourly rates:

Rate Category

Principal/Senior Technical Advisor	\$ 350.00
Quality Manager	\$ 240.00
Senior Project Manager	\$ 210.00
Senior Engineer	\$ 200.00
Project Engineer	\$ 180.00
Design Engineer	\$ 150.00
Engineer in Training	\$ 125.00
Senior CADD Technician	\$ 110.00
Senior CADD Operator	\$ 120.00
CADD Operator	\$ 100.00
Senior GIS Operator	\$ 120.00
Administrative/ Clerical	\$ 90.00

Sub-Consultants

Sub-consultants are billed at cost with no mark-up applied.

Travel and Subsistence

Vehicle mileage charges are invoiced at the current rate/mile issued by the IRS.

Reimbursable Costs

Reimbursable costs include “out of pocket” expenses, the cost of which shall be charged at actual costs plus any administrative charge, as described in the contract, and shall be itemized and included in the invoice.

Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (mileage, lodging, meals, etc.), long distance telephone calls, courier, and printing and reproduction costs. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, etc., an additional direct charge shall be made for the use of this equipment.

5 March 2021

Simon Li
K Friese and Associates
710 Hester's Crossing Rd, Summit II, Ste. 120
Round Rock, Tx 78681

Ref: Sledge-Scott Drainage Improvements – Surveying Services

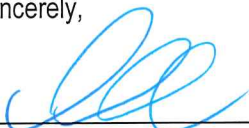
Dear Mr. Li:

CDS Muery (CDSm) appreciates the opportunity to submit this proposal for surveying services related to the above-referenced project.

We have enclosed our Scope of Services and Fee Proposal for your review and approval.

CDSm looks forward to working with you on this project. Please call if you have any questions.
If this agreement meets with your approval, please execute by dating, signing, and returning a signed copy to us, which will serve as a Notice to Proceed.

Sincerely,



Darryl Zercher, RPLS
Senior Project Manager

**Civil Design Services, Inc., dba
CDS Muery**

ACCEPTANCE

This Proposal accepted this _____ day of _____, 2021.

By: _____ Title _____

Print Name: _____

Enclosures: Scope of Services and Fee Proposal
Limits of Survey Exhibit
Terms and Conditions
Rate Schedule

Revised 05 March 2021

CDS MUERY
SCOPE OF SERVICES AND FEE PROPOSAL
5 March 2021

Owner / Client: K Friese and Associates

Project Name: Sledge-Scott Drainage Improvements – Surveying Services

Project Scope: CDSm will provide topography surveying services to include specific areas as shown on the attached sketch. The description of these survey services will consist of:

1. Establish horizontal and vertical control based on the NAD83 horizontal and NAVD 88 Vertical datums.
2. Collect field data of existing site topography (at specific locations as shown on survey exhibit) including ground elevations at regular intervals and at significant grade/surface changes based on a \pm 50 ft. grid layout to generate a 1 foot contour product.
3. Perform field ties of existing, above ground, surface features to include flatwork, buildings, concrete foundations, pavements, rails, fences, drainage structures, landscape features, trees (9" or greater for area between Scott St and Sledge St), and all other visible surface improvements within the project area.
4. Determine approximate ROW for Hays/Scott streets and drainage easements between Hays and Scott street drainage areas. (Signed and Sealed boundary documents will not be included)
5. Coordinate utility locating and locate and field tie marked utilities and above ground utility features, i.e. power poles, manholes, cleanouts, valve covers, etc. (*A subsurface utility investigation (SUE) is not included in this service.*)
6. Prepare a base site map of the data collected for the project site showing existing contours at an appropriate interval (one foot), existing site condition, existing trees (as noted in scope item 3), and existing utility and drainage features, including approximate location of recorded easements as described in item 4. Provide the base map in AutoCAD .dwg format.

I. ASSUMPTIONS AND EXCLUSIONS

CDSm has prepared this scope of services and fee proposal based on the following assumptions and exclusions:

The following items are NOT included within this proposal:

1. New easement and ROW dedication documents.
2. Any platting services.
3. Formal boundary resolution of ROW or easements.
4. Any subsurface utility engineering services (SUE), environmental site evaluations, geotechnical evaluations, and civil engineering services.

The following assumptions were made for this proposal:

1. Client will provide Right of Entry (ROE) for access to private property to collect cross-section data.

II. ADDITIONAL SERVICES

Any work requested and authorized by the Owner/Client to be performed by CDSm that has not been described above will be provided as an additional service to the contract between Owner/Client and CDSm.

Billing and payment terms shall be negotiated at the time of request for additional services. No additional services will be provided without written authorization from the Client.

III. FEE PROPOSAL

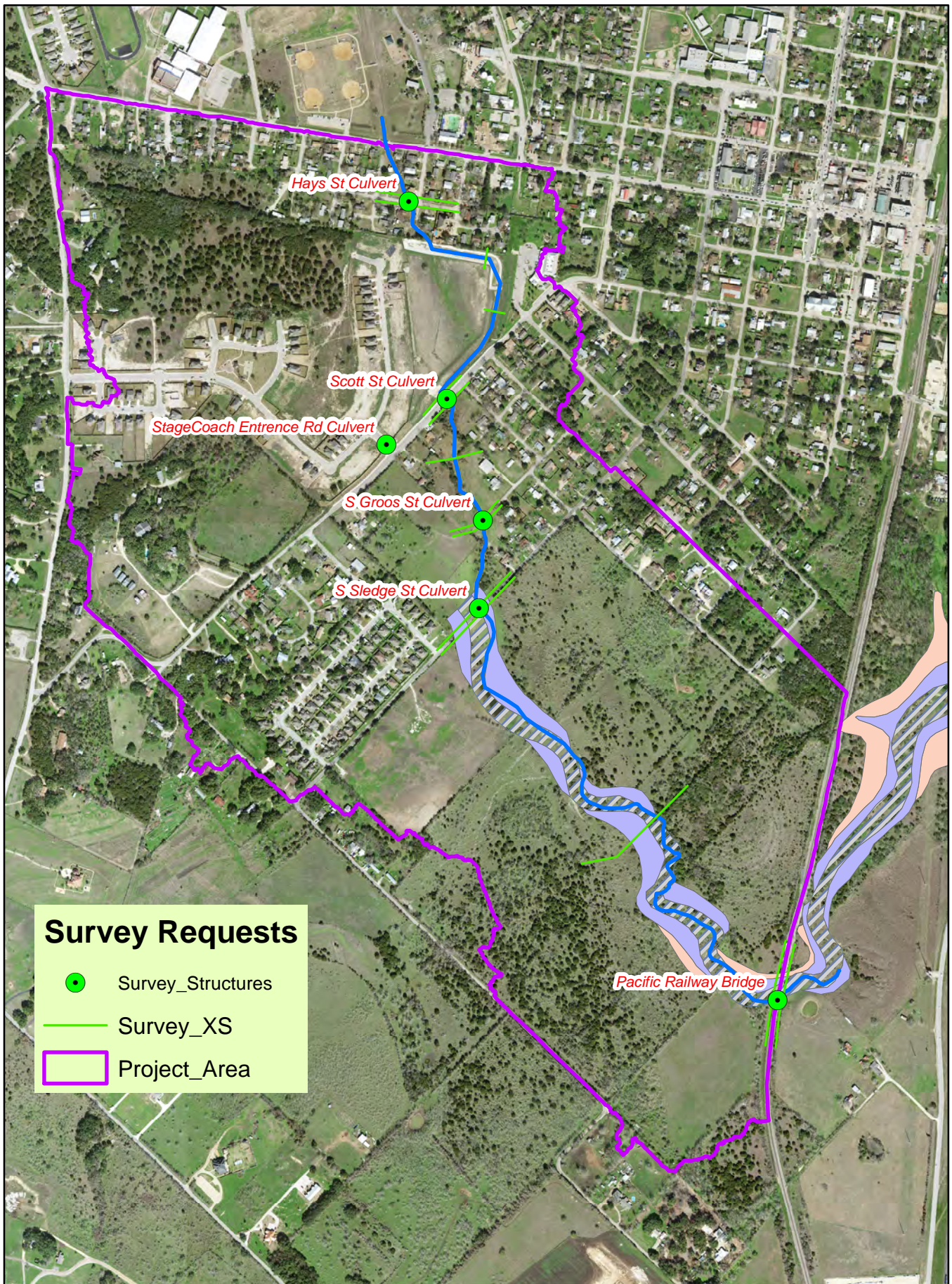
CDSm will provide the above project scope of services on a **FIXED FEE** basis as follows:

\$ 19,000.00

Invoices and Payments shall be made monthly for services performed the previous month based on a percent complete basis. Invoices shall be payable within 30 days after invoice date.

IV. SCHEDULE

CDSm will complete the project scope, described above, within 10 business days of receiving Notice to Proceed.



Proposal No. PSF21-066-00
March 3, 2021



12821 W. Golden Lane
San Antonio, TX 78249

Mr. Abe Salinas, PE, CFM
Drainage Business Practice Lead
K Friese + Associates
10001 Reunion Place, Suite 404
San Antonio, Texas 78216

PO Box 690287
San Antonio, TX 78269

P 210.699.9090
F 210.699.6426
TBPE Firm F-3257

WWW.RKCI.COM

**RE: Proposal for Environmental Services
City of Kyle Drainage Improvements
Scott Street and Sledge Street
Hays County, Texas
29.982027°, -97.883882°**

Dear Mr. Salinas:

Pursuant to your request, **Raba Kistner, Inc. (RKI)** is pleased to submit this scope of work to K Friese + Associates (CLIENT) for the above-referenced project in Hays County, Texas. **RKI** understands that the project consists of culvert improvements along an unnamed tributary to Plum Creek on Scott Street and Sledge Street with additional improvements to the channel between them. For the purposes of this proposal, the project area is the approximately 1.3 mile length of the unnamed tributary, from West Center Street to the Union Pacific Railroad Line located in the southern portion of the City of Kyle, Hays County, Texas.

I. SCOPE OF WORK

Task 1 – Environmental Constraints Analysis

RKI will review desktop resources and conduct a site visit to prepare a draft environmental constraints map for the project area using GIS. Available GIS coverage for the project area will be acquired from various public data sources and used to prepare the map. Any GIS data used will be combined with desktop interpretations and coordination with design engineers to provide the available and necessary information for the planning phases of the project. This data will be prepared in exhibit format to facilitate completion of this work authorization. Based on availability, data collected may include but is not limited to:

- Aerial photography and USGS topo map base.
- Jurisdictional boundaries and ETJ boundaries of Cities.
- Federal Emergency Management Agency (FEMA) 100-year floodplain data.
- Land Use: Locations of existing public buildings, airports, fire/EMS stations, hospitals, schools, churches, landfills, parks, and cemeteries from site visits and USGS topographic maps.
- State and Federally-owned property, and parkland.
- Available data regarding socioeconomic conditions.
- Known locations of historic and archeological sites from THC and TARL databases.
- Potential historic structures and/or districts from preliminary site visits.

- U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) map features.
- Potential jurisdictional waters (including wetlands).
- Potential habitat areas for threatened and endangered species (based on existing data and aerial interpretation).
- Designated critical habitat.
- State and Federal threatened and endangered species information including known locations from TPWD Natural Diversity Database (NDD) and USFWS.
- Natural Resource Conservation Service (NRCS) County Soil Survey maps.
- Sensitive karst zones and known cave features/locations, as applicable.
- Edwards Aquifer zones.
- Prime/Unique Farmland Soils.
- Potential hazardous materials sites, pipelines, and oil wells from Texas Commission on Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) hazardous materials databases.

A limited field investigation will be conducted to observe site conditions and to verify data resulting from desktop reviews. **RKI** will prepare an Environmental Constraints Analysis report for each project area, which will summarize the desktop and limited field investigation reviews of environmental, cultural, and social considerations. In addition, the reports will discuss project funding and will outline potential compliance activities linked to funding type(s). These reports may be used for planning purposes, and may be referenced in documentation prepared for future phases of this project.

Task 2 – Potential Waters of the U.S. Determination/Delineation and USACE Coordination

RKI will prepare a Waters of the U.S. (WOUS) (including wetlands) delineation report for the site in accordance with current federal delineation methodology including the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual and 2010 Regional Supplement for the Great Plains Region. Documentation will be provided regarding the presence of potential WOUS, as defined using prescribed USACE guidance, that may be subject to Clean Water Act Section 404 jurisdiction. Should any potential jurisdictional features be identified, **RKI** will delineate the Ordinary High Water Mark of the unnamed tributary to Plum Creek, including special aquatic sites (e.g., wetlands), and collect a minimum of two representative wetland sample data points. Any identified stream/wetland boundaries will be surveyed using a survey-grade Global Positioning Satellite (GPS) system with sub-meter accuracy. **RKI** will prepare a delineation report for the site complete with appropriate field data form to provide documentation of these conditions. The report will include:

- Brief description of the project, methods/sampling procedures, and results as required by the USACE;
- Boundaries of any WOUS identified in the field;
- Figure depicting the location of the wetland sample data points;
- Completed wetland data form;
- Area (acres) of potential jurisdictional WOUS shown on an exhibit; Pertinent published data (e.g., historical USGS topographic maps, historical aerial photography, Federal Emergency Management Agency maps, National Wetland Inventory Maps, and USDA soil surveys) to support the findings.

In the event **RKI** identifies no features that are considered jurisdictional under current regulations, upon completion of the report and with CLIENT approval, **RKI** will submit the WOUS Delineation Report to the USACE for their concurrence that there is no USACE jurisdiction in the project area. Should **RKI** determine that on site features are potentially jurisdictional; we will provide language that may be included in the PER, which discusses permitting constraints. In the latter case, the USACE will not be engaged until a permitting strategy has been agreed upon, schematic-level design information is available, and CLIENT is prepared to submit an application for a USACE Section 404 permit (additional service). In support of any future USACE permit application, additional out-of-scope services would need to be completed in support of the application (i.e. cultural/historic resources study, protected species evaluation).

II. ITEMS TO BE PROVIDED BY CLIENT

- Property Access (Right-of-Entry) for all subject properties
- Project funding information (current or potential)
- Project footprint file (CAD, kml, shapefile, or .pdf)

III. DELIVERABLES

- Environmental Constraints Report and Map
- Waters of the U.S. Delineation Report

IV. LIMITATIONS

Any studies, field visits, or other activities requested by CLIENT or other parties that are not specifically referenced in this proposal are excluded from this scope of work.

The WOUS Delineation/Determination will be conducted and recommendations made as it pertains to the current Navigable Waters Protection Rule.

The cost estimates are based on the exhibits presented to us. If there are changes to the design a new fee will be submitted to account for additional work.

The cost estimate is based on the production of a constraints analysis. If agency consultation and/or cultural resources investigations are warranted, **RKI** will provide a new proposal and fee to address the additional services.

V. COST AND DURATION

We will provide the above scope of work on a **Lump Sum Fee of \$16,909.83.**

We are prepared to initiate this project immediately and anticipate that we can complete this work within 30 business days after we receive written authorization to proceed, and right-of-entry, and project design files. This does not include the USACE standard 45 day review period.



CITY OF KYLE, TEXAS

Quail Ridge Drainage Improvements - Task No. 1 Pape- Dawson Engineers

Meeting Date: 3/16/2021
Date time: 7:00 PM

Subject/Recommendation: Approve Task Order No. 1 to PAPE-DAWSON ENGINEERS, INC., Austin, Texas in the amount not to exceed, \$48,165.00 for providing a Preliminary Engineering Report for drainage improvements in the Quail Ridge subdivision. ~ *Leon Barba, P.E., City Engineer*

Other Information: Pape-Dawson Engineers, Inc. will provide a preliminary engineering report (PER) to evaluate the drainage berm/channel to be constructed as part of the agreement between the City of Kyle and the Lasalle Municipal Utility District No. 1 (aka Waterstone).

The PER will develop options for the berm/channel improvements needed at the east end of the subdivision and identify potential permanent and temporary easements. Additionally, the PER will assess the existing Quail Ridge subdivision drainage infrastructure and make recommendations for future improvements.

Legal Notes: N/A

Budget Information: Funding is available in the approved CIP budget for Fiscal Year 2020-2021 as follows:

- 3510-69100-573130 \$48,165.00

ATTACHMENTS:

Description

- ☐ Task Order No. 1

March 9, 2021
(Revised from February 9, 2021)

CITY OF KYLE – GENERAL ENGINEERING SERVICES

**PAPE-DAWSON ENGINEERS
TASK ORDER NO. 01
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF KYLE
AND
PAPE-DAWSON ENGINEERS, INC.
DATED 23 SEPTEMBER 2020**

OVERVIEW:

Pape-Dawson will study the drainage considerations for the berm/channel to be constructed by the City of Kyle as part of the agreement between the City of Kyle and the LaSalle Municipal Utility District No. 1. Pape-Dawson will prepare a Preliminary Engineering Report (PER) for the proposed improvements.

Existing drainage infrastructure in the Quail Ridge Subdivision will be evaluated for potential improvements to address ongoing drainage concerns.

Task 1 Project Management

The Engineer will:

- 1) Execute the overall study.
- 2) Provide the following:
 - a. Progress Reports
 - b. Monthly invoices
 - c. City Coordination
 - d. LaSalle MUD No. 1 coordination
 - e. Enterprise Gas coordination
- 3) Attend two (2) meetings with City and LaSalle MUD No.1 staff (combined).

Task 2 Investigation

A. Data Collection

The Engineer will:

- 1) Perform site visit to observe existing improvements and potential design impacts.
- 2) Perform topographic survey and locate apparent approximate property lines (See Exhibit A).

Note: No boundary surveys will be performed during this phase of work.

- a. Identify existing easement locations.
- b. Field survey will be merged into overall currently available LiDAR.

- 3) Collect and review existing data for the project area including:
 - a. Geospatial data
 - b. Infrastructure data
 - c. Planned improvements which would impact design (to be provided by the City)

B. Preliminary Engineering Report

The PER will include the following tasks:

- 1) Develop existing and proposed design flows through the project using rational method.
- 2) Develop options for the berm/channel design with recommendations for the most efficient and least impactful to adjacent property owners.
 - a. Intent is to pass the 100-year storm if possible.
 - b. Identify potential easements (permanent and temporary construction) required for adjacent property owners.
- 3) Assess the existing Quail Ridge drainage infrastructure and make recommendations for future improvements.
- 4) Prepare a drainage report supporting berm/channel drainage improvements and discussing the potential Quail Ridge drainage improvements.

Task 3 Subconsultant Expenses

A. Subsurface Utility Engineering (SUE)

Perform Subsurface Utility Engineering (via subconsultant) to locate (QL-B) the Enterprise Gas Lines within the project limits (2 total) and provide 1 test hole (QL-A) for each gas line.

Note: *Per the existing contract no mark up on Subconsultant Expenses.*

Task 4 Direct Expenses (Reimbursable expenses)

- Direct Expenses include reproduction, travel, express mail, special deliveries and subcontractor expenses related to these services.

Note: *Per the existing contract no mark up on Direct Expenses.*

List of Deliverables:

- PER

Assumptions:

- ◆ No design, permitting or construction phase services are included.
- ◆ City of Kyle will provide rights of entry to required parcels.
- ◆ Adjustment to utilities is not required.
- ◆ Stakeholder or affected property owner meetings are not included.
- ◆ No environmental clearance efforts are included.

Fee Summary

I. PROJECT MANAGEMENT	TASK: 501	Lump Sum	\$7,425
II. INVESTIGATION	TASK: 290	Lump Sum	\$33,990
III. SUBCONSULTANT EXPENSES	TASK: 504	Lump Sum	\$6,500
		Allowance Not	
IV. REIMBURSABLE EXPENSES	TASK: 503	To Exceed	\$250
		TOTAL:	\$48,165

Schedule

Work will be performed within an estimated period of 60 calendar days from provision of rights-of-entry by the City.

The Effective Date of this Task Order is _____, 2021.

OWNER:
CITY OF KYLE

ENGINEER:
Pape-Dawson Engineers, Inc.

By: _____

By:  _____

Print Name: Travis Mitchell

Print Name: Scott Dukette, P.E.

Title: Mayor

Title: Practice Leader

Engineer License or Firm's Certificate No. (if required): #470
State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

ATTEST: _____
Jennifer Holm, City Secretary

Name: Scott Dukette, P.E.

Address: 100 W. Center Street., Kyle, Texas 78640

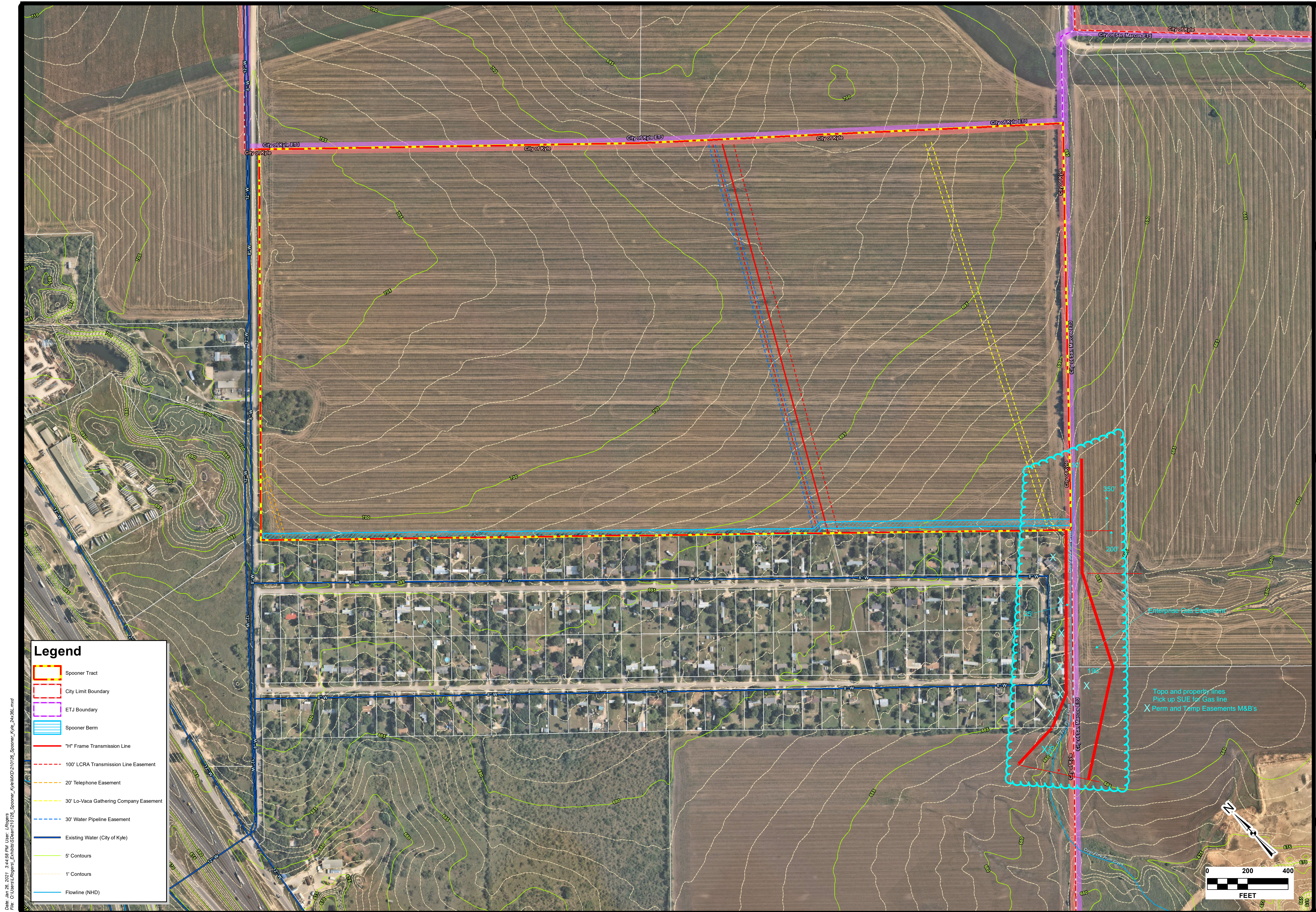
Title: Practice Leader

Address: 10801 N. MoPac Expwy., Bldg 3, Ste 200 Austin, Texas 78759

E-Mail Address: sdukette@pape-dawson.com

Attachment:
- Exhibit A

Phone: (512) 454-8711

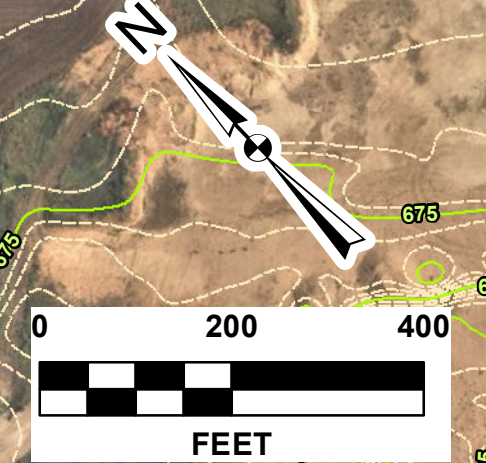


Date: Jan 26, 2021 3:44:58 PM User: J.Rogers
 File: C:\Users\J.Rogers\Documents\210126_Spooner_Kyle_ETJ.dwg

Legend

- Spooner Tract
- City Limit Boundary
- ETJ Boundary
- Spooner Berm
- "H" Frame Transmission Line
- 100' LCRA Transmission Line Easement
- 20' Telephone Easement
- 30' Lo-Vaca Gathering Company Easement
- 30' Water Pipeline Easement
- Existing Water (City of Kyle)
- 5' Contours
- 1' Contours
- Flowline (NHD)

Topo and property lines
 Pick up SUE for Gas line
 X Perm and Temp Easements M&B's



NO.	REVISION	DATE

PAPE-DAWSON ENGINEERS
 SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028900

SPOONER TRACT
 CITY OF KYLE
 EXISTING CONDITIONS EXHIBIT

PLAT NO.	-
JOB NO.	-
DATE	Jan 2021
DESIGNER	SD
CHECKED	SD
DRAWN	LR
SHEET	1.0



CITY OF KYLE, TEXAS

Reclaimed Water Master Plan - Task No. 1 Cobb-Fendley

Meeting Date: 3/16/2021
Date time: 7:00 PM

Subject/Recommendation: Approve Task Order No. 1 to COBB-FENDLEY & ASSOCIATES, INC., Austin, Texas in the amount not to exceed \$88,787.25 for developing a Reclaimed Water Master Plan. ~ *Leon Barba, P.E., City Engineer*

Other Information: Cobb-Fendley & Associates, Inc. (CF) will be developing a Master Plan for the City of Kyle's Reclaimed Water System which will be used to assist the City in creating a separate utility system.

CF will review and evaluate the existing and proposed system and will provide the following information:

- Proposed sizes for transmission/distribution,
- Proposed storage facilities,
- Proposed pumping facilities,
- Proposed end user needs, and a
- Proposed fee for reclaimed water - utilizing research of rates being charged by other communities in the region.

CF will provide a recommended construction phasing plan and construction cost estimates for the proposed improvements. They will also identify any permitting or design requirements.

Legal Notes: N/A

Budget Information: Funding is available in the approved CIP budget for Fiscal Year 2020-2021 as follows:

- 3100-16200-551130 \$88,787.25

ATTACHMENTS:

Description

- Proposal for Reclaimed Water Master Plan

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services — Task Order Edition, dated November 9, 2020 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: March 16, 2021
- b. Owner: City of Kyle
- c. Engineer: CobbFendley & Associates, Inc.
- d. Specific Project (title): Reclaimed Water Master Plan
- e. Specific Project (description): Review the existing and proposed reclaimed water infrastructure and develop a Master Plan for the City of Kyle Reclaimed Water System (System) to assist the City of Kyle in developing the reclaimed water infrastructure into a separate utility system.

2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are:

- Study and Report Services (Exhibit A, Part 1)

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

- Set forth as Additional Services in Part 2-Additional Services, of Exhibit A, Engineer's Services for Task Order," modified for this specific Task Order, and attached to an incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B of this Task Order.

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Prepare Master Plan Report and submit Draft Report to Owner.	Within 3 months of the Effective Date of the Task Order.
Owner	Submit comments regarding Draft Report to Engineer.	Within 30 days of the receipt of Draft Report.
Engineer	Prepare Preliminary Construction Phasing Plan and submit to Owner.	Within 3 months of receipt of the Owner's comments regarding the Draft Report.
Owner	Submit comments regarding Preliminary Construction Phasing Plan to Engineer.	Within 14 days of the receipt of Preliminary Construction Phasing Plan.
Engineer	Furnish Final Report to Owner.	Within 21 days of receipt of the Owner's comments regarding the Preliminary Construction Phasing Plan.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Reclaimed Water Master Plan and Report Phase (A1.01)	\$ 88,787.25	Lump Sum
TOTAL COMPENSATION (lines 1.a)	\$ 88,787.25	
2. Additional Services (Part 2 of Exhibit A)	\$ (N/A)	(N/A)

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: None.

8. Other Modifications to Agreement and Exhibits: None.

9. Attachments: Exhibit A, Exhibit 8, Exhibit C.

10. Other Documents Incorporated by Reference: None.

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner

The Effective Date of this Task Order is March 16, 2021.

OWNER:
CITY OF KYLE

ENGINEER:
Cobb, Fendley & Associates, Inc..

By: _____

By: DWARTH

Print Name: Travis Mitchell

Print Name: Dan Warth

Title: Mayor

Title: Executive Vice President

Engineer License or Firm's Certificate No. (if required): F-274
State of Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASKORDER:

ATTEST: _____
Jennifer Holm, City Secretary

Name: Stanley Fees

Address: 100 W. Center Street, Kyle, TX 78640

Title: Project Manager

Address: 505 E. Huntland Drive, Ste 100
Austin, Tx 78759

E-Mail Address: sfees@cobb fendley.com

Phone: (512) 834-9798

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services

As Basic Services, Engineer shall:

A. DATA COLLECTION AND REVIEW

1. Review Reports, studies, and drawings. This assumes that the City of Kyle will provide relevant and requested reports, studies, and drawings. This includes Bunton Creek Reserve Phase 1, Bunton Interceptor, Cool Springs phase 1, Cool Springs Phase 2, Elliot Branch Phase II, Elliot Branch WW Interceptor, Kyle Heroes Memorial Park Reclaimed, Lehman Road, North Trails WW 90% Submittal, Southside Wastewater Improvements, Stagecoach Subdivision Phase 1 and Stagecoach Subdivision Phase 1A
2. Site Visit(s) to potential ground storage tank/booster station/storage pond location(s) to determine site(s) are appropriate for storage infrastructure

B. PRELIMINARY RECLAIMED WATER LAYOUT

We are looking at the developments listed in A1 above to provide a plan view layout of the existing and proposed utility locations

C. Preliminary Reclaimed Water System Analysis

1. Analysis of existing reclaimed water system
 - a. Analysis of existing transmission/distribution system
 - b. Analysis of existing storage facilities
 - c. Analysis of existing pumping facilities
 - d. Analysis of existing end user(s) volumes (Plum Creek contract)
2. Determination of proposed reclaimed water system
 - a. Determination of proposed sizes for transmission/distribution, including evaluation of systems currently in design or planning
 - b. Determination of proposed storage facilities
 - c. Determination of proposed pumping facilities
 - d. Determination of proposed end user(s) needs
 - e. Determination of proposed fee for reclaimed water – Utilizing research of rates being charged by communities in the Central Texas Region

D. Preliminary Construction Phasing Plan – written description with conceptual exhibits to describe the system construction and associated improvements.

E. Identify possible Project Permitting/Design Requirements –

1. TxDOT, County ROW, Floodplain, TCEQ Edwards Aquifer Zone

- F. Construction Cost Estimates: shall include estimates based on linear feet of reclaimed water system improvements, construction activities. 35% contingency will be applied.
- G. Deliverables
 - 1. Monthly Status Update- Assumes 3 months duration for draft Master Plan
 - 2. Stakeholder meetings:
 - a. City of Kyle City Council – 2 meetings
 - 3. Preliminary Master Plan - Draft
 - 4. Preliminary Master Plan – Final
 - 5. Preliminary Construction Phasing Plan
- H. Project Management and QA/QC: This task consists of effort associated with project administration, coordination with City staff, coordination and supervision of the project team, invoicing, and quality management so that project milestones and deliverables meet schedule and budget constraints.
 - 1. Project Management
 - 2. QA/QC
- I. Meetings
 - 1. Project Coordination Meetings. Two meetings have been budgeted for this Master Planning Phase with the client.
 - 2. Kickoff Meeting. One kickoff meeting with the project team.
 - 3. Bi-weekly coordination calls. CF will host up to 8 coordination call meetings with the project team.

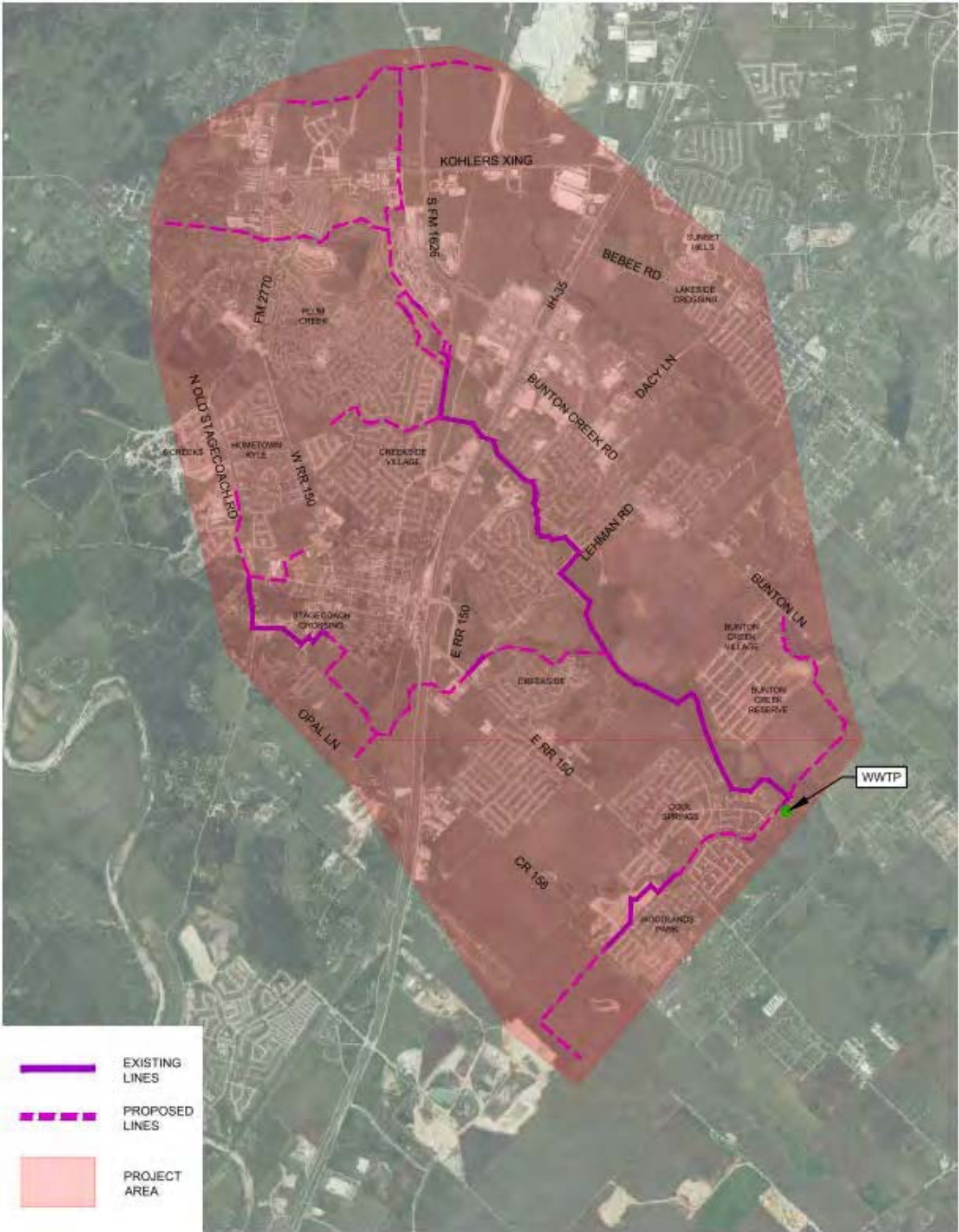


Exhibit A — Engineer's Services

EJCDC* E-505, Agreement Between Owner and Engineer for Professional Services — Task Order Edition.
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 and American Society of Civil Engineers. All rights reserved.

PART 2—ADDITIONAL SERVICES

A2.01 Additional Services Requiring an Amendment to Task Order

- A. Work not described in the basic services must be approved by supplemental amendment by the City before the Engineer undertakes it. If the Engineer is of the opinion that any work is beyond the scope of this Contract and constitutes additional work, the Engineer shall promptly notify the Owner of that opinion, in writing. In the event the City finds that such work does constitute additional work, then the City shall so advise the Engineer, in writing, and shall provide extra compensation to the Engineer for the additional work as provided under a supplemental agreement.

This is EXHIBIT B, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services — Task Order Edition dated March 16, 2021.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 Specific Responsibilities

A. Owner shall:

1. The City will provide to CF all data in the City's possession relating to CF's services on the Project. CF will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.
2. The City will give prompt notice to CF whenever the City observes or becomes aware of any development that affects the scope or timing of CF's services.
3. The City will examine information submitted by CF and render in writing or otherwise provide comments and decisions in a timely manner.

This is EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services — Task Order Edition dated March 16, 2021.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 — OWNER'S RESPONSIBILITIES

C2.01 Explanation of Compensation Method

A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services as shown on the following page.
2. The Lump Sum includes compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

EXHIBIT 2 - FEE ESTIMATE															
City of Kyle, Texas															
Reclaimed Water Master Plan															
Professional Service Description	Total Task Hours	Total Task Cost	Staff								Civil Subconsultants	Total Expense	Mileage	Printing 8.5x11	Printing Full Size
			Principal	Project Manager	Senior Project Engineer	Project Engineer II	Project Engineer I	Senior Technician	Clerical	Sub 1					
			\$225.00	\$200.00	\$185.00	\$135.00	\$115.00	\$135.00	\$75.00						
Preliminary Engineering	654.00	\$ 87,990.00	18.00	78.00	25.00	203.00	289.00	0.00	41.00	Fee	0.00	797.25	1050.00	1500.00	0.00
1 Data Collection and Review	0.00	\$ -													
a Review Reports, Studies, and Drawings	17.00	\$ 2,200.00		1.00		8.00	8.00					\$ -			
b Site Visit - 1	9.00	\$ 1,550.00		3.00		3.00	3.00					\$ 38.15	70		
2 Preliminary Reclaimed Water Layout															
a Preliminary Reclaimed Water Layout	25.00	\$ 3,120.00		1.00		8.00	16.00					\$ -			
3 Preliminary Reclaimed Water Analysis															
a Analysis of existing reclaimed water system	34.00	\$ 4,320.00		2.00	0.00	12.00	20.00								
b Analysis of existing storage facilities	34.00	\$ 4,320.00		2.00		12.00	20.00								
c Analysis of existing pumping facilities	34.00	\$ 4,320.00		2.00		12.00	20.00								
d Analysis of existing end user(s) volumes (Plum Creek contract)	34.00	\$ 4,320.00		2.00		12.00	20.00								
e Determination of proposed reclaimed water system	30.00	\$ 3,860.00		2.00		12.00	16.00								
f Determination of proposed storage facilities	30.00	\$ 3,860.00		2.00		12.00	16.00								
g Determination of proposed pumping facilities	30.00	\$ 3,860.00		2.00		12.00	16.00								
h Determination of proposed end user(s) needs	30.00	\$ 3,860.00		2.00		12.00	16.00								
4 Preliminary Construction Phasing Plan	21.00	\$ 2,660.00		1.00		8.00	12.00								
5 Project Permitting Requirements	17.00	\$ 2,200.00		1.00		8.00	8.00								
6 Construction Cost Estimates	13.00	\$ 1,660.00		1.00		4.00	8.00								
7 Deliverables															
a Monthly Status Update - Assumes 4	6.00	\$ 570.00				2.00			4.00			\$ -			
b Stakeholder Meetings - up to 2	36.00	\$ 4,680.00		4.00	4.00	4.00	16.00		8.00			\$ 457.80	840		
c Master Plan - Draft	71.00	\$ 9,635.00		1.00	16.00	20.00	24.00		10.00			\$ 75.00		500	
d Master Plan - Final	39.00	\$ 4,935.00		1.00	4.00	12.00	16.00		6.00			\$ 75.00		500	
e Preliminary Construction Phasing Plan	21.00	\$ 3,025.00		1.00	4.00	8.00	8.00					\$ 75.00		500	
f Determine Rate Structure for Fees	29.00	\$ 3,785.00		1.00	4.00	8.00	12.00		4.00			\$ -			
8 Project Management & QA/QC															
a Project Management	20.00	\$ 3,100.00		4.00	8.00				8.00			\$ -			
b QA/QC - Master Plan	28.00	\$ 3,340.00		4.00		24.00						\$ -			
9 Meetings															
a Project Coordination Meetings - 2	13.00	\$ 2,025.00		1.00	4.00		4.00	4.00				\$ 76.30	140		
b Kickoff Meeting - 1	9.00	\$ 1,385.00		1.00	2.00	1.00	2.00	2.00	1.00			\$ -			
c Bi-weekly Coordination Meetings -8	24.00	\$ 3,600.00		8.00		8.00	8.00					\$ -			
END BASIC SERVICES															
Total Basic Service Hours:	654.00		18.00	78.00	25.00	203.00	289.00	0.00	41.00						
Total Basic Services		\$ 87,990.00													
Total Expenses		\$ 797.25													
Overall Total - Basic Services		\$ 88,787.25													
Supplemental Services		\$ -													
END															
Total Supplemental Services		\$ -													
Total Fee Basic + Supplemental Services		\$ 88,787.25													

The hours listed above are an estimate. The hours assigned to the Phase are not exclusive to the Phase which they are assigned. The total fee will not exceed the total contract amount as discussed in Article 2. The hourly rates of this contract shall apply throughout the remainder of this contract and to all change in services.

Payment to the ENGINEER will be made as follows:

1. Basic Services - The amounts of these invoices will be based upon the extent of work completed by the Engineer on an hourly basis.
2. Supplemental Services - The Engineer will receive approval in writing before performing supplemental services. The amounts of these invoices will be based upon the extent of work completed by the Engineer on a lump sum basis.
3. Reimbursable Expense - Reimbursable expenses including such things as expenses for plotting, reproduction of documents, auto travel mileage (current IRS approved mileage rate), delivery charges, long distance communications, freight, and state accessibility will be invoiced with appropriate backup documentation.

Invoice and Time of Payment

Invoices will be prepared in a format approved by the City prior to submission of the first monthly invoice. Invoices shall be submitted monthly and paid within 30 days.



CITY OF KYLE, TEXAS

Cadence McShane Proposal and Design Amendment

Meeting Date: 3/16/2021
Date time: 7:00 PM

Subject/Recommendation: Approval of Cadence McShane's Design-Building Design Proposal in the amount of \$400,000 and authorize the City Manager to execute an Addendum to the Cadence McShane Design Build Agreement for the 104 S. Burleson project. ~ *J. Scott Sellers, City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Cadence McShane Design Proposal & Amendment 104 S. Burleson rev 03 08 21

March 08, 2021

City of Kyle
100 W/ Center Street
Kyle, Texas 78640

RE: **Multi-story Commercial Project
104 S. Burlison St.**

SUBJECT: Design Builder's Design Proposal and Design Amendment

PROJECT SUMMARY

The City of Kyle is planning to develop a multi-story commercial building at 104 S. Burlison. The City's Design Criteria for the project is attached to this proposal. The building program spaces and their approximate areas are as follows:

SPACE ALLOCATION

Program Function	Approximate Area
1st FLOOR	
Lobby, Stair, Elevator and Restrooms	750 sq. ft.
Restaurant	1,650 sq. ft.
2ND FLOOR	
Lobby, Stair, Elevator and Restrooms	750 sq. ft.
Multitenant Office Space	1,650 sq. ft.
3rd FLOOR	
Lobby, Stair, Elevator and Restrooms	750 sq. ft.
Event Space	1,650 sq. ft.

We evaluated the building design previously submitted by the Edmonson Flynn Group Design and Architecture and feel that a few modifications to the building design is necessary to align the building design with the project budget.

SCOPE OF WORK		
DESIGN	Included	Not included
Improvements to Alley		X
Landscaping at the Commercial Project site including historic buildings at Miller Street.		X
Coordination of building design with Landscape Design	X	
Building utilities within the property lines.	X	
On-site parking		X
Drives to accommodate functional requirement	X	
Grease trap for future restaurant tenant – location identified. Please note: Installation to be included as part of tenant improvements costs	X	
Primary exterior finish materials to include stone, brick, glass and EIFS.	X	
Elevator, Stairways and Lobby finish-out on floors 1, 2 & 3	X	
Restaurant space on 1 st floor as cold dark shell with utilizes stubbed into space to accommodate future finish-out	X	
Restrooms consolidated on one floor for all uses	X	
Multi-tenant office space on 2 nd floor	X	
Event space on 3 rd floor	X	
Exterior balcony on 3 rd floor	X	
Exterior dining area for restaurant	X	
MEP systems Elevator, Stairways and Lobby on floors 1, 2 & 3	X	
MEP systems for restaurant on 1 st floor		X
MEP systems for Multi-tenant office space on 2 nd floor	X	
MEP systems for event space on 3 rd floor	X	
CONSTRUCTION	Included	Not included
Relocation of overhead utility lines to underground along S. Burleson Street.		X
Improvements to Alley		X
On-site parking		X
Landscaping at the Commercial Project site including historic buildings at Miller Street.	X	
Building utilities within the property lines.	X	
Off-site parking and asphalt work		X
Drives to accommodate functional requirement	X	
Grease trap for future restaurant tenant		X
Primary exterior finishes to include stone, brick, glass and EIFS	X	
Elevator, Stairways and Lobby finish-out on floors 1, 2 & 3	X	
Restaurant space on 1 st floor as cold dark shell with utilizes stubbed into space to accommodate future finish-out	X	
Multi-tenant office space on 2 nd floor	X	
Event space on 3 rd floor	X	
Exterior balcony on 3 rd floor	X	
Exterior dining area for restaurant	X	
MEP systems Elevator, Stairways and Lobby on floors 1, 2 & 3	X	
MEP systems for restaurant on 1 st floor		X
MEP systems for Multi-tenant office space on 2 nd floor	X	
MEP systems for event space on 3 rd floor	X	

The estimated cost of Design and Construction for the Project is as follows:

Design Services (Lump Sum costs)	\$400,000
<u>Construction Budget – Building and site (Probable costs)</u>	<u>\$2,400,000</u>
Building Design and Construction Cost	\$2,800,000

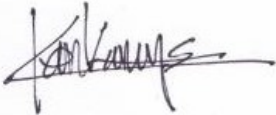
Installation of Landscaping at Mary Kyle Hartson City Square Park	TBD
Restaurant Design & Finish-out	TBD

The Preliminary Design documents will include the following:

- Confirmation of the allocations of program functions;
- Site plan;
- Building plans, sections and elevations;
- Structural system;
- Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- Outline specifications or sufficient drawing notes describing construction materials.

A preliminary schedule including proposed design milestones, dates for periodic design review sessions with the Owner and the anticipated date for the Design-Builder's Proposal is attached.

Sincerely,



Kevin Cummings, Director of Preconstruction Services
Cadence McShane Construction Company LLC

Attachments:

Owner's Design Criteria
Preliminary Schedule

City of Kyle
Multistory Commercial Building
Design Kick off Meeting
December 23, 2020
MEETING MINUTES

1. General Project Information

Project Name	Multistory Commercial Building	
Owner	City of Kyle	
Location	104 S. Burleson	
Use	Restaurant, office and meeting space	
No. of floors	Above grade	3
	Below grade	none
Area	Gross building area	TBD
	Net Rentable area	TBD
	Total site area	TBD

2. Design Criteria

Site:

- Existing conditions – Scope of work for building demolition and site clearing is assumed to be directly handled by the City of Kyle.
 - Demolition by CMC
- Building Utilities scope – from building to 5' outside of building. All utilities including
 - CMC scope includes utilities within the Property line. No off sites to be included in the scope design or build.
- Grease trap for future restaurant tenant? Size?
 - Scope of work for restaurant tenant space to be determined. City to have further internal conversations and will provide direction to CMC. Currently the scope is to exclude the grease trap and make it a part of tenant improvements.
- Coordinate building design with City's designer on the exterior landscape, hardscape and exterior lighting.
 - CMC to coordinate with Ann Coleman on design of landscape within the Project limit of construction.
- Scope of Parking/Drives on site?
 - Functional accommodation only, no parking requirement. Parking requirements for the buildings to be met by on street parking in the vicinity of the building.

Building:

- Approximately 2,400 sf footprint and three stories
- FF&E – not in Design-Build scope.
 - Possibly an alternate to provide a limited amount for Chamber of Commerce as a tenant on the 2nd floor, to be determined. If it is decided that FF&E needs to be added for the second floor that will be an added scope (add alternate)
- Appropriately Sized Bathrooms for Occupancy Loads.

- To accommodate efficient space utilization, restrooms designed to be accessible to public space to allow use between occupancies. The City is ok with code minimum restrooms that serve all three floors together.
- Utility Closet for Buildings Mechanical / Electrical / Plumbing / Fire Systems, as required
- Firsts floor will be designed for Core & Shell with future restaurant tenant build out in mind.
 - Scope of work for restaurant tenant space to be determined. City to have further internal conversations and will provide direction to CMC. Currently the scope should be a core and shell and may include more Tis if a deal is struck between the City and the restaurant tenant.
 - Elevator and stair circulation for access
 - Utility Controls for Various Tenants.
- Second Floor will be designed for Core & Shell with future office tenant build out in mind.
 - A Lobby / Landing Space for Elevator and Stair Circulation.
 - Office tenant space to be designed to accommodate multiple tenants and provide flexibility in tenant size.
- Third Floor Event Space will have programming to be operated by the City.
 - A Lobby / Landing Space for Elevator and Stair Circulation.
 - A Warming Kitchen with Bar for temporary Food & Beverage for Events.
 - Conditioned space for Events.
 - View of Plaza & Site Development.
- Level of finish within each space
 - Lobby
 - Stair
 - Elevator
 - Restrooms
 - City to provide CMC names of existing city facilities as example levels of finish
- Building Signage – interior & exterior
 - City does not have a signage standard. External monument and multitenant sign may be an option to consider.
- Exterior materials/preferences
 - City to provide CMC names of existing city facilities as examples of finish materials
- Covered exterior spaces (patios)
 - Exterior dining area for restaurant desired.
- MEP systems requirements
 - Independent systems per floor
 - Public facilities
 - Lobby, vertical circulation and restrooms open when building is open
 - Data communications and Security requirements? Who provides?
 - City will provide city standards and vendor contact.

3. Information and Services required of the Owner and paid for by the Owner.

- Environmental Site Assessment – Demolition
 - City of Kyle has an ESA for the existing structure and will provide to CMC
- Site, boundary & topographic surveys; public and private utilities and services; legal description of site
- Overall Civil engineering
 - All civil engineering outside Property line.
- Geotechnical investigation & Testing services
- Platting, zoning and entitlements
- Permitting fees, impact fees,

4. Design/Construction Schedule Target:

Design-Builder Design Proposal	TBD
Design-Build Proposal	TBD
Construction Drawings	TBD
Construction commencement	TBD
TCO / CO Date	TBD

- Meeting for January 14th to be cancelled
- Points of contact for the project
 - CMC = Kevin Cummings
 - City of Kyle = Scott Sellers

OWNER'S DESIGN CRITERIA

City of Kyle Multistory Commercial Building 104 S. Burleson January 26, 2021 MEETING NOTES

In addition to the criteria contained in the December 23 meeting minutes, the following items are to be included in the Owner's Design Criteria.

1. Building Design Examples:

- The George Hotel, College Station
- Incorporate the original design from EFG (formerly ERG)
- Include some aspect of "Original Town" Kyle through the decorating

2. Restaurant design:

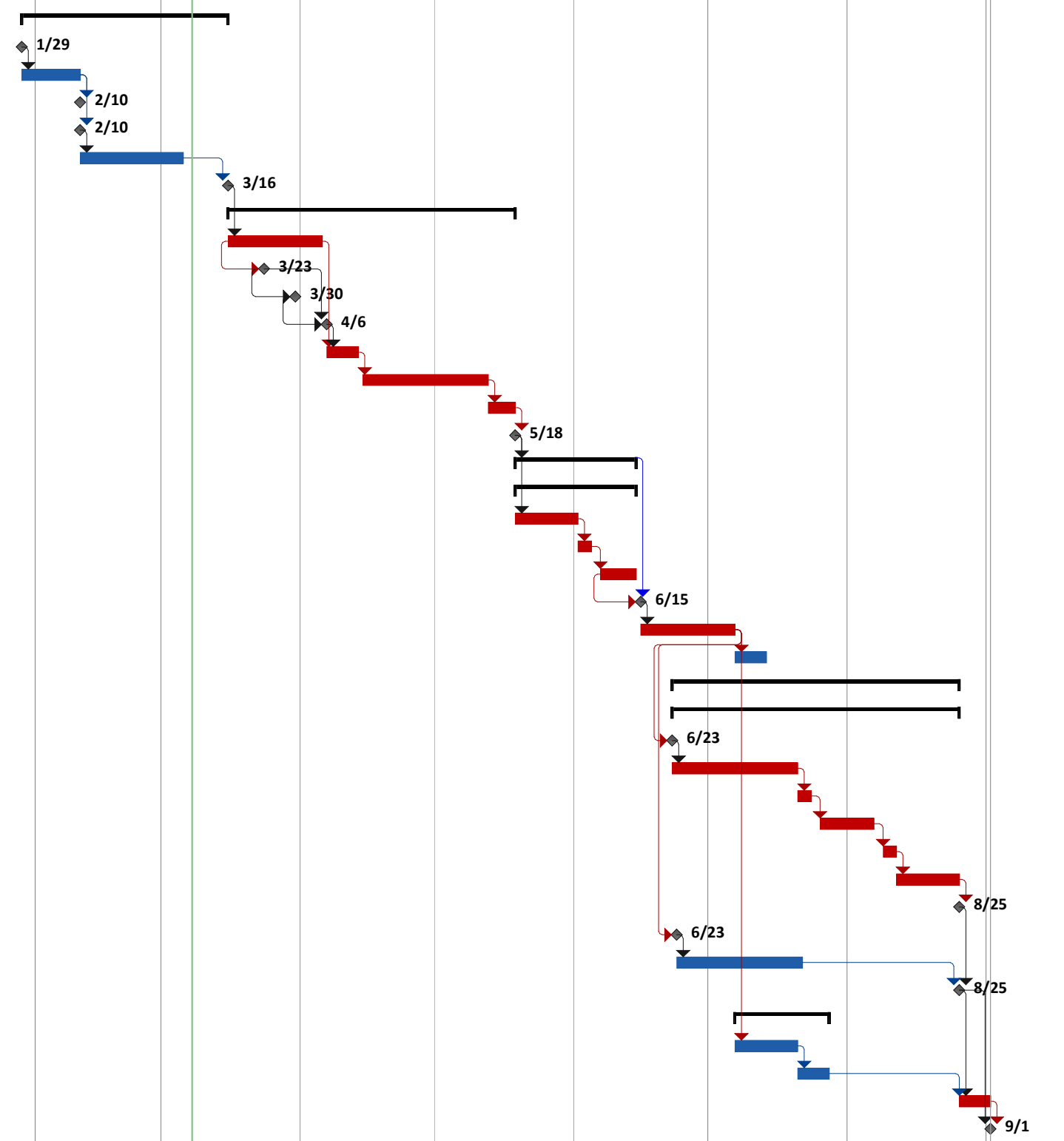
- Should be generic to accommodate any restaurateur
- The restaurant is expected to be a dining destination
- Exterior dining area to be integrated with the building design
- The design should not include accommodations for a future food truck.
- The design should not include accommodations for a future drive through.

3. Landscape

- The landscape design for the project shall extend south to Miller St. and incorporate the two existing historic structures.

**CITY OF KYLE
MULTISTORY COMMERCIAL BUILDING
DESIGN/PRECONSTRUCTION SCHEDULE**

ID	Task	Task Name	Start	Finish	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
1		EXECUTE DESIGN-BUILD AGREEMENT	Wed 1/6/21	Wed 1/6/21	◆ 1/6									
2		PRE-DESIGN PHASE	Fri 1/29/21	Tue 3/16/21										
3		Owner provides Owner's Criteria	Fri 1/29/21	Fri 1/29/21	◆ 1/29									
4		Design-Builder's preliminary evaluation of Owner's Criteria	Fri 1/29/21	Wed 2/10/21		◆ 2/10								
5		Design-Builder & Owner review preliminary evaluation	Wed 2/10/21	Wed 2/10/21		◆ 2/10								
6		Design-Builder Submits report to Owner (Design Builder's Design Proposal)	Wed 2/10/21	Wed 2/10/21										
7		Owner's review of report	Thu 2/11/21	Fri 3/5/21										
8		Execution of Design Amendment / NTP from Owner	Tue 3/16/21	Tue 3/16/21			◆ 3/16							
9		PRELIMINARY DESIGN	Tue 3/16/21	Tue 5/18/21										
10		Schematic Design	Tue 3/16/21	Mon 4/5/21										
11		Owner Design Review Session	Tue 3/23/21	Tue 3/23/21			◆ 3/23							
12		Owner Design Review Session	Tue 3/30/21	Tue 3/30/21			◆ 3/30							
13		Submit schematic design to Owner	Tue 4/6/21	Tue 4/6/21			◆ 4/6							
14		<i>Schematic Design Owner review and approval</i>	Wed 4/7/21	Tue 4/13/21										
15		Design Development	Thu 4/15/21	Wed 5/12/21										
16		<i>Owner review and approval</i>	Thu 5/13/21	Tue 5/18/21										
17		Owner's written consent to proceed with Permitting	Tue 5/18/21	Tue 5/18/21										
18		DESIGN-BUILDER'S PROPOSAL	Wed 5/19/21	Mon 6/14/21										
19		BUDGETING/BIDDING	Wed 5/19/21	Mon 6/14/21										
20		Design-Build Documents Bidding	Wed 5/19/21	Tue 6/1/21										
21		Design-Build Documents Compiling bids, internal review	Wed 6/2/21	Fri 6/4/21										
22		<i>Owner Review and approval Design-Builder's proposal</i>	Mon 6/7/21	Mon 6/14/21										
23		EXECUTE DESIGN-BUILD AMENDMENT	Tue 6/15/21	Tue 6/15/21										
24		Construction Documents	Wed 6/16/21	Tue 7/6/21										
25		<i>Owner's review and approval of Construction Documents</i>	Wed 7/7/21	Tue 7/13/21										
26		PERMITS/APPROVALS	Wed 6/23/21	Wed 8/25/21										
27		Site Development Permit and Building Permit	Wed 6/23/21	Wed 8/25/21										
28		Site Development Permit Submission	Wed 6/23/21	Wed 6/23/21										
29		Initial Review - 1st round comments	Wed 6/23/21	Tue 7/20/21										
30		address comments	Wed 7/21/21	Fri 7/23/21										
31		2nd review	Mon 7/26/21	Fri 8/6/21										
32		address comments	Mon 8/9/21	Wed 8/11/21										
33		3rd review	Thu 8/12/21	Wed 8/25/21										
34		Site Development Permit	Wed 8/25/21	Wed 8/25/21										
35		Building Permit submission	Wed 6/23/21	Wed 6/23/21										
36		Permit review	Thu 6/24/21	Wed 7/21/21										
37		Building Permit	Wed 8/25/21	Wed 8/25/21										
38		BUDGETING/BIDDING	Wed 7/7/21	Tue 7/27/21										
39		Bidding	Wed 7/7/21	Tue 7/20/21										
40		Compiling bids, internal review	Wed 7/21/21	Tue 7/27/21										
41		Mobilize and contract	Thu 8/26/21	Wed 9/1/21										
42		COMMENCE CONSTRUCTION	Wed 9/1/21	Wed 9/1/21										



Project: Prelim. Design/Precon. Schedule
Date: Mon 3/8/21



Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Critical	
Milestone		External Milestone		Manual Task		Start-only		Critical Split	
Summary		Inactive Task		Duration-only		Finish-only		Progress	



CITY OF KYLE, TEXAS

DDR DB Kyle LP - Zoning (Z-20-0069)

Meeting Date: 3/16/2021

Date time: 7:00 PM

Subject/Recommendation: *[Postponed 3/2/2021] (First Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, to rezone approximately 19.5 acres of land from Retail Service District 'RS' to Multi-Family Residential-3 'R-3-3' for property located at 5492 Kyle Center Drive, in Hays County, Texas. (DDR DB Kyle LP - Z-20-0069) ~ *Howard J. Koontz, Director of Planning and Community Development*

Planning and Zoning Commission voted 5-1 to deny the request.

- Public Hearing

Other Information: See attachments.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Staff Memo
- Ordinance with Exhibit's A & B
- Request Letter
- Application
- Location Map
- Current Zoning Map
- Land Use Districts Map
- Letter in favor of request
- Letter of Opposition

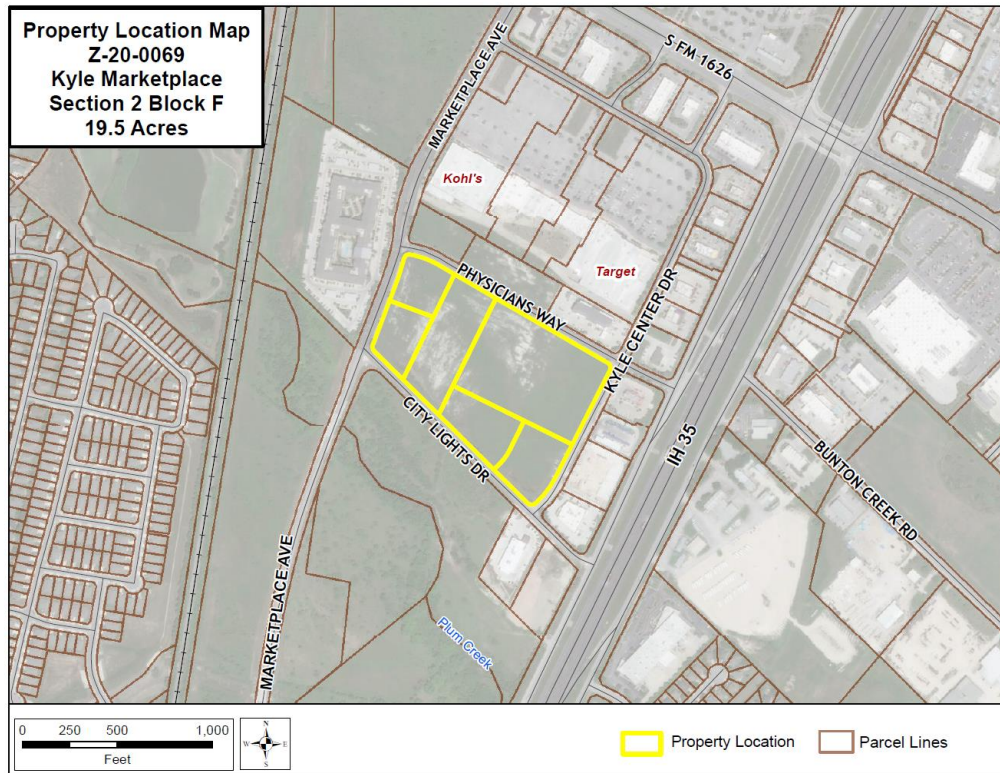
Property Location Kyle Marketplace Section 2, Lots 1, 1B, 1C, 2, 3, & 4, Block F

Owner DDR DB Kyle LP.
Michael S. Owendoff, Deputy General Counsel
3300 Enterprise Pkwy
Beechwood, OH 44122

Agent Travis Sawvell
1703 W. 5th, Ste. 850
Austin, TX 78750

Request Rezone 19.4681-Acres "RS" (Retail Services) to "R-3-3" (Apartments Residential 3)

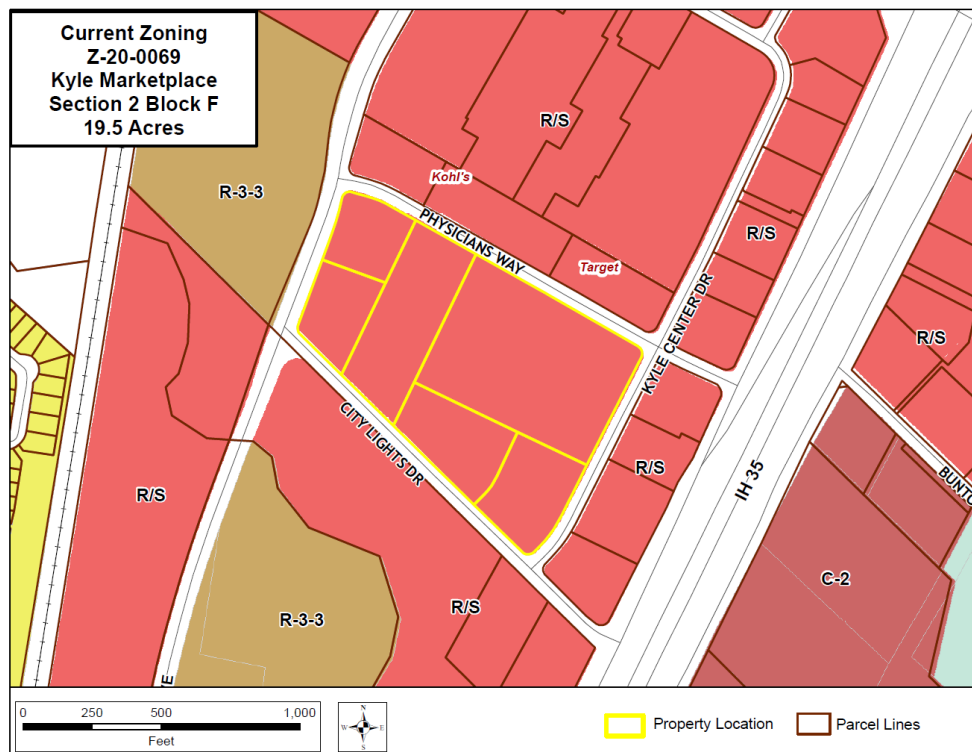
Vicinity Map



SITE DESCRIPTION

The site is located on an undeveloped pad site, surrounded on four sides by public streets (Marketplace Ave., Kyle Center Dr., Physicians Way, City Lights Dr.). The parcel is generally behind the Target/Kohl's shopping center, with the Comfort Suites hotel between the shopping center and the pad site. To the east of the block, are Chicken Express, Rapid Express Car Wash, a two-story office and Kyle ER. To the south lie Caliber Collision and a future fuel station and strip center (under construction). To southwest lies undeveloped land, zoned "RS". To the west is undeveloped land zoned "RS" (across Marketplace Ave.). To the west and northwest lies the Oaks of Marketplace apartment complex (zoned R-3-3).

Current Zoning Map



Existing Zoning

RS (Retail Services District)

Sec. 53-480. - Purpose and permitted uses.

This district allows general retail sales of consumable products and goods within buildings of products that are generally not hazardous and that are commonly purchased and used by consumers in their homes, including most in-store retail sales of goods and products that do not pose a fire or health hazard to neighboring areas, e.g., clothing, prescription drugs, furniture, toys, hardware, electronics, pet supply, variety, department, video rental and antique stores, art studio or gallery, hobby shops and florist shops., and the retail sale of goods and products (in the following listed use areas) to which value has been added on site, including sales of goods and services outside of the primary structure as customary with the uses specifically listed, and the following: Any use permitted in CBD-1 or CBD-2 and RS districts as provided in section 53-1230.

Requested Zoning

R-3-3 (Apartments Residential 3)

Sec. 53-292. - Purpose and permitted uses.

The multifamily residential district R-3-3 permits typical apartment development with buildings not exceeding three stories, nor more than 28 units per buildable acre, and with apartments or units having a minimum living area of 500 square feet; provided that not more than 25 percent of the units in any such apartment development or project shall have less than 750 square feet of living area.

CONDITIONS OF THE ZONING ORDINANCE

Sec. 53-1205 Amendments

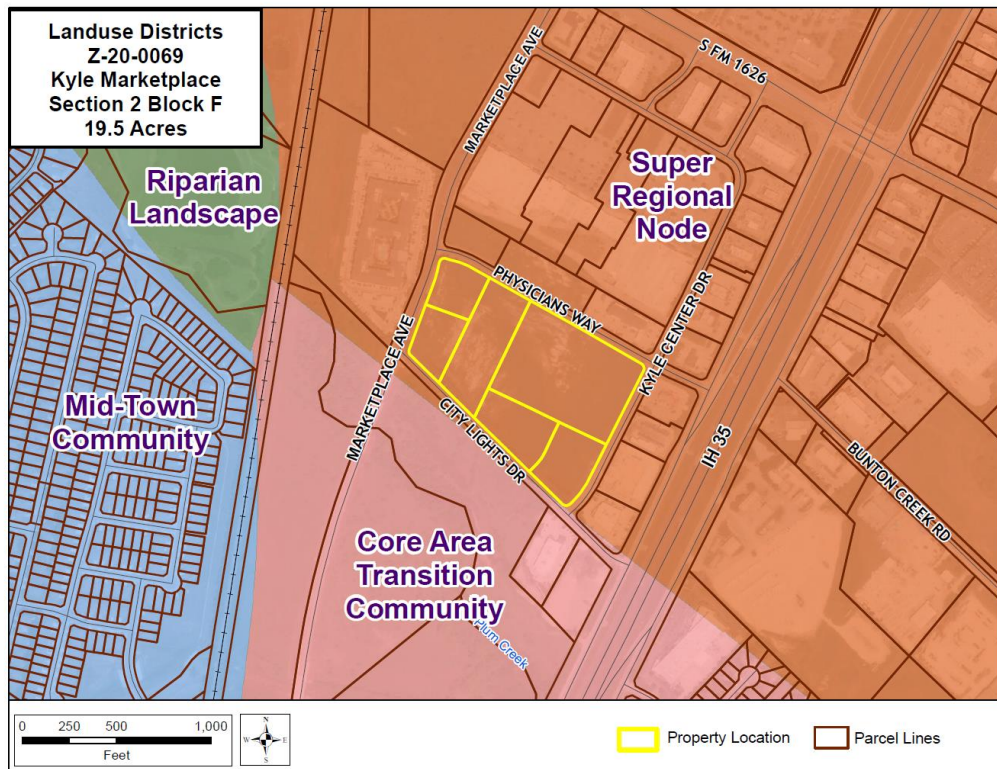
(d)

Referral of amendment to planning and zoning commission. Upon its own motion, a request by the planning and zoning commission, or the receipt of an administratively complete petition and application to zone or rezone a lot, tract or parcel of land, which petition and application has been examined and approved as to form by the city manager, shall be referred to the planning and zoning commission for consideration, public hearing, and recommendation to the city council. The council may not enact a rezoning amendment until the planning and

zoning commission has held a public hearing and made its recommendation to the city council, or has made a final vote on the matter without obtaining a majority, on the zoning or rezoning of the property.

(e)

Action by the planning and zoning commission. The planning and zoning commission shall cause such study and review to be made as advisable and required, shall give public notice and hold a public hearing as provided by state law, and shall recommend to the council such action as the planning and zoning commission deems proper...



COMPREHENSIVE PLAN TEXT

The subject site is located within the “Super Regional Node”. The “R-3-3” zoning district is a recommended district in the “Super Regional Node”.

Recommended: E, HS, R-3-2, **R-3-3**, R/S, MXD, O/I

Conditional: ----

Super Regional Node

'Character': The Super Regional Node should contain large-scale institutional, commercial, retail, and where appropriate, high density multifamily land uses to create the highest classification activity center in Kyle. The Seton Medical Center should serve as the key distinguishing employment component, serving as the primary institutional use in the district upon which support enterprises can base their business locations. The Super Regional Node is in the early stages of development, and care should be taken to ensure that as development processes, it is in keeping with the character and intent outlined below for this Node. Seton Hospital serves as a regional attractor and, in large part, alongside destination retail and business services, defines the Super Regional Node. Associated health providers and goods and service providers should be attracted to this area and encouraged to create a diverse commercial and employment center. The aggregation of commercial square footage in this Node creates a significant commercial destination that will be visible to regional travelers along the I-35 corridor. This proximity to highway infrastructure results in the rare instance of a district primarily designed to be automobile oriented, with patrons arriving and inter-locating primarily by car. The commercial focus of this Node should be on acting as an economic activity center, generating much needed real estate, sales and hotel occupancy tax revenue for the city while fulfilling the retail and service needs of patrons from a targeted distance of no less than 10-15 mile away. Additionally, ancillary entertainment uses, such as movie theaters or bowling alleys, may be appropriate in this Node. This Node should serve as a destination for Kyle, attracting people due to the hospital and/or commercial offerings, and encouraging them to extend their stay due to unique and diverse uses and connections to other areas of Kyle.

'Intent': The purpose of the Super Regional Node is to capture employment opportunities and create a commercial destination within Kyle. Situated at the intersection of I-35 and Texas State Highway 1626, these high classification roadways are best suited to bring in out-of-region patrons with the least impact to Kyle's local street network. This Node should take advantage of the medical center and of I-35 traffic to increase Kyle's competitiveness in the surrounding region. Existing employment opportunities should be referenced when targeting complimentary commercial uses and opportunities for increased value capture. Due to the concentration and diversity of uses in this Node, appropriate land use transitions to adjacent Communities is critical. The anchor of the Super Regional Node should be employment and they daytime population created by those positions, and the Super Regional Node should have the highest level of development intensity of all Nodes.

ANALYSIS

The subject property is located on approximately 19.5-acres, south (behind) of the Target/Kohl's shopping center. It is bounded on four sides by existing streets and has water and wastewater services available to it. The site is currently zoned "RS" (Retail Services), and the "R-3-3" (Apartments Residential 3) is recommended per the "Super Regional Node" land use district.

The 19.5-acre parcel has been vacant for some time. The pad site has never been developed and being setback from both southbound IH-35 and FM 1626, the 19.5-acre site is partially hidden from both of those thoroughfares. This site, however, has received significant interest for multi-family, residential development. In several instances, planning staff has met with potential developers to develop the site with a high-density, mixed-use activity center use in mind.

The R-3-3 district allows for up to 28 residential units per buildable acre, in structures of a maximum of 3-stories and 45-feet in height. Theoretically, this property could develop 546 dwelling units, while in reality building setbacks, surface parking lots and drive aisles, and utility corridors and easements will ultimately mean fewer dwellings will actually be built. That stated, other than vertical mixed-use (MXD zoning), this is the City of Kyle's highest density multifamily zoning category. One item of note is the developer and the City Council are drafting a development agreement to further refine the R-3-3 zoning district. It will mostly relate to building façade requirements and building setbacks. The intent is to make it more of an urban style project.

PLANNING COMMISSION

At the January 12, 2021 Planning & Zoning Commission meeting, the Commission heard this application and held a Public Hearing. One commenter sent in a letter in support of the project; the other commenter, Mike Rubsam (former chair of the P&Z Commission), voice opposition to the project, due to his preference for this area to remain a high-activity area that features vertical mixed-use projects with longer periods of activity and operation that will benefit both Kyle residents and out-of-town patrons. After discussion among the remaining commissioners, most of whom voiced opposition to the idea of this project being developed as solely an apartment complex, the Commission voted 5-1 to **recommend denial** of the rezoning request (Commissioner McCall was the sole dissenting vote). Reasons cited include both a preference for vertical mixed use (MXD zoning) or keep it as retail (RS zoning). The Commission largely believes that the City has an overabundance of multifamily and would like ground floor commercial to activate the streetscapes.

RECOMMENDATION

Because the site has sufficient utilities and road infrastructure, city staff supports the rezoning to R-3-3. City staff asks the Mayor & Council to vote to approve the zoning amendment.

Attachments

- Application
- Location Map
- Current Zoning Map
- Land Use Districts Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE TO REZONE APPROXIMATELY 19.5 ACRES OF LAND FROM RETAILSERVICE DISTRICT 'RS' TO MULTI-FAMILY RESIDENTIAL-3 'R-3-3' FOR PROPERTY LOCATED AT 5492 KYLE CENTER DRIVE, IN HAYS COUNTY, TEXAS. (DDR DB KYLE LP- Z-20-0069); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, THAT:

SECTION 1. That the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to rezone approximately 19.5 acres of land from Retail Service District 'RS' to Multi-Family Residential-3 'R-3-3', as shown on the property location map labeled Exhibit B.

SECTION 2. That the City Secretary is hereby authorized and directed to designate the tract of land zoned herein as such on the zoning district map of the City of Kyle and by proper endorsement indicate the authority for said notation.

SECTION 3. If any provision, section, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance or the application to such other persons or sets of circumstances shall not be affected hereby, it being the intent of the City Council of the City of Kyle in adopting this Ordinance, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision.

SECTION 4. This Ordinance shall be published according to law and shall be and remain in full force and effect from and after the date of publication.

SECTION 5. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the _____ day of _____, 2021, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Kyle at a regular meeting on the _____ day of _____, 2021, at which a quorum

was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

APPROVED this _____ day of _____, 2021.

Travis Mitchell, Mayor

ATTEST:

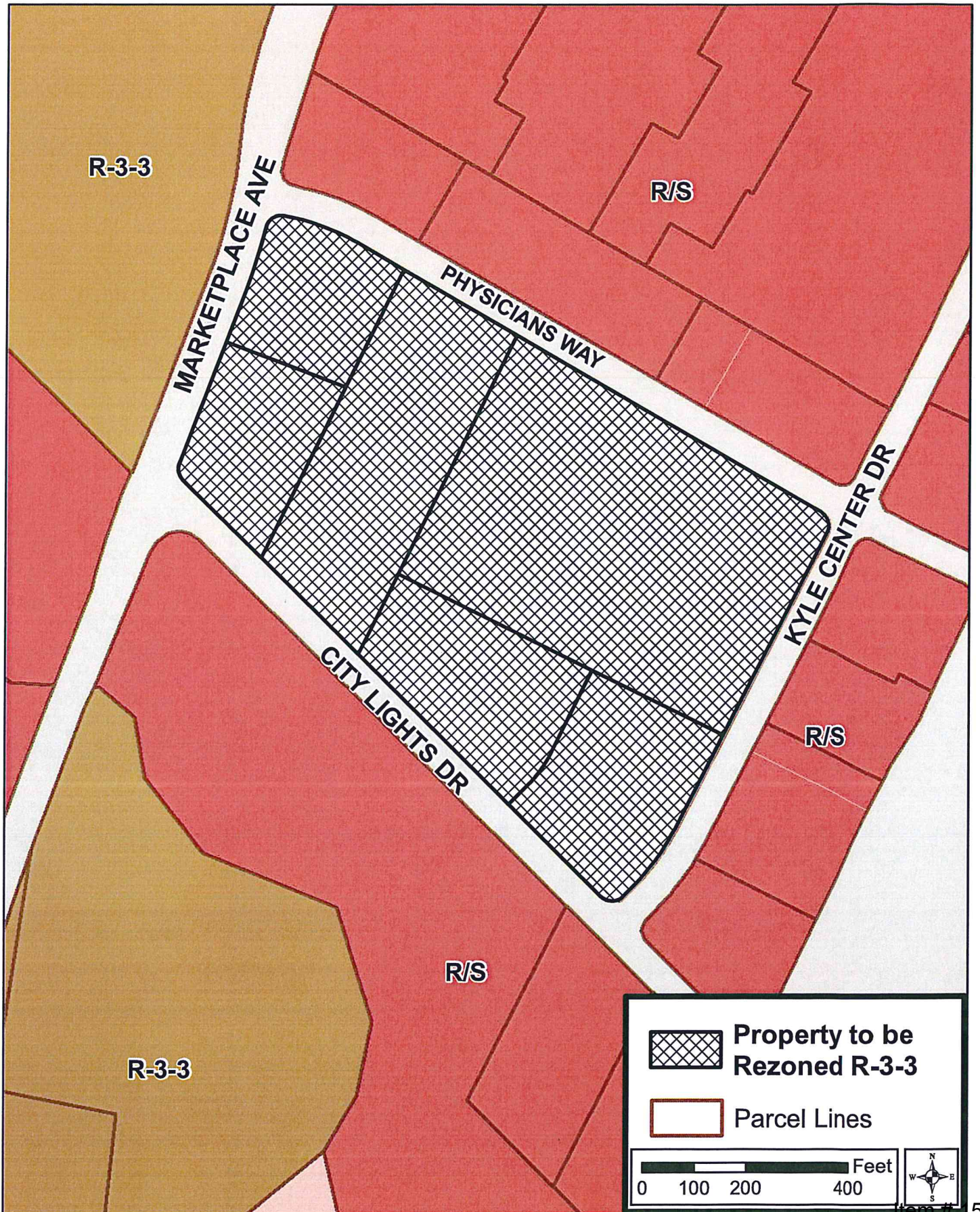
Jennifer Holm, City Secretary

“EXHIBIT A”

KYLE MARKETPLACE SECTION 2, LOTS 1, 1B, 1C, 2, 3 & 4, BLOCK F

Exhibit B

Z-20-0069 Physicians Way at Kyle Center Dr 19.5 Acres





To whom it may concern,

Central Southwest Development (CSW) is seeking the rezoning of Kyle Marketplace Section 2, LOT 1, 1B, 1C, 2, 3, & 4, BLOCK F, consisting of 19.4861 AC, as shown in Exhibit A. CSW has come to this conclusion after actively marketing the property for over 16 months for users that are allowable with the current zoning of RS. Unfortunately, the land no longer lends itself to that zoning and therefor the request is for the land to be rezoned to allow multi-family (R-3-3).

Sincerely,

A handwritten signature in black ink, appearing to read "Robert O'Farrell", written in a cursive style.

Robert O'Farrell

President



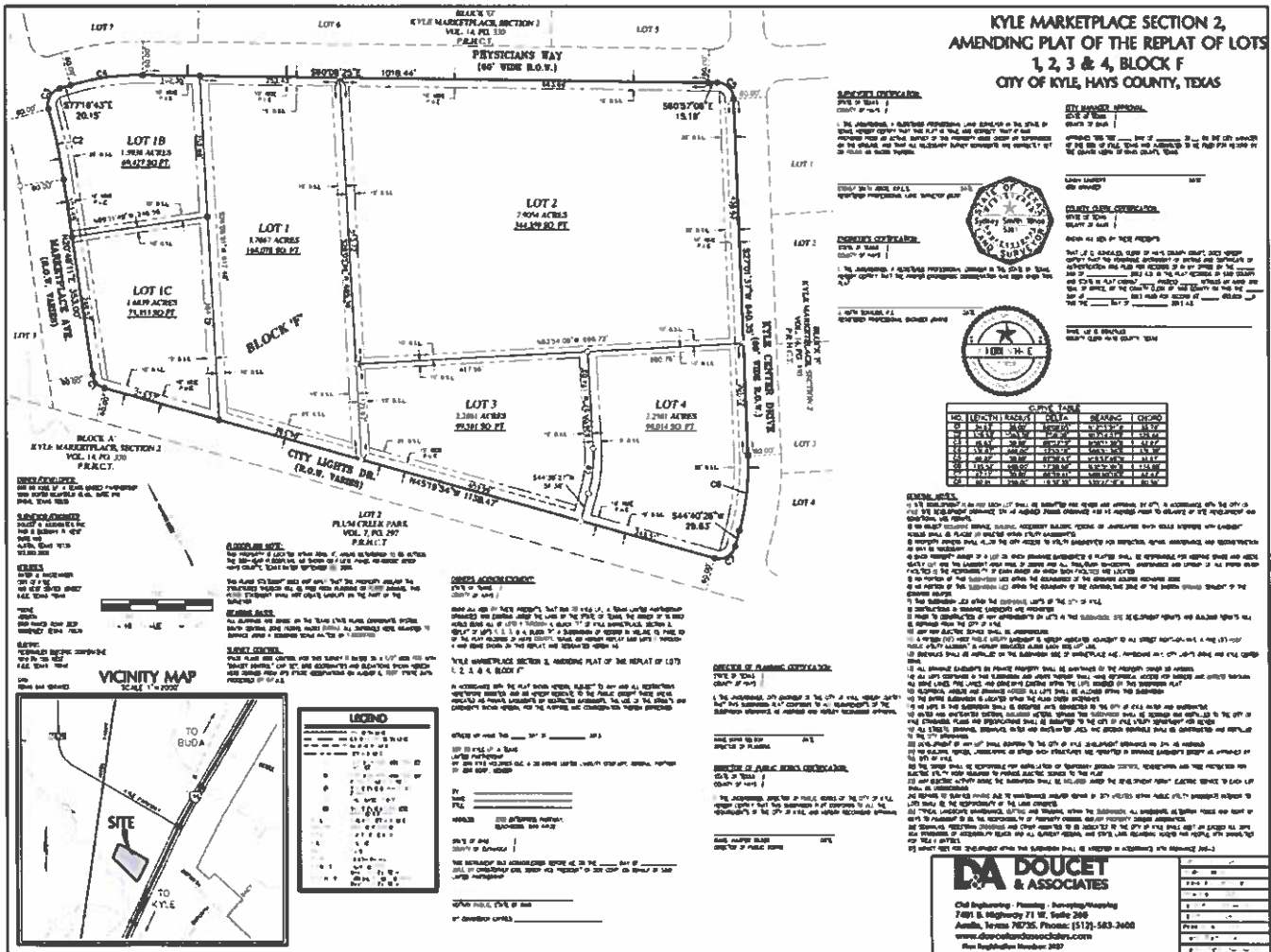
D: 512.368.7025

rofarrell@cswdevelopment.com

www.cswdevelopment.com

Exhibit "A"

**Kyle Marketplace Section 2,
LOT 1, 1B, 1C, 2, 3, & 4,
Block F**



APPLICATION & CHECKLIST – ZONING CHANGE

Zoning: DDR DB KYLE LP
(Name of Owner)

11/30/2020
(Submittal Date)

INSTRUCTIONS:

- Fill out the following application and checklist completely prior to submission.
- Place a check mark on each line when you have complied with that item.
- Use the most current application from the City's website at www.cityofkyle.com or at City Hall. City ordinances can be obtained from the City of Kyle.

REQUIRED ITEMS FOR SUBMITTAL PACKAGE:

The following items are required to be submitted to the Planning Department in order for the Zoning Application to be accepted.

1. Completed application form with owner's original signature.
2. Letter explaining the reason for the request.
3. **Application Fee:** \$428.06, plus \$3.62 per acre or portion thereof.
Newspaper Publication Fee: \$190.21 **Sign Notice Fee:** \$127.00

Total Fee: \$815.81

4. A map or plat showing the area being proposed for rezoning.
5. A clear and legible copy of field notes (metes and bounds) describing the tract (when not a subdivided lot).
6. Certified Tax certificates: County School City
7. Copy of Deed showing current ownership.

***** A submittal meeting is required. Please contact Debbie Guerra at (512) 262-3959 to schedule an appointment.**

1. Zoning Request:

Current Zoning Classification: RS – Retail Services

Proposed Zoning Classification: R-3-3

Proposed Use of the Property: Multi-Family

Acreage/Sq. Ft. of Zoning Change: 19.4861 AC

2. Address and Legal Description:

**Provide certified field notes describing the property being proposed for rezoning.
Provide complete information on the location of the property being proposed for rezoning.**

Street Address: _____

Subdivision Name/Lot & Block Nos.: Kyle Marketplace Section 2, LOT1, 1B, 1C, 2, 3, 4, Block F

Property Recording Information: Hays County
Volume/Cabinet No. _____

Page/Slide No. _____

3. Ownership Information:

Name of Property Owner(s): DDR DB KYLE LP

By DDR Kyle Holdings LLC, its General Partner

Certified Public Notary:

This document was acknowledged before me on the 30th day of November, 2020, by
DDR Kyle Holdings LLC, the General Partner of DDR DB Kyle LP (Owner).

Elizabeth A. Berry
Notary Public State of Ohio

(Seal)

ELIZABETH A. BERRY
Notary Public, State of Ohio, Geauga Cty.
My Commission Expires 4/18/23

(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.)

Address of Owner: 3300 Enterprise Pkwy
Beachwood, OH 44122

Phone Number: _____

Fax Number: _____

Email Number: _____

I hereby request that my property, as described above, be considered for rezoning:

Signed: Michael S. Owendoff

Date: Nov. 30, 2020 Michael S. Owendoff, Deputy General Counsel

4. Agent Information:

If an agent is representing the owner of the property, please complete the following information:

Agent's Name: Travis Sawvell

Agent's Address: 1703 W. 5th, Suite 850, Austin, TX 78750

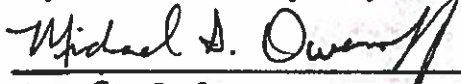
Agent's Phone Number: (512) 368-7086

Agent's Fax Number: (737)346-3555

Agent's Mobile Number: (512) 810-8154

Agent's Email Number: travis.sawvell@am.ill.com

I hereby authorize the person named above to act as my agent in processing this application before the Planning and Zoning Commission and City Council of the City of Kyle:

Owner's Signature: 

Date: Nov. 30, 2020 Michael S. Owendoff, Deputy General Counsel

*Do Not Write Below This Line
Staff Will Complete*

Tax Certificates: County School City

Certified List of Property Owners Within 200"

All Fees Paid: Filing/Application Mail Out Costs

Attached Map of Subject Property

Accepted for Processing By: _____ Date: _____

Date of Public Notification in Newspaper: _____

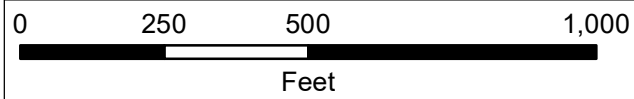
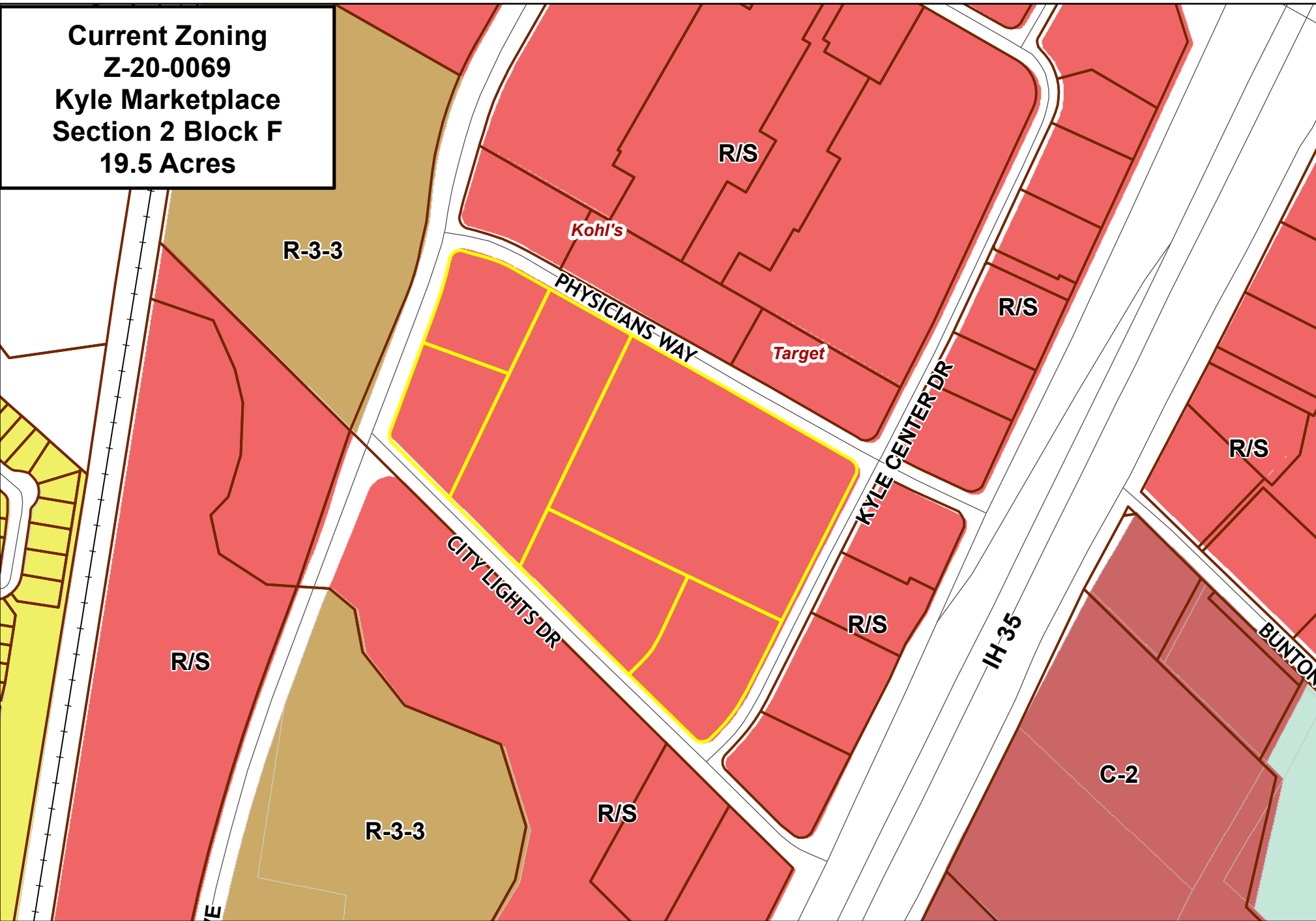
Date of Public Hearing Before Planning and Zoning Commission: _____

Date of Public Hearing Before City Council: _____

**Proposed Rezoning
Kyle Marketplace Section 2,
LOT 1, 1B, 1C, 2, 3, 4,
Block F**



Current Zoning
Z-20-0069
Kyle Marketplace
Section 2 Block F
19.5 Acres



 Property Location Item # 15  Parcel Lines

Landuse Districts
Z-20-0069
Kyle Marketplace
Section 2 Block F
19.5 Acres

**Riparian
Landscape**

**Super
Regional
Node**

**Mid-Town
Community**

**Core Area
Transition
Community**

MARKETPLACE AVE

S FM 1626

MARKETPLACE AVE

PHYSICIANS WAY

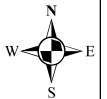
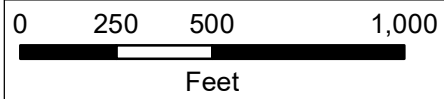
KYLE CENTER DR

CITY LIGHTS DR

IH 35

BUNTON CREEK RD

Plum Creek



 Property Location
Item # 15

 Parcel Lines



CITY OF KYLE

Planning Department

100 W. Center Street, Kyle, Texas 78640 (512) 262-1010

NOTICE OF PUBLIC HEARINGS ON A PROPOSED ZONING CHANGE (Z-20-0069)

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS

The City of Kyle shall hold a public hearing on a request by DDR DB Kyle LP (Z-20-0069) to rezone approximately 19.5 acres of land from Retail Service District 'RS' to Multi-Family Residential-3 'R-3-3' for property located at 5492 Kyle Center Drive, in Hays County, Texas.

A public hearing will be held by the Planning and Zoning Commission on **Tuesday, January 12, 2021 at 6:30 P.M.**

A public hearing will be held by the Kyle City Council on **Tuesday, January 19, 2021 at 7:00 P.M.**

This is planned as a virtual meeting taking place at www.cityofkyle/kyletv/kyle10-live. Should the COVID-19 disaster be repealed between the date of this notice and the date of the public hearing, the location will be at Kyle City Hall, 100 W. Center Street, Kyle, Texas, 78640. Please check the agenda for the proper location.

Owner: DDR DB Kyle LP - Agent: Robert O'Farrell, CSW Development (512) 368-7025



You may send your written comments to the Planning Department, 100 W. Center St., Kyle, Texas 78640

(attention: Zoning File # **Z-20-0069**)

Name: Ahmed H. Jefferally Address: 5537 Kyle Center Drive
Kyle TX 78640

I am in favor, this is why It would be a
great addition to the Area.

I am not if favor, and this is why _____

My name is Mike Rubsam, I serve on the Kyle Ethics Commission and served 4 terms as a P&Z Commissioner for the city beginning in 2007 when Kyle was commencing it's accelerated growth spurt.

I was on the Commission when the final plat and zoning was assigned to that very large tract of land bounded by the railroad, 1626, I35 and just north of Plum Creek. We all gave it a lot of thought and decided to set it aside for future RS zone development as Kyle's population continued to grow. Well, it is still growing and that area is the logical spot for new retail business to locate.

It is true that extending Marketplace through the western region of that area did change things a bit and I'm glad to have it there but can we please confine the expansion of new apartments to the west side of Marketplace Ave. and maintain RS zoning for the property east of Marketplace?

This was the original vision for that tract of land and I see no reason to change it while our city is still growing and new retail development space will continue to be in demand. Please keep the new apartment development land west of Marketplace Avenue.



CITY OF KYLE, TEXAS

Clayton Properties Group, Inc
D/B/A Brohn Homes - Zoning (Z-
21-0070)

Meeting Date: 3/16/2021
Date time: 7:00 PM

Subject/Recommendation: *[Postponed 3/2/2021] (Second Reading)* An ordinance amending Chapter 53 (Zoning) for City of Kyle, Texas, for the purpose of assigning original zoning to approximately 29.8 acres of land from Agriculture 'AG' to Single Family Residential-3 'R-1-3' for property located southeast of Lehman Road and south of Lehman High School, in Hays County, Texas. (Clayton Properties Group, Inc D/B/A Brohn Homes - Z-21-0070)
~ Howard J. Koontz, Director of Planning and Community Development

*Planning and Zoning Commission voted 5-1 to approve the request.
City Council voted 6-1 to approve the ordinance on first reading.*

Other Information: Please see the attachments.

Legal Notes: N/A

Budget Information: N/A

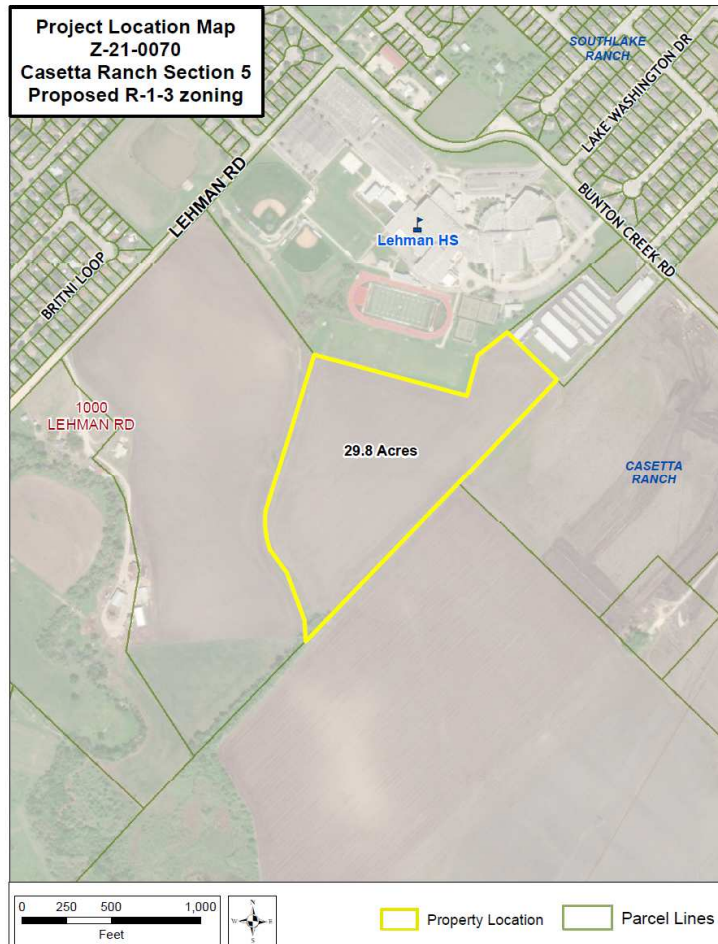
ATTACHMENTS:

Description

- Z-21-0070 (Cassetta Ranch Phase 5)_MC
- Ordinance with Exhibit's A & B
- Application
- Plan Detail Report Summary
- Legal Description
- Deed
- Letter of Request
- Development Agreement
- Project Location Map
- Current Zoning Map
- Land Use Districts Map

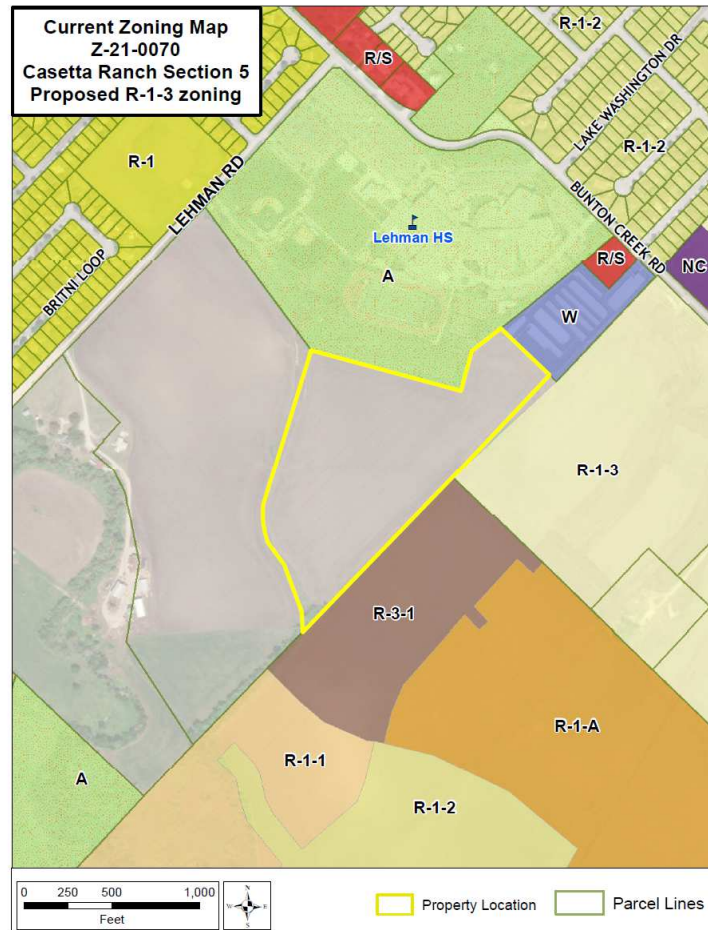
Property Location	Southeast of Lehman Road, South of Lehman High School, Kyle, Texas 78640
Owner	Clayton Properties Group/Brohn Homes 6720 Vaught Ranch Rd, Ste. 200 Austin, TX 78730
Agent	Adam Berry 101 W. Louis Henna Blvd, Ste. 400 Austin, TX 78728
Request	Rezone 29.792-Acres A (Agriculture) to R-1-3 (Single Family Residential 3).

Vicinity Map



Site Description

The 29.292-acre parcel is located southeast of Lehman Road and directly south of Lehman High School. The site is undeveloped, was last used for agriculture purposes and recently zoned Agriculture. To the north is Lehman High School (Agriculture zoning) and to the northeast is Safe-N-Sound Storage (Warehouse zoning). To the east is the Cassetta Ranch project zoned R-1-3 (Phases 1-4). To the south is property owned by the Walton Group and zoned R-3-1 and undeveloped (multifamily - 5-12 units per buildable acre). To the west and northwest is land owned by "Jansen Equipment LLC", and utilized for agriculture (not in the city's limits).



The applicant seeks to rezone the property from A (Agriculture) to the R-1-3 (Single-Family Residential),) a zoning category that allows the following:

R-1-3 (Single Family Residential District 3)

Sec. 53-101. - Purpose and permitted uses.

The R-1-3 single-family residential 3 district allows detached single-family residences with a minimum of 1,000 square feet of living area and permitted accessory structures on a minimum lot size of 5,540 square feet*. There shall be no more than 5.5 houses per buildable acre.

[*Per the “Development Agreement Between City of Kyle, Texas and Clayton Properties Group, Inc. D/B/A Brohn Homes (11/19/19)” the lot sizes are allowed to be reduced for alley loaded design. -Staff]

Front Setback (feet)	Side Setback (feet)	Corner lot at Side Street or Alleyway Setback (feet)	Street Side Setback (feet)	Rear Setback (feet)	Min. Lot Square Footage Area	Min. Lot Street Width (feet)	Height Limit (Feet)
20	5	10	5	10	5,540	50	35

Conditions of the Zoning Ordinance

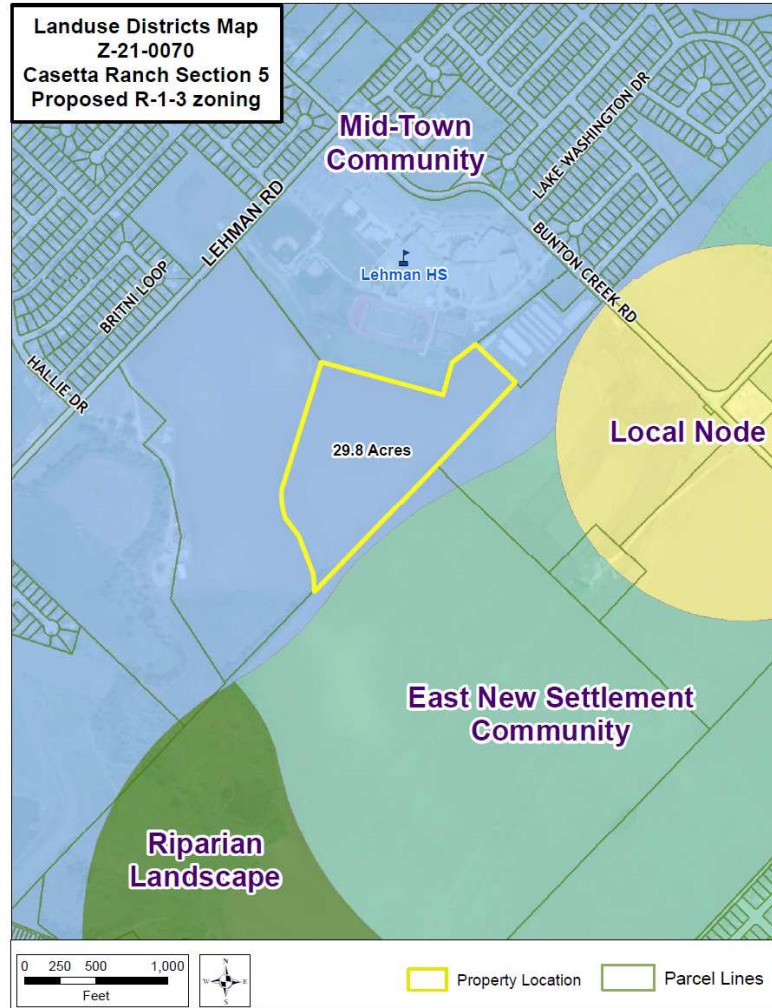
Sec. 53-1205 Amendments

(d)

Referral of amendment to planning and zoning commission. Upon its own motion, a request by the planning and zoning commission, or the receipt of an administratively complete petition and application to zone or rezone a lot, tract or parcel of land, which petition and application has been examined and approved as to form by the city manager, shall be referred to the planning and zoning commission for consideration, public hearing, and recommendation to the city council. The council may not enact a rezoning amendment until the planning and zoning commission has held a public hearing and made its recommendation to the city council, or has made a final vote on the matter without obtaining a majority, on the zoning or rezoning of the property.

(e)

Action by the planning and zoning commission. The planning and zoning commission shall cause such study and review to be made as advisable and required, shall give public notice and hold a public hearing as provided by state law, and shall recommend to the council such action as the planning and zoning commission deems proper...



Comprehensive Plan Text

COMPREHENSIVE PLAN TEXT

The subject site is located in the “Mid-Town Community District”. The “R-1-3” zoning district is recommended per the comprehensive plan.

Mid-Town Community District

Recommended: R-1-1, R-1-2, **R-1-3**, NC

Conditional: E, R-1-A, R-1-T, R-3-1, R-3-2, CC, R/S, MXD, O/I

MID-TOWN COMMUNITY LAND USE DISTRICT

Character: The Mid-Town District contains sites of recent residential development in Kyle and will continue to predominantly feature residential uses. Those residential uses in this District are organized around the curvilinear streets of suburban neighborhood design, rather than the regular, rectilinear grid that characterizes the Old Town District. The Plum Creek waterway flows through and adjacent to the Mid-Town District, offering opportunities for recreation and a responsibility for environmental conservation. This District has a neighborhood-oriented form built around shared spaces such as streets, yards, porches and common areas. Neighborhood legibility and continuity is enhanced through these shared spaces. Distinctive landscape forms, including creekways, vistas, and rolling hills, give identity to this District and should be preserved, protected, and incorporated into development plans.

Intent: The purpose of the Mid-Town District is to maximize the value capture of new residential development in Kyle. This District enjoys unusual proximity to amenities, such as open space, Downtown, commercial nodes, and transit options. The area is therefore well-positioned to define an economic and lifestyle pattern that is unique to Kyle. New development should accommodate low- to mid-density detached residential uses within the unique landscape forms that are present in the District. Higher density residential, attached residential, and non-residential projects like employment and retail sales should be considered based on their proximity to higher classification streets, higher capacity water and waste water availability, and likelihood of compatibility of adjacent uses. Legibility of neighborhood identity, definition, and transportation should be improved within the Mid-Town District through such elements as trails, sidewalks, signage, and interconnected shared spaces.

Analysis

The site to be rezoned is largely surrounded by undeveloped agricultural fields to the west and south. Lehman High School is to the north, and Cassetta Ranch is to the northeast. The parcel was in the City's ETJ until it was annexed per the associated development agreement (see development agreement in back up material). It's currently zoned "A" or "Agriculture", and per the terms of the development agreement will be rezoned to "R-1-3" (single family residential). Per state law and the terms of the development agreement, the standard process for zoning is to be followed.

When constructed, the site will have vehicular access through Phase 2 of Cassetta Ranch (west corner of property). A portion of Grist Mill Road will also traverse this parcel, eventually connecting to Lehman Road to the west. Grist Mill Road will continue to the east, through the Walton Group property (unbuilt), and eventually

connecting to the existing section of Grist Mill Road in the Bunton Creek neighborhood. Water and wastewater will be served by the City of Kyle, and the project will have to follow requirements for the Residential Style Guide.

Recommendation

At the February 9, 2021 Planning & Zoning Commission meeting, the Commission vote 5-1 to recommend approval of the request. As this rezoning request follows the process required in the development agreement, and state law, staff asks the Mayor & Council to support a vote to approve the zoning change.

Attachments

- Application
- Location Map
- Surrounding Zoning Map
- Land Use District Map
- Development Agreement

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF ASSIGNING ORIGINAL ZONING TO APPROXIMATELY 29.8 ACRES OF LAND FROM AGRICULTURE 'AG' TO SINGLE FAMILY RESIDENTIAL-3 'R-1-3' FOR PROPERTY LOCATED SOUTHEAST OF LEHMAN ROAD AND SOUTH OF LEHMAN HIGH SCHOOL, IN HAYS COUNTY, TEXAS. (CLAYTON PROPERTIES GROUP, INC., DBA BROHN HOMES – Z-21-0070); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, THAT:

SECTION 1. That the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to assign original zoning to approximately 29.8 acres of land from Agriculture 'AG' to Single Family Residential-3 'R-1-3', as shown on the property location map labeled Exhibit B.

SECTION 2. That the City Secretary is hereby authorized and directed to designate the tract of land zoned herein as such on the zoning district map of the City of Kyle and by proper endorsement indicate the authority for said notation.

SECTION 3. If any provision, section, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance or the application to such other persons or sets of circumstances shall not be affected hereby, it being the intent of the City Council of the City of Kyle in adopting this Ordinance, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision.

SECTION 4. This Ordinance shall be published according to law and shall be and remain in full force and effect from and after the date of publication.

SECTION 5. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the _____ day of _____, 2021, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Kyle at a regular meeting on the _____ day of _____, 2021, at which a quorum

was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

APPROVED this _____ day of _____, 2021.

Travis Mitchell, Mayor

ATTEST:

Jennifer Holm, City Secretary

Exhibit "A"

Land



www.payne-llc.com
 (817) 419-5153

A DESCRIPTION OF 29.792 ACRES OUT OF THE JOHN JONES SURVEY, ABSTRACT NO. 263, IN HAYS COUNTY TEXAS, BEING A PORTION OF A CALLED 83.3633 ACRE TRACT OF LAND CONVEYED TO JANSEN EQUIPMENT, INC. IN VOLUME 4335, PAGE 867 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (OPRHCT), AND BEING A PORTION OF A CALLED 105.744 ACRE TRACT OF LAND CONVEYED TO THEODORE H. LEHMAN AND HAZEL L. LEHMAN IN VOLUME 195, PAGE 93 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS (DRHCT); SAID 29.792 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found within said 83.3633 acre tract, at the west corner of Lot 2, Brod Subdivision, a subdivision recorded in Volume 16, Page 156 of the Plat Records of Hays County, Texas (PRHCT), and being in the southeast line of Lot 1, Block A, Lehman High School Subdivision, a subdivision recorded in Volume 12, Page 324 (PRHCT), for the northernmost corner hereof;

THENCE, crossing said 83.3633 acre tract with the southwest line of said Lot 2, S46°27'15"E, a distance of 384.09 feet to a Mag nail with "Payne 6064" washer set in the concrete footer of a concrete drainage structure, in the southeast line of said 83.3633 acre tract, for the easternmost corner hereof, same being an angle point in the northwest line of a called 97.646 acre tract of land conveyed to Clayton Properties Group, Inc., a Tennessee Corporation doing business in Texas as Brohn Homes, in Document No. 19010347 (OPRHCT), from which a 1/2-inch iron rod found for another angle point in the northwest line of said 97.646 acre tract, same being the south corner of said Lot 2, bears S46°27'15"E, a distance of 52.28 feet;

THENCE, with the northwest line of said 97.646 acre tract, same being the southeast line of said 83.3633 acre tract, S43°22'22"W, a distance of 799.16 feet to a 1/2-inch iron rod found for the west corner of said 97.646 acre tract, same being the westerly north corner of a called 324.14 acre tract of land conveyed to Walton Texas, LP in Volume 4399, Page 768 (OPRHCT);

THENCE, with the northwest line of said 324.14 acre tract, in part being the southeast line of said 83.3633 acre tract and in part being the southeast line of said 105.744 acre tract, S43°57'38"W, a distance of 1235.00 feet to a 1/2-inch iron rod with "Payne 6064" cap set in the southeast line of said 105.744 acre tract, for the southernmost corner hereof, from which a fence post found bears S43°57'38"W a distance of 848.14 feet, and S44°18'49"W a distance of 448.66 feet;

THENCE, crossing said 105.744 acre tract and said 83.3633 acre tract, the following five (5) courses and distances:


- 1) N02°21'48"W, a distance of 117.39 feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 2) N20°40'58"W, a distance of 286.73 feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 3) N36°14'04"W, a distance of 156.71 feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 4) With a curve to the right, having a radius of 461.85 feet, a delta angle of 27°35'18", an arc length of 222.39 feet, and a chord which bears N06°42'07"W, a distance of 220.24 feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 5) N17°14'42"E, a distance of 919.34 feet to a 1/2-inch iron rod found within said 83.3633 acre tract, at an angle point in the southwest line of said Lot 1, for the northwest corner hereof, from which a 1/2-inch iron rod with "Chaparral" cap found for the west corner of said Lot 1 bears N36°42'55"W, a distance of 1017.46 feet;

Payne Industries, LLC | 302 W. Hopkins, Suite 111 | San Marcos, TX 78666 | 512.749.2878

THENCE, continuing across said 83.3633 acre tract with the south line of said Lot 1, the following three (3) courses and distances:

- 1) **S75°00'47"E**, a distance of **883.03** feet to a 1/2-inch iron rod with "Chaparral" cap found;
- 2) **N15°03'42"E**, a distance of **233.76** feet to a 1/2-inch iron rod with "Chaparral" cap found;
- 3) **N52°15'15"E**, a distance of **209.77** feet to the **POINT OF BEGINNING** hereof, and containing **29.792** acres, more or less.

Surveyed on the ground August 21, 2019. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone, based on GPS solutions from SmartNet. Attachments: drawing 1850-001-T1

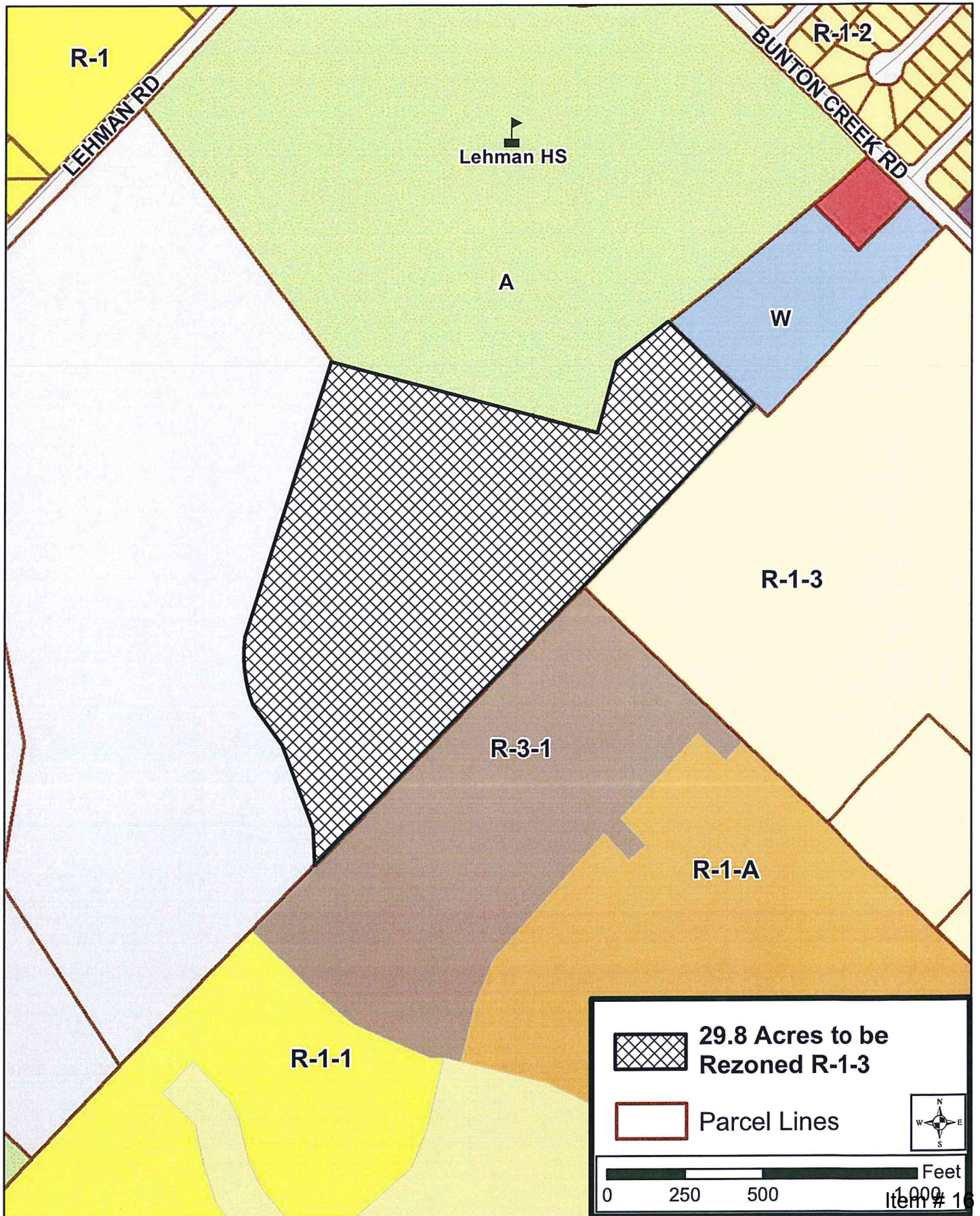

8/29/19
Eric J. Dannheim, RPLS
State of Texas #6075



Payne Industries, LLC | Page 2 of 2

Exhibit B

Z-21-0070 Casetta Ranch Section 5 29.8 Acres



APPLICATION & CHECKLIST – ZONING CHANGE

Zoning: Clayton Properties Group, Inc., dba Brohn Homes _____
(Name of Owner) (Submittal Date)

INSTRUCTIONS:

- Fill out the following application and checklist completely prior to submission.
- Place a check mark on each line when you have complied with that item.
- Use the most current application from the City’s website at www.cityofkyle.com or at City Hall. City ordinances can be obtained from the City of Kyle.

REQUIRED ITEMS FOR SUBMITTAL PACKAGE:

The following items are required to be submitted to the Planning Department in order for the Zoning Application to be accepted.

✓ 1. Completed application form with owner’s original signature.

✓ 2. Letter explaining the reason for the request.

✓ 3. **Application Fee:** \$428.06, plus \$3.62 per acre or portion thereof.
Newspaper Publication Fee: \$190.21 **Sign Notice Fee:** \$127.00

Total Fee: \$853.12

✓ 4. A map or plat showing the area being proposed for rezoning.

✓ 5. A clear and legible copy of field notes (metes and bounds) describing the tract (when not a subdivided lot).

✓ 6. Certified Tax certificates: County ___ School ___ City ___

✓ 7. Copy of Deed showing current ownership.

***** A submittal meeting is required. Please contact Debbie Guerra at (512) 262-3959 to schedule an appointment.**

1. Zoning Request:

Current Zoning Classification: Development Agreement

Proposed Zoning Classification: R-1-3

Proposed Use of the Property: Single family Subdivision

Acreage/Sq. Ft. of Zoning Change: 29.792 acres

2. **Address and Legal Description:**

Provide certified field notes describing the property being proposed for rezoning.
Provide complete information on the location of the property being proposed for rezoning.

Street Address: Lehman Rd, Kyle, TX 78640

Subdivision Name/Lot & Block Nos.: _____

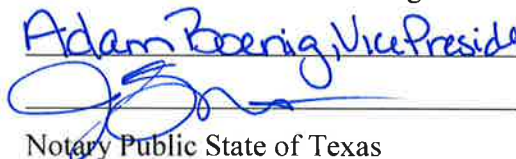
Property Recording Information: Hays County
Volume/Cabinet No. deed doc. no. 20023441 Page/Slide No. _____

3. **Ownership Information:**

Name of Property Owner(s): Clayton Properties Group, Inc., doing business as Brohn Homes
Adam Boenig, Vice President

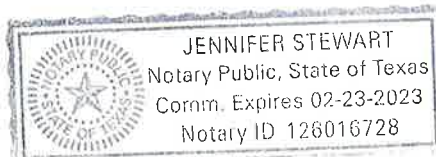
Certified Public Notary:

This document was acknowledged before me on the 8 day of January, 2021 by
Adam Boenig, Vice President (Owner(s)).



Notary Public State of Texas

(Seal)



(If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.)

Address of Owner: 6720 Vaught Ranch Rd, Suite 200

Austin, TX 78730

Phone Number: 512-551-1670

Fax Number: _____

Email Number: tylerg@brohnhomes.com

I hereby request that my property, as described above, be considered for rezoning:

Signed: 


Date: 1-8-21

4. Agent Information:

If an agent is representing the owner of the property, please complete the following information:

Agent's Name: Adam Berry
Agent's Address: 101 West Louis Henna Blvd, Suite 400
Austin, TX 78728
Agent's Phone Number: 980-221-1553
Agent's Fax Number: _____
Agent's Mobile Number: 512-507-4361
Agent's Email Number: aberry@bgeinc.com

I hereby authorize the person named above to act as my agent in processing this application before the Planning and Zoning Commission and City Council of the City of Kyle:

Owner's Signature: 
Date: 1-8-21



**PLAN DETAILED REPORT Z-21-0070
FOR CITY OF KYLE, TX**

Plan Type: Zoning	Project: Casetta Ranch	App Date: 01/11/2021
Work Class: Zoning	District: KYLE	Exp Date: NOT AVAILABLE
Status: In Review	Square Feet: 0.00	Complete Date: NOT COMPLETED
Description: CLAYTON PROPERTIES GROUP, INC DBA BROHN HOMES - CASSETTA RANCH 5	Valuation: \$0.00	Assigned To: Debbie Guerra

15751-R70300	Main	Address: 1000 Lehman Rd Kyle,	Main	
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Owner/Builder Adam Boenig 6720 Vaught Ranch, Ste 200 Rd Austin, TX 78730	Applicant Adam Berry W 101 Louis Henna Blvd Suite: Ste 400 Austin, TX 78728	Owner/Builder Tyler Gatewood 6720 Vaught Ranch, Ste. 200 Rd Austin, TX 78730
---	--	---

Business: 512-551-1670	Business: 980-221-1553 Mobile: 512-507-4361	Business: 512-551-1670
------------------------	--	------------------------

Note	Created By	Date and Time Created
1. Zoning change per development agreement recorded as doc. #20030094	Debbie Guerra	01/13/2021

Invoice No.	Fee	Fee Amount	Amount Paid
INV-00014914	Zoning Change Application Fee	\$428.06	\$428.06
	Site Signage	\$127.00	\$127.00
	Zoning Change Fee - Per Acre	\$107.85	\$107.85
	Newspaper Publication Fee	\$190.21	\$190.21
	Total for Invoice INV-00014914	\$853.12	\$853.12
	Grand Total for Plan	\$853.12	\$853.12

Condition	Comments	Date Created	Satisfied
------------------	-----------------	---------------------	------------------

Exhibit "A"

Land



www.payne-llc.com
TBP#S-10194453

A DESCRIPTION OF 29.792 ACRES OUT OF THE JOHN JONES SURVEY, ABSTRACT NO. 263, IN HAYS COUNTY TEXAS, BEING A PORTION OF A CALLED 83.3633 ACRE TRACT OF LAND CONVEYED TO JANSEN EQUIPMENT, INC. IN VOLUME 4335, PAGE 867 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (OPRHCT), AND BEING A PORTION OF A CALLED 105.744 ACRE TRACT OF LAND CONVEYED TO THEODORE H. LEHMAN AND HAZEL L. LEHMAN IN VOLUME 195, PAGE 93 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS (DRHCT); SAID 29.792 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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Payne Industries, LLC | 302 W. Hopkins, Suite 1A | San Marcos, TX 78666 | 512.749.2878

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Surveyed on the ground August 21, 2019. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone, based on GPS solutions from SmartNet. Attachments: drawing 1850-001-T1


8/29/19
 Eric J. Dannheim, RPLS
 State of Texas #6075



15/ITC/1932341-com/IB

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

KNOW ALL PERSONS BY THESE PRESENTS: THAT

JANSEN EQUIPMENT, INC., a Texas corporation (collectively, "*Grantor*"), for the and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration paid to it by CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation doing business in Texas as BROHN HOMES ("*Grantee*"), whose mailing address is 6720 Vaught Ranch Road, Suite 200, Austin, Texas 78730, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, as Grantee's sole and separate property, and subject to all of the reservations, exceptions and other matters set forth or referred to in this deed, the following described property:

- (1) That certain real property in Hays County, Texas, which is described on **Exhibit "A"** attached to and incorporated in this deed by reference, together with all oil, gas, and other minerals in or under the surface thereof, and all executory leasing rights with respect thereto (the "*Land*");
- (2) All of Grantor's right, title and interest in and to all utility lines, utility facilities, utility improvements, street and drainage improvements, and other improvements of any kind or nature located in, on, or under the Land (all of the foregoing being referred to in this deed collectively as the "*Improvements*"); and
- (3) All of Grantor's right, title and interest in and to all appurtenances benefiting or pertaining to the Land and/or the Improvements, including, without limitation, all of Grantor's right, title and interest in and to all streets, alleys, rights-of-way, or easements adjacent to or benefiting the Land, and all strips or pieces of land abutting, bounding, or adjacent to the Land (all of the foregoing being referred to in this deed collectively as the "*Appurtenances*").

The Land, Improvements and Appurtenances are collectively referred to in this deed as the "*Property*."

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to in this deed, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all of the title exceptions revealed in or by the recorded documents and other matters listed on **Exhibit "B"** attached to and incorporated in this deed by reference, to the extent the same are valid, subsisting, and affect the Property; and (b) all

standby fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all liens securing the payment of any of the foregoing.

[SIGNATURE PAGE FOLLOWS]

Unofficial Copy

EXECUTED AND DELIVERED the 12 day of June, 2020.

JANSEN EQUIPMENT, INC.,
a Texas corporation

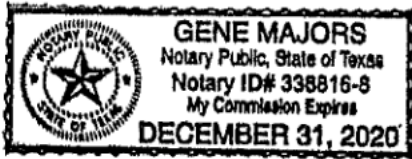
By: James P. Jansen
James P. Jansen, President

THE STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me this 12 day of June, 2020 by James P. Jansen, President of Jansen Equipment, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)

Gene Majors
Notary Public Signature



{W0944393.1}

§

Exhibit "A"

Land



www.payne-llc.com
TBP: 5-70194453

A DESCRIPTION OF 29.792 ACRES OUT OF THE JOHN JONES SURVEY, ABSTRACT NO. 263, IN HAYS COUNTY TEXAS, BEING A PORTION OF A CALLED 83.3633 ACRE TRACT OF LAND CONVEYED TO JANSEN EQUIPMENT, INC. IN VOLUME 4335, PAGE 867 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (OPRHCT), AND BEING A PORTION OF A CALLED 105.744 ACRE TRACT OF LAND CONVEYED TO THEODORE H. LEHMAN AND HAZEL L. LEHMAN IN VOLUME 195, PAGE 93 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS (DRHCT); SAID 29.792 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found within said 83.3633 acre tract, at the west corner of Lot 2, Brod Subdivision, a subdivision recorded in Volume 16, Page 156 of the Plat Records of Hays County, Texas (PRHCT), and being in the southeast line of Lot 1, Block A, Lehman High School Subdivision, a subdivision recorded in Volume 12, Page 324 (PRHCT), for the northernmost corner hereof;

THENCE, crossing said 83.3633 acre tract with the southwest line of said Lot 2, S46°27'15"E, a distance of 384.09 feet to a Mag nail with "Payne 6064" washer set in the concrete footer of a concrete drainage structure, in the southeast line of said 83.3633 acre tract, for the easternmost corner hereof, same being an angle point in the northwest line of a called 97.646 acre tract of land conveyed to Clayton Properties Group, Inc., a Tennessee Corporation doing business in Texas as Brohn Homes, in Document No. 19010347 (OPRHCT), from which a 1/2-inch iron rod found for another angle point in the northwest line of said 97.646 acre tract, same being the south corner of said Lot 2, bears S46°27'15"E, a distance of 52.28 feet;

THENCE, with the northwest line of said 97.646 acre tract, same being the southeast line of said 83.3633 acre tract, S43°22'22"W, a distance of 799.16 feet to a 1/2-inch iron rod found for the west corner of said 97.646 acre tract, same being the westerly north corner of a called 324.14 acre tract of land conveyed to Walton Texas, LP in Volume 4399, Page 768 (OPRHCT);

THENCE, with the northwest line of said 324.14 acre tract, in part being the southeast line of said 83.3633 acre tract and in part being the southeast line of said 105.744 acre tract, S43°57'38"W, a distance of 1235.00 feet to a 1/2-inch iron rod with "Payne 6064" cap set in the southeast line of said 105.744 acre tract, for the southernmost corner hereof, from which a fence post found bears S43°57'38"W a distance of 848.14 feet, and S44°18'49"W a distance of 448.66 feet;

THENCE, crossing said 105.744 acre tract and said 83.3633 acre tract, the following five (5) courses and distances:

- 1) N02°21'48"W, a distance of 117.39 feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 2) N20°40'58"W, a distance of 286.73 feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 3) N36°14'04"W, a distance of 156.71 feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 4) With a curve to the right, having a radius of 461.85 feet, a delta angle of 27°35'18", an arc length of 222.39 feet, and a chord which bears N06°42'07"W, a distance of 220.24 feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 5) N17°14'42"E, a distance of 919.34 feet to a 1/2-inch iron rod found within said 83.3633 acre tract, at an angle point in the southwest line of said Lot 1, for the northwest corner hereof, from which a 1/2-inch iron rod with "Chaparral" cap found for the west corner of said Lot 1 bears N36°42'55"W, a distance of 1017.46 feet;

Payne Industries, LLC | 302 W. Hopkins, Suite 1A | San Marcos, TX 78666 | 512.749.2878

THENCE, continuing across said 83.3633 acre tract with the south line of said Lot 1, the following three (3) courses and distances:

- 1) **S75°00'47"E**, a distance of **883.03** feet to a 1/2-inch iron rod with "Chaparral" cap found;
- 2) **N15°03'42"E**, a distance of **233.76** feet to a 1/2-inch iron rod with "Chaparral" cap found;
- 3) **N52°15'15"E**, a distance of **209.77** feet to the **POINT OF BEGINNING** hereof, and containing 29.792 acres, more or less.

Surveyed on the ground August 21, 2019. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone, based on GPS solutions from SmartNet. Attachments: drawing 1850-001-T1



8/29/19
Eric J. Dannheim, RPLS
State of Texas #6075



Exhibit "B"

Permitted Exceptions

1. Easement:
 - Recorded: Volume 229, Page 172, Deed Records, Hays County, Texas.
 - To: Goforth Water Supply Corporation
 - Purpose: water pipeline (blanket type)
2. Terms, conditions and stipulations as set forth in that certain Addendum to the Amended and Restated Development Agreement recorded in Document No. 18036141, Official Public Records, Hays County, Texas.
3. Inclusion within the Plum Creek Conservation District.
4. Inclusion within the Plum Creek Underground Water District.
5. Encroachment or protrusion of the boundary line of the adjacent 105.744 acre tract onto or over the most westerly property lot line as reflected on survey prepared by Eric J. Dannheim, R.P.L.S. No. 6075, dated 8/29/19.

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

20023441 DEED
06/16/2020 12:18:14 PM Total Fees: \$46.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



Unofficial Copy



January 8, 2021

City of Kyle
Attn: Planning Department
100 W. Center Street
Kyle, TX 78640

Re: Zoning Request - 29.792 Acres – Clayton Properties Group, Inc. dba Brohn Homes

City of Kyle Planning Department,

Clayton Properties Group, Inc. dba Brohn Homes (Brohn) owns 29.792 acres located south of Lehman High School and west of the current Casetta Ranch subdivision off Bunton Lane.

This letter shall serve to request the zoning of all the property referenced herewith. The proposed change is to zone the Property to R-1-3 in compliance with and subject to the Development Agreement between City of Kyle, Texas and Clayton Properties Group, Inc. dba Brohn Homes, approved by the City Council and entered into on June 16, 2020. The Development Agreement is recorded in the Hays County Public Records as document # 20030094.

Brohn requests the Zoning Change Application be processed for approval under the terms of the Development Agreement.

Respectfully submitted,

A blue ink handwritten signature, appearing to read 'Adam Boenig', is written over a blue ink scribble.

Adam Boenig
Vice President
Clayton Properties Group Inc. (dba Brohn Homes)

STATE OF TEXAS §
§
COUNTY OF HAYS §

**DEVELOPMENT AGREEMENT
BETWEEN CITY OF KYLE, TEXAS AND CLAYTON PROPERTIES GROUP, INC.
DBA BROHN HOMES**

This Development Agreement (“Agreement”) is by and between the City of Kyle, Texas, a home rule city situated in Hays County, Texas (the “City”) and Clayton Properties Group, Inc. d/b/a Brohn Homes (“Developer”). The term “Parties” or “Party” means the City and the Developer collectively or singularly.

RECITALS

WHEREAS, Developer has or will purchase a parcel of real property (the “Property” or “Parcel”) in Hays County, Texas, which is more particularly described in the attached Exhibit “A”;

WHEREAS, on May 5, 2015, the City and the Lehman Family Trust, owner of the Property, entered into that one certain Amended and Restated Section 212.172 Texas Local Government Code Development Agreement recorded in the Official Public Records of Hays County, Texas (“Prior Agreement”) attached as Exhibit “B”;

WHEREAS, the City is located in a rapidly growing metropolitan area for which new construction and land development can positively or negatively impact the future character and finances of the City;

WHEREAS, the City finds development agreements to promote master-planned communities are an appropriate way of establishing land use controls, providing for the construction of appropriate and necessary utility and roadway infrastructure, encouraging orderly economic growth, protecting the environment, and promoting the welfare of present and future citizens of the area;

WHEREAS, the Parties agree that the extension of centralized utilities to new development provides superior environmental protections to those available from individual water wells and septic systems;

WHEREAS, the City council has found that the development of the Property in compliance with this Agreement will serve a public purpose and benefit the economy of the City and the best interests and welfare of the public; and,

WHEREAS, for the above reasons Developer and the City desire to enter into this agreement.

NOW, THEREFORE, for and in consideration of the above stated recitals, which are made a part of this Agreement, the benefits described below, plus the mutual promises expressed

herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby contract, covenant and agree as follows:

**ARTICLE 1
PURPOSE, AUTHORITY, TERM AND BENEFITS**

1.01 Purpose. This Agreement modifies, and amends any Prior Agreement as agreed upon herein by the Parties.

1.02 Authority. Authority for Developer and the City to enter into this Agreement exists under the City Charter of the City, Article III, Section 52-a of the Texas Constitution; Chapter 212, Subchapter G, Tex. Local Government Code, (“Subchapter G”), Chapter 395 of the Tex. Local Government Code; and such other statutes as may be applicable.

1.03 Project Defined. The Project established by the Agreement includes a master-planned residential subdivision that will include single family lots, amenity/park area(s) with recreational facilities. The Project includes the subdivision of the Property and Subdivision Infrastructure (defined below) to be dedicated and conveyed to the City, and other infrastructure adequate for the development of the Project consistent with this Agreement (the “Project”). The Project may include multiple phases for platting and construction purposes.

1.04 Benefits.

(a) The City desires to enter into this Agreement to provide additional control to the development standards for the Property, to allow potential purchasers, or owners, of the Property to submit preliminary plan and final plat applications to the City for review, and to assess the development viability of the Property without requiring or causing the annexation of the Property except as provided for under ARTICLE 5 of this Agreement.

(b) This Agreement provides: (i) for the submittal and review of preliminary plans and final plats for the Property without submitting a request for voluntary annexation of the Property; (ii) alternative standards under certain City ordinances for the benefit of the Property but only as allowed under Section 212.172 of the Tex. Local Government Code; and (iii) the City’s commitment to provide water and wastewater service to Property based on the Concept Plan. The City’s execution of this Agreement constitutes a valid and binding obligation of the City under State Law. Developer’s execution of this Agreement constitutes a valid and binding obligation of the Developer.

1.05 Term. The term of this Agreement will commence on the Effective Date and continue fifteen (15) years from the Effective date (“Term” or “Initial Term”). After the Initial Term, this Agreement may be extended for five successive five-year periods upon written agreement signed by Developer and the City; provided that the total term of the agreement, including the Initial Term and extensions, does not exceed 45 (forty-five) years.

1.06 Control of Development. Developer intends to develop the Property in a manner which results in enhancing the tax base of the City. Notwithstanding any provision of the Code of Ordinances or uncodified ordinances of the City (the “Code”) to the contrary, the timing and

sequencing of the development of the Property will be based on market demand and conditions and will be completed as and when Developer determines it to be economically feasible.

ARTICLE 2 DEVELOPMENT STANDARDS AND REVIEW PROCEDURES

2.01 Generally. Except as provided in this Agreement, all development applications and development of the Property will comply with the Code, as if the Property were inside the corporate limits of the City. The preceding sentence controls even if the Property has not been annexed by the City. If there is any conflict between the terms of this Agreement and the Code, the specific terms of this Agreement will control.

2.02 Residential. The Parties agree that the Property shall be subject to and developed pursuant to the ordinances, rules, regulations, use and development standards as if subject to the City's R-1-3 zoning district, except as otherwise provided for herein. Notwithstanding the requirements in Chart 1 in Chapter 53 of the Code, the Project will be allowed;

(a) Lots in the Project may be Alley Loaded Lots with thirty-five (35') foot and/or forty (40') foot widths.

(b) Lots in the Project may be Front Load Lots with fifty (50') foot, sixty (60') foot and/or greater widths. Lots with widths less than fifty (50') feet must be alley loaded.

No lots will be less than thirty-five feet (35') in width and any such lot shall be alley loaded, and the maximum number of thirty-five foot (35') wide single family residential lots allowed to be subdivided on the Property will be no greater than fifteen percent (15%) of the total number of single family residential lots shown on the preliminary plan approved for the Property. The City agrees that the residential lots may be all forty foot wide (40') wide lots, fifty foot wide (50') lots or sixty foot wide (60') lots or a combination of forty foot wide (40') wide lots, fifty foot wide (50') lots and sixty foot wide (60') lots or a combination of thirty-five foot wide (35') lots, forty foot wide (40') lots, fifty foot wide (50') lots, sixty foot wide (60') or greater width lots, so long as the total percentage of thirty-five (35') foot lots does not exceed 15% of all single family lots. For purposes of clarifying the preceding sentence, there is no limit to the number of thirty-five foot (35') wide lots that may be contained in an individual final plat so long as the cumulative total of thirty-five foot (35') wide single family residential lots contained in all recorded final plats of the Property do not exceed fifteen percent (15%) of all single family lots shown on the approved preliminary plan. Also, there is no limit on the maximum width of residential lots within the Project. A property owners' association neighborhood park, including, an amenity center and swimming pool for the residents living on the Property, is a permitted use of the Property. Plan View and Street Scape illustrations (Reflecting 35' wide alley load lots) are attached as Exhibit "C".

(c) Alley Load Lots with a width of thirty-five (35') feet will have a 10 foot front yard building set-back, 10 foot rear yard building set-back, 5 foot side yard building set-back and 10 foot street side yard building set back. Alley Load Lots with a width of forty (40') feet will have a

10 foot front yard building set-back, 10 foot rear yard building set-back, 5 foot side yard building set-back and 10 foot street side yard building set back

(d) Local streets within the Project may be designed, engineered and constructed with twenty-eight (28) feet of pavement width measured from face of curb to face of curb with right of way, as required by applicable Code requirements, or with intermittent wider sections of pavement to allow for on-street parking, at intervals and sufficient widths to allow for adequate clearance for fire protection vehicles approved by the City Engineer and the Emergency Services District with reviewing authority over the Property.

(e) The City acknowledges that Park Land Dedication fees shall be computed on the basis of \$750 per dwelling lot and shall be collected at the time of final plat recording. Park Development fees shall be computed on the basis of \$750 per dwelling lot and shall be collected at the time final plat recording. All Park Land Dedication and Park Development fees shall be paid in phases in an amount not to exceed \$1,500 per final platted dwelling lot as sections of the development are final platted and recorded. In as much as the Developer is dedicating and developing active parks and hike and bike trails, \$300 per final platted lot, of the total Park Land Dedication and Park Development fees will be dedicated to and used, by the City, for traffic improvements to Bunton Lane, west of the intersection with Go Forth Lane.

(f) Block lengths within the Project shall be allowed up to 1,200 feet (per ordinance) as a result of using curvilinear streets and paved.

(g) In the event the City requires the extension of a water line to and through the Project, (the "Water Line Project"), and a water line is in excess of the size and capacity of a water line that is necessary for the delivery of water service to the Project as required by the City Code, the City will either reimburse the Developer, or take whatever steps necessary to insure that subsequent users of the water infrastructure, reimburse Developer for the cost of the design, engineering and construction of that portion of the water infrastructure over and above that which is necessary for the Project as provided in Section 4.05(b) and Exhibit "G". In the event that the City requires the water line to be oversized, the City's cost-participation amount shall be determined in accordance with Section 4.05(b) and Exhibit "G".

(h) In the event the City requires the extension of wastewater infrastructure inside or outside of the boundaries of the Project in a size and/or capacity required by the City Code in excess of that which is necessary for the delivery of wastewater service to the Project, the City will either reimburse the Developer, or take whatever steps necessary to insure that subsequent users of the wastewater infrastructure reimburse Developer, for the cost of the design, engineering and construction of that portion of the wastewater infrastructure over and above that which is necessary for the Project, as provided in Section 4.05(b) and Exhibit "G". In the event that the City requires the wastewater line to be oversized, the City's cost-participation amount shall be determined in accordance with Section 4.05(b) and Exhibit "G".

(i) Fifteen percent (15%) of all lots in the Project may be Alley Load Lots with a minimum lot area of 4200 square feet. All other Alley Load Lots within the Project shall have a minimum lot area of 4690 square feet.

(j) All alleys within the Project will be private and maintained by a properly formed property owners association. The City shall have no responsibility for the maintenance of alleys within the Project.

(k) All garages in the project shall have a minimum enclosed area of 360 square feet.

(l) All alley load lots will be developed to provide two durably surfaced, off-street parking spaces of no less than (nine (9') feet by eighteen and one-half (18 ½') feet) each for a combined square footage of approximately three hundred and thirty-three (333') square feet, located adjacent to each garage, hereinafter ("Guest Parking"). Up to four hundred (400') square feet of durably surfaced off-street Guest Parking located on alley load lots shall be excluded from the computation of impervious cover on a per lot basis. Section 53-934D of the Style Guide and related Code requirement, as to on-site storage, may be satisfied with alternative compliance by providing a combination of (a) garage storage as shown on the attached Exhibit "H" and (b) attic storage with a pull-down ladder, so long as the totals on-site storage is no less than one hundred forty (140') square feet.

2.03 Concept Plan A copy of the concept plan, which illustrates a combination of forty (40') foot wide alley load lots and fifty (50') foot wide front load lots, is attached hereto and incorporated herein for all purposes as Exhibit "D" ("Concept Plan"). The Concept Plan will be allowed to be developed and platted in multiple phases for platting. Pursuant to Section 212.172, Tex. Local Government Code, Developer hereby confirms that the Concept Plan for the subdivision of the Property complies with the City's Subdivision Ordinance requirements for concept plans, the zoning district regulations applicable to the Property as set forth in this Agreement, the Style Guide and the City's Comprehensive Master Plan. The Concept Plan constitutes a development plan for the Property, as provided in Subchapter G, Texas Local Government Code.

Subject to the allowable uses set forth in Sections 2.02 and 2.03 hereof, a) the total allowable density of development of the Property shall be limited by the number of Living Unit Equivalents ("LUEs") as measured for water and wastewater service connections, and b) the intensity and timing of development within the Property will be determined solely by Developer; provided, however, that the density of development of the Property shall not exceed one hundred and forty (140) LUEs. So long as Developer does not increase the total density of allowable development, as measured by water and wastewater service connections, Developer may amend the Concept Plan and may amend the layout of lots and on-site infrastructure to serve the Project in compliance with this Agreement. The Concept Plan will expire upon the expiration or termination of this Agreement.

2.04 Preliminary Plan. Developer may submit to the City an application for a preliminary plan for the Property without submitting to the City a request for the annexation of the Property and without submitting a zoning application for the Property. The preliminary plan must comply with the requirements of this Agreement and generally comply with the Concept Plan and the allowable uses set forth in Sections 2.02 and 2.03. The preliminary plan may show lot layouts and street alignments different than shown in the Concept Plan so long as the total level of development, as measured by water and wastewater service connections, does not increase above one hundred and forty 140 LUEs. Developer may request the City, including the City's Planning and Zoning Commission, to make a written determination that the preliminary plan complies with all applicable regulations; provided, however, that such determination shall not constitute the final approval of the preliminary plan. If the preliminary plan application complies with the terms of this Agreement, the City will approve the preliminary plan upon the request of Developer;

provided that the Developer has submitted to the City a request or petition for voluntary annexation as provided in Section 5.02(a) or (b).

2.05 Subdivision Plats. Subdivision plats may be approved and constructed in one or more sections. Developer may submit to the City an application for a subdivision plat for a portion of the Property without submitting to the City a request for the annexation of the Property and without submitting a zoning application for the Property. Developer may submit subdivision construction plans concurrently with a subdivision plat application.

2.06 City Review and Approval. This Agreement shall govern the review and approval of preliminary plans, subdivision plats, subdivision construction plans and other approvals, variances or other municipal authorizations hereafter required or requested by Developer. In anticipation of the voluntary annexation of the Property, the City does not require Developer to submit any application to Hays County for review or approval. The City will accept and review applications for preliminary plans, final plats, subdivision construction plans and site development permits for the Property if the final plats, subdivision construction plans and site development permits for the Property comply with the requirements of this Agreement and generally comply with the Concept Plan and the allowable uses set forth herein. The City will approve applications for preliminary plans, subdivision plats and site development permits for the Property if Developer has made a request or petition for voluntary annexation pursuant to Sections 5.02(a) or (b) below, and said applications are in accordance with the requirements of this Agreement. Preliminary plans, subdivision plats, subdivision construction plans, and site development plans hereafter approved pursuant to this Agreement shall expire on the latter of the expiration of the Initial Term of this Agreement, unless the parties agree in writing otherwise, or the date established by the Code.

2.07 Other Fees. Except for fees or expenses otherwise specifically provided for in this Agreement, all fees required by the Code will be paid in accordance with the Code as established on the date that the fee is paid, unless the fee is established at another point in time under State Law or the City Code.

2.08 Fencing. Owner shall construct and the Owner, or a properly formed property owners association, will maintain, repair or replace at minimum a six foot (6') tall decorative metal fence along parkland, open space and drainage facilities that are fenced. This does not include the portion of a back yard fence that may front one of these public improvements or places, but refers to any fencing put in place for benefit of parkland, open space or drainage facilities. In no case shall these fences be dedicated or conveyed to the City. Developer shall assign to a property and/or property owners association the obligation to maintain, repair or replace said fence as required by the Code.

2.09 Additional Amenities. Developer shall provide additional amenities to the Property as follows. Such amenities shall be provided for each phase of development as it is developed. Additional amenities include:

(a) Developer shall form a property owners association as a non-profit corporation ("POA") at the completion of the first phase of development, and the POA shall require dues and be responsible for the maintenance, repair and replacement of any and all amenities, including all

common spaces and any other improvements required to be maintained by the POA under this Agreement or the City Code, made available to occupants of the Property.

(b) Decorative street lighting or street lighting in compliance with Pedernales Electric Cooperative standards, as published on the Effective Date (the "Street Lighting Plan") will be maintained by the POA. The Street Lighting Plan will not require approval by the Planning and Zoning Commission. Street lighting will not be maintained by the City.

(c) The Landscaping Plan will comply with the City Code will be agreed upon by the Developer and the City and will be subject to approval by the city arborist, which approval will not be unreasonably denied, delayed or conditioned.

(d) The Project will abide by all applicable City Codes as if the project were developed inside the City limits, except where the terms of this Agreement modify such Code. To the extent there are conflicts between the terms of the Code, including the zoning regulations, and the terms of this Agreement, this Agreement will control.

ARTICLE 3 PUBLIC STREETS AND SUBDIVISION INFRASTRUCTURE

3.01 Open and Common Space. The duly formed POA shall have the responsibility or obligation to maintain, operate, repair or replace all Open and Common Space in accordance with the Code and with the approved Landscaping plan submitted as a part of the Subdivision Construction Plans.

3.02 Subdivision Infrastructure.

(a) All public streets, roads, sidewalks, drainage, water and wastewater lines and facilities and all other infrastructure within the Property or outside the boundaries of the Property required to serve the Property (the "Subdivision Infrastructure") will be constructed by Developer to meet Code standards, except as provided for herein, and will be dedicated and conveyed to the City at no cost to the City; unless otherwise provided herein.

(b) Pavement width from curb face to curb face shall be twenty-eight feet (28'). Alleys and alley access shall remain private, and be the responsibility of a duly formed and mandatory dues paying POA.

(c) Variances from the Code are hereby granted to allow for the widths of private alleys, restricted to one-way traffic, in the Project to be constructed with twelve (12) feet of pavement within an (18) foot wide access easement and private alleys, providing for two-way traffic, to be constructed with of twenty-four (24) feet of pavement within a thirty (30) foot wide access easement.

3.03 Satisfactory Completion of Developer Improvements. The term "Developer Improvements" includes Subdivision Infrastructure and Utility Improvements, as defined herein. Upon completion of construction of each of Developer Improvements in accordance with the City-approved construction plans, good engineering practices, and Section 41-53(h) and (j), the City

shall accept the Developer Improvements for ownership, maintenance, and operation, except for any such improvements that are required to be owned and/or maintained by the Developer or the POA under this Agreement or the City Code. The City shall not unreasonably deny, delay, or condition its acceptance of such Developer Improvement.

3.04 City Acceptance of Developer Improvements. As a precondition to the City's final acceptance of a Developer Improvement, the following shall be delivered to the City: executed all bills paid affidavits, bills of sale, assignments, or other instruments of transfer reasonably requested by the City, in a form and content reasonably acceptable to the City, to evidence the City's ownership of same. Contemporaneously therewith, all bonds, warranties, guarantees, and other assurances of performance, record drawings, easements, project manuals and all other documentation related to Developer Improvement to be accepted will also be delivered to the City and any other items required by the City Code. Utility easements for water and wastewater lines and other utility facilities within the Property may be conveyed by plat dedication or separate agreement and must be conveyed or dedicated to the City prior to the City's acceptance of Developer Improvement.

3.05 City to Own, Operate and Maintain Developer Improvements. From and after the time of the City's final acceptance of a Developer Improvement, the City will own, operate, and maintain each Developer Improvement and shall be responsible for all costs associated with same; provided, however, alleys, decorative street lights, joint use areas, multiuse trails and any other improvements that are required to be owned and/or maintained by the Developer or the POA under this Agreement or the City Code will be maintained by Developer or the POA. Upon the City's acceptance of all the Developer Improvements within a particular subdivision plat and the City's acceptance of water and wastewater service lines within said recorded final plat, Developer shall be allowed to connect to the accepted water and wastewater service lines in such a manner to serve lots within the recorded plat; provided that the City's applicable utility and connection fees are paid and that such connections meet the City's ordinance and technical requirements.

ARTICLE 4 WATER AND WASTEWATER SERVICE

4.01 Intent of the Parties Regarding Utility Services. As of the Effective Date, and again at the time of final plat approval, the City represents that the City has and will have sufficient water and wastewater treatment capacity to allow service connections for one hundred and forty 140 LUEs water and wastewater service to the Property. The City represents that it has rights to sufficient raw water to meet its overall service obligations, including providing water service to the Property in accordance with the terms of this Agreement. The Parties acknowledge that the Property will be built out over a number of years and that the City may decide to incrementally construct additional utility system improvements over time. Developer acknowledges that it is the City's responsibility to determine if the City's utility system needs to be expanded and how the City will expand its utility system to enable the City to meet its utility service obligations under this Agreement. Developer further acknowledges the City's desire to retain flexibility on deciding which City utility system improvements, if any, are necessary for the City to timely meet its utility service obligations under this Agreement. The City acknowledges that Developer requires

certainty regarding the City's plans for meeting the City's utility service obligations under this Agreement, including, if necessary, the expansion or enhancement of the City's water and wastewater utility systems for the purpose of the City meeting its Utility Service obligations in accordance with the terms of this Agreement. The Parties acknowledge that the design engineering and construction of an operational utility improvement can require two (2) or more years. Notwithstanding, the City agrees and warrants that it will take whatever steps are necessary to insure that the City can and will provide one hundred and forty (140) LUEs of water and wastewater service incrementally to the Project as and when final plats are approved within the Project.

4.02 General Conditions For Connections to the City Utility System.

(a) The City hereby expressly authorizes and approves the Walton Line, shown on the attached Exhibit "E", as the sole and exclusive method by which wastewater service will be provided to the Project by the City by and through the adjacent development to the east (Casetta Ranch) also owned and developed by Clayton Properties Group, Inc dba Brohn Homes). In the event the City should require that the Walton Line be designed, engineered and constructed to a size greater than that which is necessary to serve the Project and required by the City Code and the Walton property ("Oversized Walton Line"), all costs and expenses of Developer in the design, engineering and construction of the oversized portion of the Oversized Walton Line shall be reimbursed to Developer by the City through the collection, and payment to Developer, of capital recovery fees from other users of the Walton Line or a lump sum payment in the City's sole discretion, in accordance with Exhibit "G". If reimbursement through subsequent user fees has not result in the 100% reimbursement to Developer within 2 years of the completion of the Walton Line, the City will pay the outstanding unreimbursed amount.

(b) If the City modifies: (i) the definition of an LUE as compared to the LUE definition incorporated into this Agreement; (ii) water pressure requirements for a service connection to land within the Property; (iii) fire flow requirements for the issuance of building permits and certificates of occupancy without the installation of a sprinkler system; (iv) a Utility or Developer Improvement required for the City to provide water and wastewater service to any portion of the Property; or (v) any other aspect of water and wastewater service standards, the City shall be responsible for the timely design and construction of any additional utility facilities that would be necessary for the City to meet its water and wastewater service obligations under this Agreement, unless such modification by the City is in response to a request for more than one hundred and forty 140 LUEs of water and wastewater service. If the modifications described in the preceding sentence are required by federal or state law or regulations, the Parties shall consult regarding a reasonable resolution to funding such modifications.

4.03 Service Commitment. The City hereby commits one hundred and forty 140 LUEs of water and wastewater service to the Property.

4.04 Service Connections. The City will timely provide water and wastewater service to Lots within the Project, and will connect each residential unit or structure for another permitted use to the City's water and wastewater system upon completion and City acceptance of the Utility Improvements, payment of applicable fees, establishment of a utility account, and a Certificate of Occupancy being issued for the residential unit or structure and provide water and wastewater

service for the residential unit or structure on the same terms and conditions as provided to all other areas of the City.

4.05 Utility Improvement Construction Obligations.

(a) **Developer.** Developer shall be solely responsible for the engineering and construction of all water and wastewater lines and facilities within the Property and any offsite utility extensions needed to serve the property, including but not limited to the Water Line Project and the Wastewater Line Project described in Exhibits “J” and “K” (collectively, the “Utility Improvements”).

(b) **City Oversizing.** City may, at its discretion, require the oversizing of certain Utility Improvements, and if the City exercises this right during or before plan review, so long as the design, engineering and construction of such oversized Utility Improvements does not unreasonably delay Developer’s development, Developer will be responsible for the costs associated with providing the appropriately sized infrastructure to the Project. The City will pay costs associated with the upsizing, the cost of which shall be determined by the Developer and City Engineer generally in accordance with Exhibits “F” and “G”.

4.06 Service Units Defined. The size of a water meter required for any particular residential or non-residential structure shall be determined according to the City’s applicable construction and plumbing standards in effect at the time that the building permit for that structure is approved, and the number of LUEs per meter to be accounted for hereunder shall be based on Chapter 50 (“Utilities”), Article VI, of the Code, which is incorporated into this Agreement for the limited purposes set forth in this Agreement.

4.07 Use of City Property and Easements. The City hereby consents, at no cost to Developer, to the use of any and all appropriate and available City rights-of-way, sites or easements that may be reasonably necessary to construct a Developer Improvement, or for Developer to perform its obligations under this Agreement; provided, however, that the City’s consent is subject to City approval of the location of a Utility Improvement within the rights-of-way and easements and avoidance of utility facilities existing in such rights of way and easements. The City agrees to cooperate and support Developer’s acquisition of necessary easements from third parties as determined by the city council.

4.08 Easement Acquisition. The Utility Improvements and related easements are necessary and required by the City for the City to provide water and wastewater service to the Property. The City further agrees that there exists a public necessity for the construction of the Utility Improvements; therefore, the City agrees to cooperate and support Developer’s acquisition of necessary easements from third parties.

**ARTICLE 5
ANNEXATION**

5.01 Annexation. The City agrees that the Property will be annexed in accordance with this Agreement.

5.02 Voluntary Annexation.

(a) Developer may submit, at any time, a petition requesting the annexation of all or a portion of the Property; provided that submission of an annexation petition shall be submitted prior to, and shall be a condition precedent to, the City finally approving any preliminary plan, final plat, or related development document as provided in Section 2.06.

(b) If the city council begins annexation proceedings pursuant to this Section 5.02, Developer acknowledges that Section 43.052, Texas Local Government Code does not apply to the City's annexation of the Property. Further, Developer agrees that a request for voluntary annexation pursuant to Section 5.02 (a) or (b) will constitute Developer's waiver of all rights Developer may have under Section 43.052, Texas Local Government Code; save and except the terms of this Development Agreement shall survive.

5.03 Municipal Service Plan. The Parties agree to be bound and obligated to a municipal service plan ("Plan") negotiated by and between the Parties that is sufficient and adequate and hereby binds and obligates Developer, its grantees, successors, purchasers or assigns to install water, wastewater and drainage infrastructure required by this Agreement to service the Property and upon acceptance by the City, the City shall be obligated from such dedication and acceptance to maintain the infrastructure and to provide services. The Plan will be used as the municipal service plan when the City annexes the Property, in accordance with Exhibit "I". The City intends to annex the Property within ninety (90) days after the date of the first reading on the ordinance annexing the Property, if such annexation is approved and adopted by the city council. If the Plan conflicts with this Agreement, this agreement shall rule.

5.04 Land Use Upon Annexation. On the effective date of the annexation of the Property, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered for the uses and development standards set forth in this Agreement; unless Developer substantially amends or abandons the Project, defaults under this Agreement, or permits its Chapter 245, Local Government Code rights to expire. Developer may make application for the zoning of the Property at any time but not later than thirty (30) days after the effective date of the annexation. Upon the adoption of permanent zoning for the Property, the applicable City Code provisions will be subject to the terms, provisions and conditions of this Agreement.

ARTICLE 6

ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS; SUCCESSORS

6.01 Assignment of Developer Rights. Developer may assign in whole or part its rights and obligations under this Agreement to persons purchasing all of the Property or a part of the Property but not to an individual purchaser of lots within a recorded final plat; provided that the City has consented to the assignment, which will not be unreasonably withheld, delayed, or conditioned. In the event Developer assigns all of its respective rights under this Agreement in conjunction with the conveyance of any unplatted portion of the Property, a written assignment of said rights must be filed of record in the Official Public Records of Hays County, Texas in order to be effective. This Agreement may be assigned by Developer without the consent of the City to any Developer-affiliated or related entity and Developer will be released from its obligations under

this Agreement upon delivery of a notice of assignment to the City. Any assignment of Developer's rights and obligations hereunder to an entity that is not affiliated with or related to Developer will not release Developer of their respective obligations under this Agreement for the assigned portion of the Property until the City has approved the written assignment; provided, however, the City shall not unreasonably deny, delay, or condition its approval of the assignment.

6.02 Lot Conveyance Not an Assignment. The mere conveyance of a lot or any portion of the Property without a written assignment of the rights of Developer shall not be sufficient to constitute an assignment of the rights or obligations of Developer hereunder, unless specifically provided herein.

6.03 Agreement Binding on Assigns. This Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchaser. In the event of an assignment of fee ownership, in whole or in part, of the Property by Developer, only the grantees and assignees and then current owners of any portion of the Property so assigned shall be liable under this Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to Developer or City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

ARTICLE 7 DEFAULT AND NOTICE

7.01 Notice and Opportunity to Cure. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period, provided that the default must be cured within six months.

7.02 Remedies for Default. Whether in contract or tort or otherwise, Developer agrees to waive all claims to damages and other remedies, with the exception of specific or strict performance, such as lost profits, delay damages, or for any special incidental, liquidated or consequential loss or damage of any nature arising at any time or from any cause whatsoever; provided, however, Developer may enforce this Agreement as provided under §245.006 of the Texas Local Government Code.

7.03 Enforcement. The Parties may enforce this Agreement by any proceeding at law or equity except the City is not waiving its right to sovereign immunity nor may this paragraph 7.03 be interpreted as or otherwise construed to be a waiver except as to an action for specific or strict performance. Failure of either Party to enforce this Agreement shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

7.04 Litigation. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Developer and the City intend to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such specific action by the city council. The filing of any third-party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction.

7.05 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery; (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address stated in Section I; or (iii) one (1) business day after being sent by email.

Any notice mailed to the City shall be addressed:

City of Kyle
Attn: City Manager
100 W. Center Street
Kyle, Texas 78640

Any notice mailed to the Developer shall be addressed:

Adam B. Boenig
Vice President
Clayton Properties Group Inc. d/b/a Brohn Homes
6720 Vaught Ranch Rd, Suite 200
Austin, Texas 78730
P 512.320.8833
Email Address: adamb@brohnhomes.com

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

ARTICLE 8 PROPERTY AND MORTGAGEE OBLIGATIONS

8.01 Mortgagee Acceptance. Developer shall assure that any mortgage financing obtained for the Property and the Project includes a provision that obligates the mortgagee to continue this Agreement in full force and effect subject to its terms and provisions in the event of a foreclosure or other action by such mortgagee, with a good and sufficient subordination provision, and any such mortgagee shall be deemed to have taken a security interest in the Property

with notice of and subject to this Agreement. Developer shall provide the City with an executed copy of a subordination agreement that is consistent with the requirements of this Agreement.

8.02 Mortgage Protection. This Agreement will not affect the right of Developer to encumber all or any portion of the Property by mortgage, deed of trust or other instrument to secure financing for the Project, subject to the terms and provisions of Section 8.01. The City understands that a lender providing financing of the development of the Property (“Lender”) may require interpretations of or modifications to this Agreement and agrees to not unreasonably refuse to cooperate with Developer and its Lenders’ representatives in connection with any requests for interpretations or modifications so long as such modifications are not substantially inconsistent with the terms of this Agreement. The City agrees not to unreasonably condition, withhold or delay its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City further agrees as follows:

(a) The City will, upon written request of a Lender given to the City by certified mail, return receipt requested, at the addresses provided in Section 7.05, provide the Lender with a copy of any written notice of default given to Developer under this Agreement within ten (10) days of the date such notice is given to Developer.

(b) Upon default by Developer under this Agreement, a Lender may, but will not be obligated to, promptly cure any default during any cure period extended to Developer, either under this Agreement or under the notice of default.

(c) Any Lender who comes into possession of any portion of the Property by foreclosure or deed in lieu of foreclosure will take such Property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of Developer arising prior to the Lender’s acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that Property until all delinquent fees and other obligations of Developer under this Agreement that relate to the Property have been paid or performed.

8.03 Certificate of Compliance. Within thirty (30) days of written request by either Party given to the other Party requesting a statement of compliance with this Agreement, the other Party will execute and deliver to the requesting Party a statement certifying that:

(a) this Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification;

(b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and

(c) any other information that may be reasonably requested. The City Manager or the Mayor will be authorized to execute any requested certificate on behalf of the City.

**ARTICLE 9
MISCELLANEOUS**

9.01 Multiple Originals. The Parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

9.02 Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein.

9.03 Recordation. A copy of this Agreement will be recorded in the Official Public Records of Hays County, Texas.

9.04 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable in Hays County, Texas.

9.05 Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

9.06 Termination or Amendment By Agreement. This Agreement may only be terminated or amended as to any or all of the Property at any time by mutual written consent of the City and Developer, or may be terminated or amended only as to a portion of the Property by the mutual written consent of the City and the Developer of only the portion of the Property affected by the amendment or termination. The City may terminate this Agreement if the Developer does not obtain preliminary plat approval within five (5) years of the Effective Date. This Agreement will terminate if the preliminary plat expires during the term of this Agreement pursuant to the provisions governing expiration of preliminary plats set forth in the City Code.

9.07 No Oral or Implied Waiver. The Parties may waive any of their respective rights or conditions contained herein or any of the obligations of the other party hereunder, but unless this Agreement expressly provides that a condition, right, or obligation is deemed waived, any such waiver will be effective only if in writing and signed by the party waiving such condition, right, or obligation. The failure of either party to insist at any time upon the strict performance of any covenant or agreement in this Agreement or to exercise any right, power, or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

9.08 No Third-Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

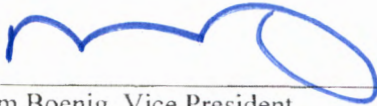
9.09 Anti-Boycott Verification. To the extent this Agreement constitute a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law the Company represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (a) boycotts Israel or (b) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

9.10 Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law the Developer represents that the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

SIGNED and executed this 16TH day of JUNE, 2019, ~~2019~~ 2020 

Clayton Properties Group Inc. (dba – Brohn Homes)

By:

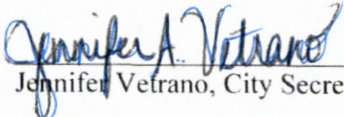

Adam Boenig, Vice President

CITY OF KYLE, TEXAS

By:

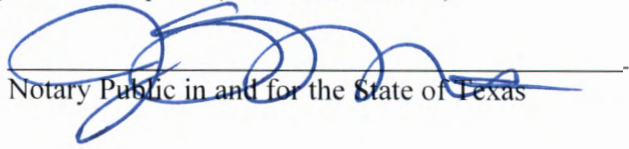

Travis Mitchell, Mayor

ATTEST:


Jennifer Vetrano, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on 4/16/20, 2019, by Adam Boenig, Vice President of Clayton Properties Group Inc (dba Bohn Homes).



Notary Public in and for the State of Texas

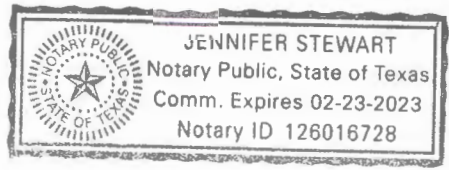


EXHIBIT A
DESCRIPTION OF PROPERTY

A DESCRIPTION OF 29.792 ACRES OUT OF THE JOHN JONES SURVEY, ABSTRACT NO. 263, IN HAYS COUNTY TEXAS, BEING A PORTION OF A CALLED 83.3633 ACRE TRACT OF LAND CONVEYED TO JANSEN EQUIPMENT, INC. IN VOLUME 4335, PAGE 867 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (OPRHCT), AND BEING A PORTION OF A CALLED 105.744 ACRE TRACT OF LAND CONVEYED TO THEODORE H. LEHMAN AND HAZEL L. LEHMAN IN VOLUME 195, PAGE 93 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS (DRHCT); SAID 29.792 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found within said 83.3633 acre tract, at the west corner of Lot 2, Brod Subdivision, a subdivision recorded in Volume 16, Page 156 of the Plat Records of Hays County, Texas (PRHCT), and being in the southeast line of Lot 1, Block A, Lehman High School Subdivision, a subdivision recorded in Volume 12, Page 324 (PRHCT), for the northernmost corner hereof;

THENCE, crossing said 83.3633 acre tract with the southwest line of said Lot 2, **S46°27'15"E**, a distance of **384.09** feet to a Mag nail with "Payne 6064" washer set in the concrete footer of a concrete drainage structure, in the southeast line of said 83.3633 acre tract, for the easternmost corner hereof, same being an angle point in the northwest line of a called 97.646 acre tract of land conveyed to Clayton Properties Group, Inc., a Tennessee Corporation doing business in Texas as Brohn Homes, in Document No. 19010347 (OPRHCT), from which a 1/2-inch iron rod found for another angle point in the northwest line of said 97.646 acre tract, same being the south corner of said Lot 2, bears **S46°27'15"E**, a distance of **52.28** feet;

THENCE, with the northwest line of said 97.646 acre tract, same being the southeast line of said 83.3633 acre tract, **S43°22'22"W**, a distance of **799.16** feet to a 1/2-inch iron rod found for the west corner of said 97.646 acre tract, same being the westerly north corner of a called 324.14 acre tract of land conveyed to Walton Texas, LP in Volume 4399, Page 768 (OPRHCT);

THENCE, with the northwest line of said 342.14 acre tract, in part being the southeast line of said 83.3633 acre tract and in part being the southeast line of said 105.744 acre tract, **S43°57'38"W**, a distance of **1235.00** feet to a 1/2-inch iron rod with "Payne 6064" cap set in the southeast line of said 105.744 acre tract, for the southernmost corner hereof, from which a fence post found bears **S43°57'38"W** a distance of **848.14** feet, and **S44°18'49"W** a distance of **448.66** feet;

THENCE, crossing said 105.744 acre tract and said 83.3633 acre tract, the following five (5) courses and distances:

- 1) **N02°21'48"W**, a distance of **117.39** feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 2) **N20°40'58"W**, a distance of **286.73** feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 3) **N36°14'04"W**, a distance of **156.71** feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 4) With a curve to the right, having a radius of **461.85** feet, a delta angle of **27°35'18"**, an arc length of **222.39** feet, and a chord which bears **N06°42'07"W**, a distance of **220.24** feet to a 1/2-inch iron rod with "Payne 6064" cap set;
- 5) **N17°14'42"E**, a distance of **919.34** feet to a 1/2-inch iron rod found within said 83.3633 acre tract, at an angle point in the southwest line of said Lot 1, for the northwest corner hereof, from which a 1/2-inch iron rod with "Chaparral" cap found for the west corner of said Lot 1 bears **N36°42'55"W**, a distance of **1017.46** feet;

THENCE, continuing across said 83.3633 acre tract with the south line of said Lot 1, the following three (3) courses and distances:

- 1) **S75°00'47"E**, a distance of **883.03** feet to a 1/2-inch iron rod with "Chaparral" cap found;
- 2) **N15°03'42"E**, a distance of **233.76** feet to a 1/2-inch iron rod with "Chaparral" cap found;
- 3) **N52°15'15"E**, a distance of **209.77** feet to the **POINT OF BEGINNING** hereof, and containing 29.792 acres, more or less.

Surveyed on the ground August 21, 2019. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone, based on GPS solutions from SmartNet. Attachments: drawing 1850-001-TI



8/29/19

Eric J. Dannheim, RPLS
State of Texas #6075

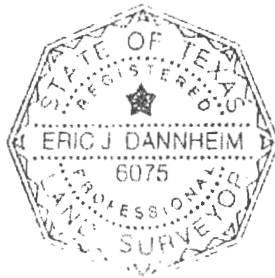


EXHIBIT B
PRIOR AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HAYS §

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BETWEEN CITY OF KYLE, TEXAS, AND LEHMAN FAMILY LIMITED
PARTNERSHIP AND LEHMAN FAMILY TRUST**

This Amended and Restated Development Agreement ("Restated Agreement") is by and between the City of Kyle, Texas, a home rule City situated in Hays County, Texas (the "City") and Lehman Family Limited Partnership and Lehman Family Trust, the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property described herein. The term "Parties" means the City and the Owner.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Hays County, Texas, which is more particularly described in the attached Exhibit "A" incorporated herein by reference;

WHEREAS, in October 2009, the City and the Owner entered into that one certain Chapter 43 Texas Local Government Code Development Agreement shown in the attached Exhibit "A" ("Prior Agreement");

WHEREAS, the recitals to the Prior Agreement state that the City had initiated the annexation of the Property before the City and the Owner entered into the Agreement pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

WHEREAS, the Prior Agreement provides that if the Owner sells the Property, the Property shall be voluntarily annexed to the City if the Property is intended to be used for development purposes; and,

WHEREAS, the Owner has the Property under contract to sell but does not want to lose the extra-territorial jurisdiction status of the Property if the sale does not close; and,

WHEREAS, due to changed circumstances, the Parties desire to amend and restate the Prior Agreement by terminating and removing the applicability of Section 43.035, Texas Local Government Code, except for subsection (d) of Section 43.035, to the Prior Agreement and by making the Restated Agreement pursuant to only Section 212.172, Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the above stated recitals, which are made a part of this Restated Agreement, plus the mutual promises expressed herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby contract, covenant and agree as follows:

May 5, 2015

**ARTICLE 1
PURPOSES AND TERM**

1.01 **Purpose.** This Restated Agreement modifies, amends and replaces the Prior Agreement in its entirety as of the effective date of this Restated Agreement.

1.02 **Authority.** Authority for the Owner and the City to enter into this Restated Agreement exists under the City Charter of the City, Article III, Section 52-a of the Texas Constitution; Chapter 212, Subchapter G, Tex. Local Government Code, ("Subchapter G"); and Chapter 395, Tex. Local Government Code ("Chapter 395") and other statutes as may be applicable.

1.03 **Owner Execution.** The Owner acknowledges that each and every owner of the Property must sign this Restated Agreement in order for the Restated Agreement to take full effect, and the Owners who sign this Restated Agreement covenant and agree, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Restated Agreement.

1.04 **Term.** The term of this Restated Agreement will commence on the Effective Date and continue for nine (9) years thereafter, unless sooner terminated under this Restated Agreement as provided herein, (the "Term"). After the first Term, this Restated Agreement may be extended for successive five-year periods upon written agreement signed by the Owner and the City.

**ARTICLE 2
PRELIMINARY AND FINAL PLATS**

2.01 **Generally.** All development applications relating to the Property will comply with the Code of Ordinances and other ordinances not codified of the City of Kyle ("Code") as if the Property were inside the corporate limits of the City. The preceding sentence controls even if the Property has not been annexed by the City.

2.02 **Preliminary Plan.** The Owner may submit to the City an application for a preliminary plan for the Property without submitting to the City a request for the annexation of the Property and without submitting a zoning application for the Property subject to 3.02 below. Pursuant to Section 41-45 of the City Code, the Owner may request the City, including the City's Zoning and Planning Commission, to make a written determination that the preliminary plan complies with all applicable regulations; provided, however, that such determination shall not constitute the final approval of the preliminary plan.

2.03 **Subdivision Plats.** The Owner may submit to the City an application for a subdivision plat for a portion of the Property without submitting to the City a request for the annexation of the Property and without submitting a zoning application for the Property subject to 3.02 below. Owner may submit subdivision construction plans concurrently with a subdivision plat application.

May 5, 2015

2.04 City Review and Approval. In anticipation of the voluntary annexation of the Property, the City will not require the Owner to submit any development applications to Hays County for review or approval. The City will accept and review applications for preliminary plans, final plats, subdivision construction plans and site development permits for the Property.

ARTICLE 3 ANNEXATION

3.01 Involuntary Annexation. Except as provided in Section 3.02, the City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes for the term of this Restated Agreement. Except as provided in this Restated Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan during the term of this Restated Agreement.

3.02 Voluntary Annexation.

(a) Owner may submit, at any time, a signed petition requesting the annexation of all or a portion of the Property.

(b) If an application for a preliminary plan under 2.02 of this agreement, final plat under 2.03 or any related development permit relating to the Property is filed and such application is not withdrawn by the 180th day after the day of the City's acceptance of such application, then Owner's failure to withdraw any such application will constitute and be deemed a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be deemed voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

(c) If a preliminary plan, final plat or related development permit relating to the Property is approved by the City, such approval will constitute and be deemed a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be deemed voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

(d) If an application for a preliminary plan, final plat or related development permit relating to the Property is filed and such application is withdrawn on or before the 180th day after the day of the City's acceptance of such application, then such withdrawn application will not constitute or be deemed a petition for voluntary application.

3.03 Waiver of Owner's Rights Under § 43.035. If the City Council begins annexation proceedings pursuant to Section 3.02, the Owner acknowledges and agrees that Section 43.052, Texas Local Government Code, does not apply to the City's annexation of the Property. Further, Owner agrees that voluntary annexation pursuant to Section 3.02 (a), (b) or (c) will constitute Owner's waiver of all rights Owner may have under Section 43.052, Texas Local Government Code.

3.04 Change in Annexation Law. No subsequent change in the law regarding annexation shall affect the enforceability of this Restated Agreement or the City's ability to annex the Property pursuant to the terms of this Restated Agreement.

ARTICLE 4 EXISTING USE

4.01 Existing Use. Until a request for voluntary annexation is made in accordance with Section 3.02, Owner covenants and agrees not to use the Property for any use other than for agriculture or wildlife management, except for any now-existing single family residential use of the Property, without the prior written consent of the City. The City will not enforce any planning and development authority and regulations that interfere with the use of the Property for agriculture and wildlife management purposes. Until a request for voluntary annexation is made in accordance with Section 3.02, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the City limits, subject to the exceptions set forth herein. The Owner reserves the right to construct, repair, or renovate buildings on the Property that are consistent with its agricultural use without obtaining a building permit or triggering annexation. Further, the Owner may construct an accessory structure to an existing single-family dwelling. Additionally, Owner reserves the right to construct a new residence on the Property, provided that Owner provides written notice of the construction to the City so that the Parties can modify the description of the land subject to this Restated Agreement. This Section 4.01 expires upon the annexation of the Property by the City.

4.02 Eminent Domain. The City reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Section 212.172 Texas Local Government Code development agreement.

ARTICLE 5 ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS; SUCCESSORS

5.01 Notice to Purchaser. The Owner shall give written notice of this Restated Agreement to a prospective purchaser or grantee of any portion of the Property prior to such sale or conveyance. The Owner shall give the City written notice of such sale or conveyance; provided, however, this sentence will not apply to a sale or conveyance among the owners of the Property.

5.02 Assignment of Owner Rights. The Owner's rights and obligations under this Restated Agreement may be assigned in whole or part, subject to the prior written consent of the City, which shall not be unreasonably withheld, to persons purchasing all of the Property or a part of the Property but not to an individual purchaser of lots within a recorded final plat. In the event the Owner assigns all of its respective rights under this Restated Agreement in conjunction with the conveyance of any unplatted portion of the Property, a written assignment of said rights must be filed of record in the Official Public Records of Hays County, Texas in order to be effective.

May 5, 2015

5

5.03 Agreement Binding on Assigns. This Restated Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchaser. In the event of an assignment of fee ownership, in whole or in part, of the Property by the Owner, only the grantees and assignees and then current owners of any portion of the Property so assigned shall be liable under this Restated Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to the Owner or the City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Restated Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

**ARTICLE 6
MISCELLANEOUS**

6.01 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery; (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to a particular Party, as the case may be, at the address hereinafter stated; or (iii) one business day after being sent by email.

Any notice mailed to the City shall be addressed:

City of Kyle
Attn: City Manager
100 W. Center Street
Kyle, Texas 78640

Any notice mailed to the Owner shall be addressed:

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

6.02 Multiple Originals. The Parties may execute this Restated Agreement in one or more duplicate originals, each of equal dignity.

6.03 Recordation. This Restated Agreement shall be a covenant running with the Property and a copy of this Restated Agreement will be recorded in the Official Public Records of Hays County, Texas.

6.04 Governing Law. This Restated Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of partial invalidity, the balance of the Restated Agreement shall remain in full force and effect. This Restated Agreement is performable in Hays County, Texas.

May 5, 2015

6.05 Termination or Amendment By Agreement. This Restated Agreement may only be terminated or amended as to any or all of the Property at any time by mutual written consent of the City and Owner, or may be terminated or amended only as to a portion of the Property by the mutual written consent of the City and the owner of only the portion of the Property affected by the amendment or termination.

6.06 Damages; Waiver. Whether in contract or tort or otherwise, the Owner agrees to waive all claims to damages and other remedies, including specific or strict performance, lost profits, delay damages, or for any special incidental, liquidated or consequential loss or damage of any nature arising at any time or from any cause whatsoever. Damages, if any, will be limited to amounts recoverable under §271.153 of the Texas Local Government Code.

6.07 Enforcement. This Restated Agreement may be enforced by the Owner but only as provided under §271.153 of the Texas Local Government Code or by the City by any proceeding at law or equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Restated Agreement thereafter.

6.08 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

6.09 No Third Party Beneficiary. This Restated Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

6.10 Effective Date. This Restated Agreement will be effective as of the date upon which all Parties have executed the Restated Agreement.

6.11 Entire Agreement. This Restated Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein.

OWNER:

Lehman Family Trust

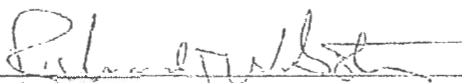
By: Peggy Jensen

May 5, 2015

7

ACKNOWLEDGEMENT

CITY OF KYLE, TEXAS

By: 
R. Todd Webster, Mayor

ATTEST:


Amelia Sanchez, City Secretary

May 5, 2015

**EXHIBIT A
PRIOR AGREEMENT**

May 5, 2015

9

Item # 16

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH LEHMAN FAMILY LIMITED PARTNERSHIP AND LEHMAN FAMILY TRUST, TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Kyle, Texas (the "City") has initiated several annexations for the purpose of filling gaps and providing for greater continuity within the city limits; and

Whereas, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City has offered to enter a development agreement titled "Development Agreement Under Section 43.035, Texas Local Government Code" (the "Agreement") attached hereto and incorporated herein as Exhibit A, with landowners owning land currently appraised for ad valorem tax purposes as land for agricultural use;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, HAYS COUNTY, TEXAS, THAT:

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

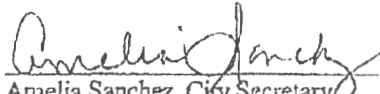
Section 2. Agreement Approved. The City Council hereby approves the Development Agreement Under Section 43.035, Texas Local Government Code attached hereto as Exhibit "A", and authorizes the Mayor to execute said Agreement.

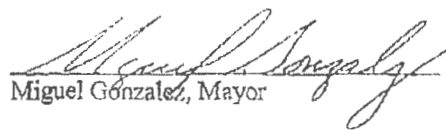
Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Local Government Code.

FINALLY PASSED AND APPROVED on this the 6th day of October, 2009.

ATTEST:

THE CITY OF KYLE, TEXAS


Amelia Sanchez, City Secretary


Miguel González, Mayor

STATE OF TEXAS §
COUNTY OF HAYS §

**DEVELOPMENT AGREEMENT
UNDER SECTION 45.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement Under Section 45.035, Texas Local Government Code is entered between the City of Kyle, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Hays County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the

Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement, without the prior written consent of the City. The Owner's use of the property as of the Effective Date includes the following:
 - (1) Raising and selling of livestock, including pigs, hogs, and cattle.
 - (2) The planting, cultivation, harvesting, and destruction of crops, plowing of the land and application of herbicides, insecticides, fertilizers, and other chemical performed by ground rigs, airplanes, and helicopters; and
 - (3) Storage and selling of grains, crops, chemicals, fertilizer, and feed.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Hays County or the City until the Property is annexed into and zoned by the City, provided that the Property may be subdivided into two parcels that are greater than five acres in size if required by a lender to finance the construction of a new single family home or other building or structure that is authorized to be constructed on the Property under Section 2(c).
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Agricultural District (District "A") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences, except as authorized in this Section 2(c)) are exceptions to this Section 2(c). One additional new single family residence may be constructed on the Property if the residence is to be occupied by family members of the Owner who participate in the ownership or operation of the agricultural, timberland, or wildlife management uses of the Property. Proof of qualification for this exception must be presented at the time of application for a building permit.
- (d) The City's Agricultural District (District "A") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "A", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Structures that exist on the Property on the Effective Date shall not be subject to setback requirements. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed

in compliance with the regulations for the Agricultural District (District "A") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement. Building permits and related inspections shall not be required for accessory structures related to the existing use of the Property.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building permit (excluding building permit applications for construction of a new single family residence or additions to an existing single family residence authorized to be located on the Property under Section 2), or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.
 - (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as

specifically provided otherwise herein; provided that fees that are applicable to properties located within the ETJ shall apply to the Property. A City regulation shall be deemed to materially interfere with the use of the Property for agriculture, wildlife management, or timber if the regulation prohibits one of the uses of Property listed in Section 2(a) or a use authorized by Chapter 23, Texas Tax Code; provided that the City may regulate hunting to the extent authorized by Chapter 229, Texas Local Gov't Code. It is the intent of the parties that the enforcement of City regulations during the term of this Agreement does not prevent the Owner from continuing the Owner's agricultural operation under current practices that are compliant with applicable state and federal law or under future practices that occur due to changes in technology, methods, or applicable state or federal law and that are compliant with applicable state and federal law.

Section 5. Term. The term of this Agreement (the "Term") is fifteen (15) years from the Effective Date. The Agreement may be extended for two additional fifteen year terms upon the agreement of both parties and approval by the City Council

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction the Owner may initiate following the expiration of this Agreement and the institution of annexation proceedings by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.
- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Kyle
Attn: City Manager
100 W. Center Street
Kyle, Texas 78640

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and this Agreement or a memorandum of this Agreement acceptable to City and the Owner shall be recorded in the Official Public Records of Hays County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation

shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Hays County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this 5th day of October, 2009.

Owner (s)

Harold Lehman
Printed Name: Harold Lehman

Printed Name: _____

City of Kyle, Texas

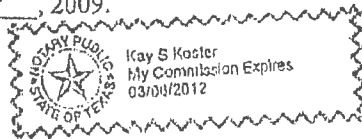
Miguel Gonzalez
Miguel Gonzalez, Mayor

STATE OF TEXAS §

COUNTY OF HAYS §

Hazel Lehman BEFORE ME the undersigned authority on this day personally appeared Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 5th day of October, 2009.



Kay S. Koster
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2009.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME the undersigned authority on this day personally appeared Miguel Gonzalez, Mayor, City of Kyle, and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

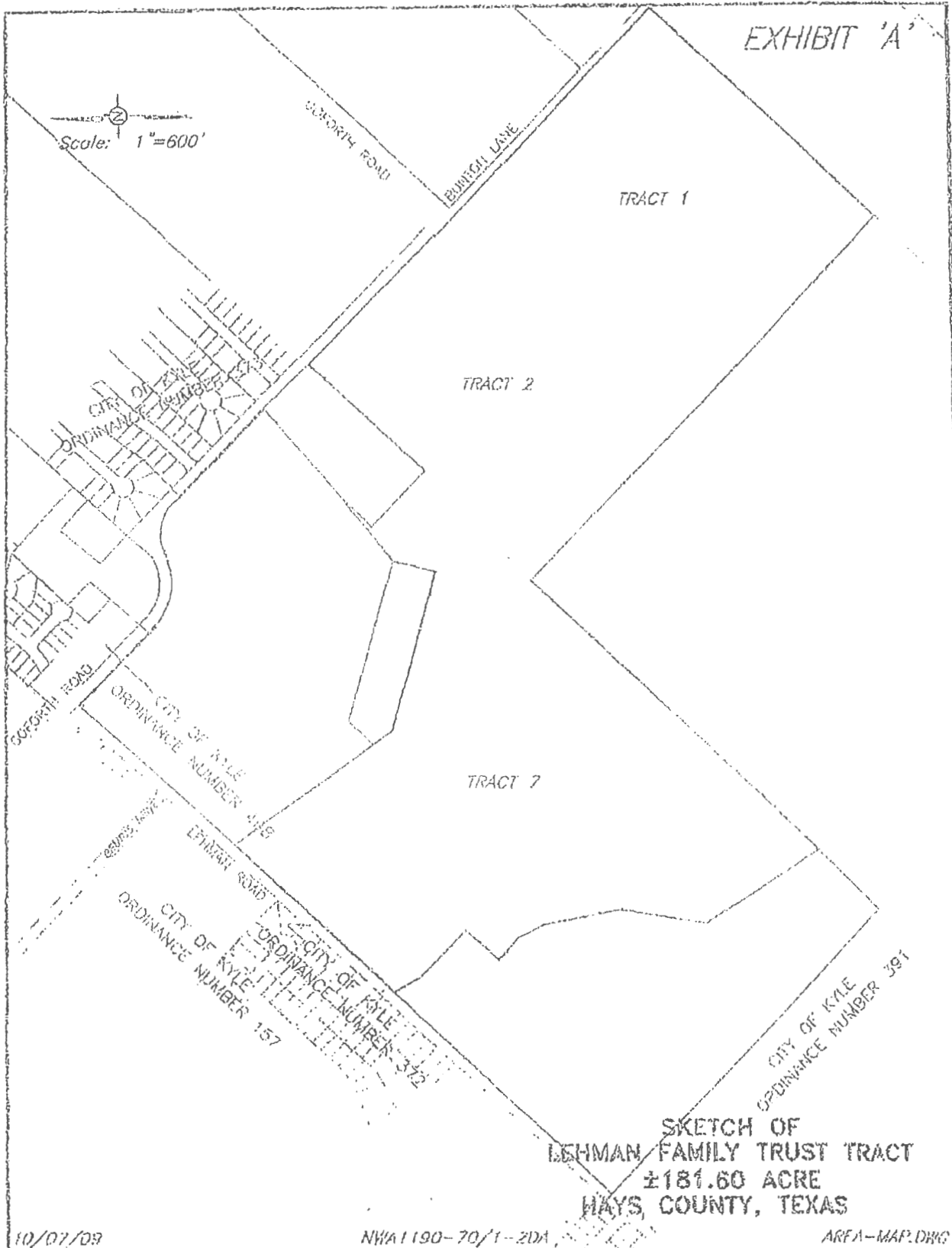
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20th day of October, 2009.



Amelia L. Sanchez
Notary Public - State of Texas

EXHIBIT 'A'

Scale: 1"=600'



10/07/09

NW/A 190-70/1-2DA

ARFA-MAP.DWG

SKETCH OF
LEHMAN FAMILY TRUST TRACT
±181.60 ACRE
HAYS COUNTY, TEXAS

LEHMAN FAMILY TRUST
DEVELOPMENT AGREEMENT
CITY OF KYLE, TEXAS

TRACT 1

All that certain tract or parcel of land, called 46.68 acres, conveyed to Hazel M. Lehman, Trustee of the Lehman Family Trust by Will of Theodore H. Lehman, as recorded in Volume 280, Page 213 Official Public Records of Hays County, Texas.

TRACT 2

All that certain tract or parcel of land, called 50.11 acres, conveyed to Hazel M. Lehman, Trustee of the Lehman Family Trust by Will of Theodore H. Lehman, as recorded in Volume 285, Page 171 Official Public Records of Hays County, Texas.

TRACT 7

All that certain tract or parcel of land, called 83.4273 acres, conveyed to Lehman Family Limited Partnership and Lehman Family Trust, Hazel M. Lehman, Trustee, by deed recorded in Volume 3352, Page 175 Official Public Records of Hays County, Texas.

19/13/2021

TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
 102 N. LBJ Dr.
 San Marcos, TX 78666
 Ph: 512-393-5545 Fax: 512-393-5517



Receipt Number: SM-2009-343211

Payor: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197) HAZEL M LEHMAN TRUSTEE 1000 LEHMAN RD KYLE, TX 78640	Owner: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197) HAZEL M LEHMAN TRUSTEE 1000 LEHMAN RD KYLE, TX 78640
--	--

Quick Ref ID: R70300 Owner: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197) - 100% Owner Address: HAZEL M LEHMAN TRUSTEE 1000 LEHMAN RD KYLE, TX 78640	Property: 10-0263-0009-00000-2 Legal Description: A0263 JOHN JONES SURVEY, ACRES 84.4273
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Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2008					
Plum Creek	18,150	0.018000	3.27	3.27	3.27
Hays Consolidated	18,150	1.461300	265.23	265.23	265.23
Special Road Dist	18,150	0.080100	14.54	14.54	14.54
Plum Creek	18,150	0.018000	3.27	3.27	3.27
Hays County	18,150	0.374900	68.05	68.05	68.05
Hays Co ESD #5	18,150	0.085000	15.43	15.43	15.43
Total Payment Amount					369.79
Check Payment Tendered					369.79
Total Tendered					369.79

Date Paid: 01/08/2009
 Effective Date: 01/08/2009
 Station: Luanne
 Cashier: LuanneC

TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
 102 N. LBJ Dr.
 San Marcos, TX 78666
 Ph: 512-393-5545 Fax: 512-393-5517



Receipt Number: SM-2009-343213

Payor: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197)
 HAZEL M LEHMAN TRUSTEE
 1000 LEHMAN RD
 KYLE, TX 78640

Owner: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197)
 HAZEL M LEHMAN TRUSTEE
 1000 LEHMAN RD
 KYLE, TX 78640

Quick Ref ID: R12600
 Owner: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197) - 100%
 Owner Address: HAZEL M LEHMAN TRUSTEE
 1000 LEHMAN RD
 KYLE, TX 78640

Property: 10-0021-0010-00000-2
 Legal Description: A0021 MILTON B ATKINSON SURVEY,
 ACRES 50.06

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2008					
Plum Creek	10,760	0.018000	1.94	1.94	1.94
Hays Consolidated	10,760	1.481300	157.23	157.23	157.23
Special Road Dist	10,760	0.080100	8.62	8.62	8.62
Plum Creek	10,760	0.018000	1.94	1.94	1.94
Hays County	10,760	0.374900	40.34	40.34	40.34
Hays Co ESD #5	10,760	0.085000	9.15	9.15	9.15
				Total Payment Amount	219.22
				Check Payment Tended	219.22
				Total Tended	219.22

Date Paid: 01/08/2009
 Effective Date: 01/08/2009
 Station: Luanne
 Cashier: LuanneC

TAX RECEIPT

Luanne Caraway Tax Assessor-Collector, Hays County
 102 N. LBJ Dr.
 San Marcos, TX 78666
 Ph: 512-393-5546 Fax: 512-393-5517



Receipt Number: SM-2009-343214

Payor: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197)
 HAZEL M LEHMAN TRUSTEE
 1000 LEHMAN RD
 KYLE, TX 78640

Owner: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197)
 HAZEL M LEHMAN TRUSTEE
 1000 LEHMAN RD
 KYLE, TX 78640

Quick Ref ID: R12590
 Owner: HLP LEHMAN FAMILY LIMITED PARTNERSH (00082197) - 100%
 Owner Address: HAZEL M LEHMAN TRUSTEE
 1000 LEHMAN RD
 KYLE, TX 78640

Property: 10-0021-0009-00000-2
 Legal Description: A0021 MILTON B ATKINSON SURVEY,
 ACRES 48.68

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2008					
Plum Creek	10,470	0.018000	1.88	1.88	1.88
Hays Consolidated	10,470	1.461300	153.00	153.00	153.00
Special Road Dist	10,470	0.080100	8.39	8.39	8.39
Plum Creek	10,470	0.018000	1.88	1.88	1.88
Hays County	10,470	0.374900	39.25	39.25	39.25
Hays Co ESD #5	10,470	0.085000	8.90	8.90	8.90
				Total Payment Amount	213.30
				Check Payment Tendered	213.30
				Total Tendered	213.30

Date Paid: 01/08/2009
 Effective Date: 01/08/2009
 Station: Luanne
 Cashier: LuanneC

TAX RECEIPT

HAYS COUNTY TAX OFFICE
Luanne Garaway Tax Assessor-Collector
 102 N. LBJ Drive
 San Marcos, TX 78666
 (512) 393-8545

This is a receipt for taxes paid as of 11/16/2007 based upon the tax records of the County Tax Office.

Station : dianec	Receipt Number : SM-2007-233926
Cashier : DianeC	Date Paid : 11/16/2007 Effective Date: 11/16/2007
Tax Years : 2007	Tender Method : Check Payment - 1621
Payor : LEHMAN, HAZEL LIPPE	Total Paid : 1,656.53

Payor: LEHMAN, HAZEL LIPPE (O0022441)
 1000 LEHMAN RD
 KYLE, TX 78640

Owner: Multiple Owners

LEGAL DESCRIPTION	ENTITIES
R11514 : ABS 14 JOHN STUART SURVEY 38.93 AC	FHA Hays Co ESD #5
R12599 : A0021 MILTON B ATKINSON SURVEY, ACRES 48.68	SHA Hays Consolidated ISD
R12600 : A0021 MILTON B ATKINSON SURVEY, ACRES 50.11	GHA Hays County
R70073 : ABS 14 JOHN STUART SURVEY 20.00 AC	PCC Plum Creek Conservation District
R70300 : A0263 JOHN JONES SURVEY, ACRES 111.6283	WPC Plum Creek Groundwater District
R70301 : ABS 263 JOHN JONES SURVEY 1.00 AC GEO#90602151	RSP Special Road Dist

PAYMENT SUMMARY

R11514 - LEHMAN, HAZEL LIPPE (O0022441)
 1000 LEHMAN RD KYLE, TX 78640

10-0014-0078-00000-2

Tax Year / Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Penalty&Int	Coll. Penalty	Amount Paid
2007 FHA	7,880.00	0.077000	6.07	6.07	0.00	0.00	6.07
2007 SHA	7,880.00	1.461300	115.15	115.15	0.00	0.00	115.15
2007 GHA	7,880.00	0.371400	29.26	29.26	0.00	0.00	29.26
2007 PCC	7,880.00	0.017800	1.40	1.40	0.00	0.00	1.40
2007 WPC	7,880.00	0.018000	1.42	1.42	0.00	0.00	1.42
2007 RSP	7,880.00	0.086000	6.78	6.78	0.00	0.00	6.78
Total Payment for Property R11514							160.08

R12599 - LEHMAN, HAZEL LIPPE (O0022441)
 1000 LEHMAN RD KYLE, TX 78640

10-0021-0009-00000-2

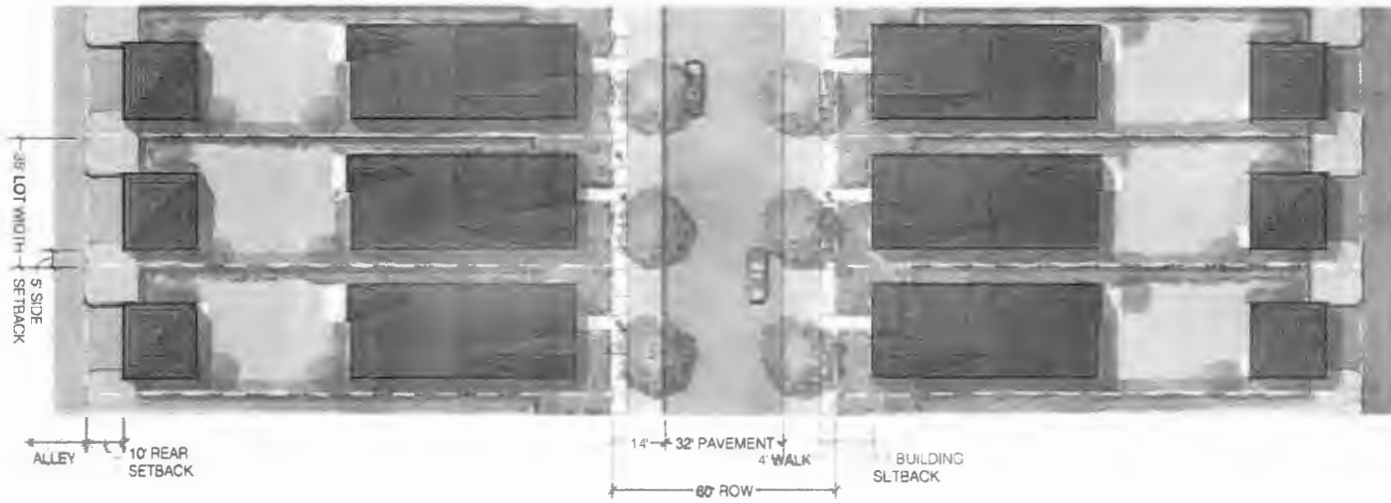
Tax Year / Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Penalty&Int	Coll. Penalty	Amount Paid
2007 FHA	9,850.00	0.077000	7.58	7.58	0.00	0.00	7.58
2007 SHA	9,850.00	1.461300	143.94	143.94	0.00	0.00	143.94
2007 GHA	9,850.00	0.371400	36.59	36.59	0.00	0.00	36.59
2007 PCC	9,850.00	0.017800	1.75	1.75	0.00	0.00	1.75
2007 WPC	9,850.00	0.018000	1.77	1.77	0.00	0.00	1.77
2007 RSP	9,850.00	0.086000	8.47	8.47	0.00	0.00	8.47
Total Payment for Property R12599							200.10

R12600 - LEHMAN, HAZEL LIPPE (O0022441)
 1000 LEHMAN RD KYLE, TX 78640

10-0021-0010-00000-2

Tax Year / Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Penalty&Int	Coll. Penalty	Amount Paid
2007 FHA	10,140.00	0.077000	7.81	7.81	0.00	0.00	7.81
2007 SHA	10,140.00	1.461300	148.18	148.18	0.00	0.00	148.18
2007 GHA	10,140.00	0.371400	37.66	37.66	0.00	0.00	37.66
2007 PCC	10,140.00	0.017800	1.80	1.80	0.00	0.00	1.80
2007 WPC	10,140.00	0.018000	1.83	1.83	0.00	0.00	1.83
2007 RSP	10,140.00	0.086000	8.72	8.72	0.00	0.00	8.72
Total Payment for Property R12600							206.00

EXHIBIT C
PLAN VIEW AND STREET SCAPE ILLUSTRATIONS



KYLE, TEXAS

FEBRUARY 26, 2019

CASSETTA RANCH

TYPICAL STREET PLAN - 35' LOTS





STUDIO

KYLE, TEXAS

FEBRUARY 20, 2019

CASSETTA RANCH

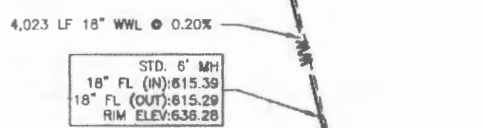
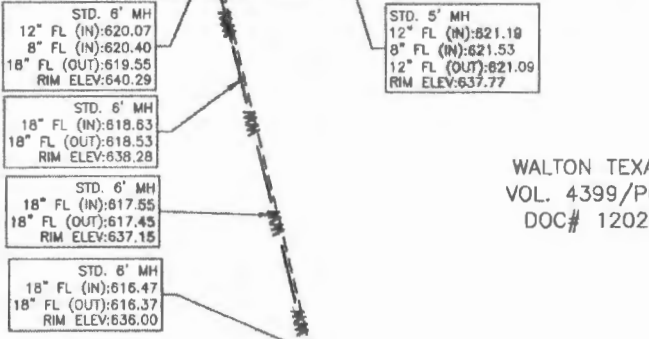
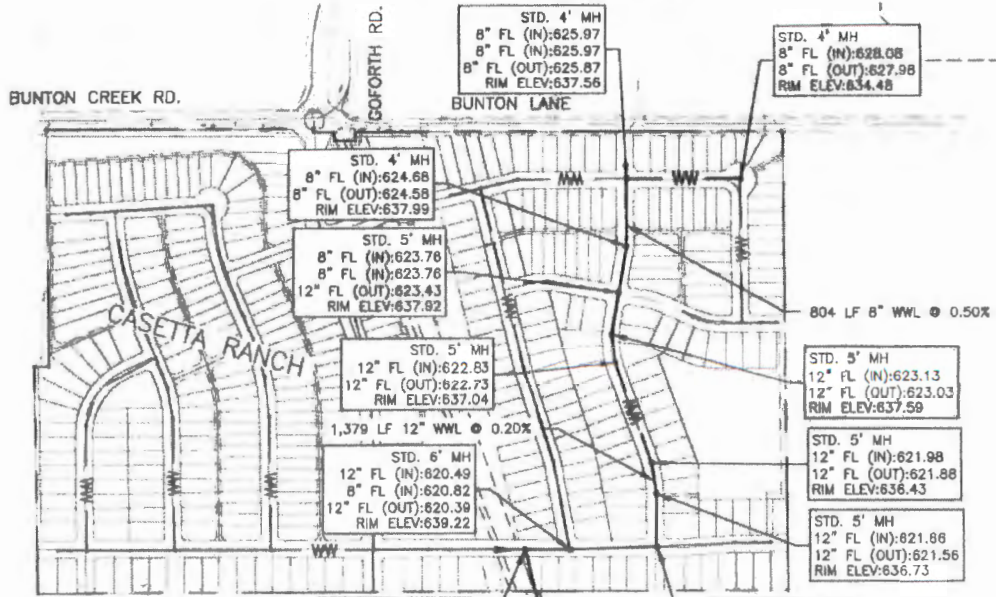
TYPICAL STREET VIEW - 35' LOTS



**EXHIBIT D
CONCEPT PLAN**

EXHIBIT E
WALTON LINE

CASETTA RANCH WWL EXHIBIT



WALTON TEXAS, LP
VOL. 4399/PG. 768
DOC# 12020958

WALTON TEXAS, LP
VOL. 4399/PG. 768
DOC# 12020958

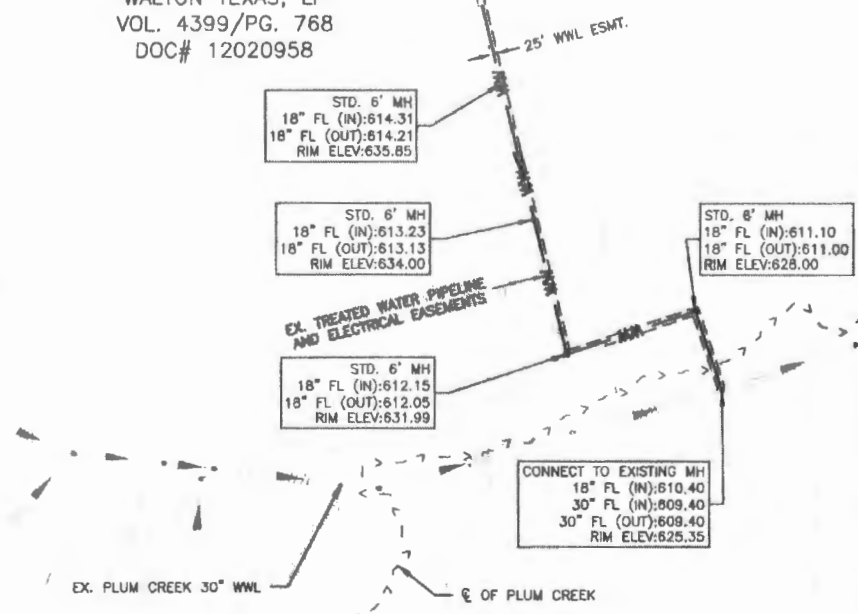
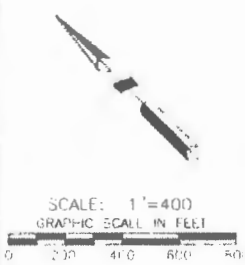


EXHIBIT F

(a) In the event that the City authorizes oversizing of a water line, the Developer shall solicit private bids for the Water Line Project based on the City Engineer-approved design, plans and specifications for the Water Line Project, and recommend the lowest qualified bidder/contractor to the City. The Water Line private bids will be stated or quoted with alternate bids being required for a water line sized to serve the Project as required by the City Code (“**Alternate #1**”) and the size water line required by the City (“**Alternate #2**”), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Water Line Project.

(b) Prior to bidding the Water Line Project, the Developer shall provide the City Engineer and the purchasing agent with a copy of the documents soliciting the bids. Within seven (7) business days, the City Engineer will review the description of the Project for compliance with this Agreement and notify the Project Engineer of any corrections to be made.

(c) After bids are solicited, the Project Engineer will provide the City Engineer and the City’s purchasing agent with copies of the bids. Within ten business days of receipt of the bids, the City Engineer shall evaluate the alternate bids to determine whether the bids are fair and balanced and shall notify the Project Engineer and the purchasing agent that (i) the bids are approved; or (ii) the bids are rejected due to being unbalanced or skewed. If the City Engineer rejects the bids, the Project Engineer shall cause the bids to be corrected and resubmitted to the City Engineer. The City Engineer will review the corrected bids and either approve the bids or reject the bids and seek additional corrections in accordance with the procedures set forth in this subsection (c), or submit the bid to the City Council for approval.

(d) The Reimbursable Costs for the Water Line Project, which shall be:

- (1) the difference between the dollar amount of the approved bid for Water Line Project Alternate #1 and the dollar amount of the approved bid for Water Line Project Alternate #2; and

provided that all such sums and amounts shall have been paid by Developer and are reasonable, necessary and documented to and approved by the City Engineer.

(e) It is estimated that the Reimbursable Costs for the Water Line Project will be less than \$50,000. In the event that the difference between Alternate #2 and Alternate #1 exceeds \$50,000, the Parties shall confer to determine whether (i) the Water Line Project should be rebid; (ii) there is a lawful exception to publicly bidding the Water Line Project; or (iii) the Water Line Project should be bid in accordance with Chapter 252, Texas Local Gov’t Code, and thereafter the Parties shall work in good faith to cause the Water Line Project to be rebid and this Addendum amended, if required.

(f) The City will pay for the Reimbursable Costs of the Water Line Project from any funds available from the City, including but not limited to water impact fees, either in a lump sum payment

or through water impact fee reimbursements from customers who connect to the water Line Project. The method of payment for the Reimbursable Costs of the Water Line Project shall be at the City's sole discretion.

EXHIBIT G

(a) This Exhibit shall govern City cost-participation in the oversizing of the Walton Line or another wastewater line in the Project. The Developer shall solicit private bids for the Wastewater Line Project based on the City Engineer-approved design, plans and specifications for the Wastewater Line Project, and recommend the lowest qualified bidder/contractor to the City. The Wastewater Line private bids will be stated or quoted with alternate bids being required for Wastewater line sized to serve the Project as required by the City Code (“**Alternate #1**”) and a Wastewater line in the size required by the City line (“**Alternate #2**”), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Wastewater Line Project.

(b) Prior to bidding the Wastewater Line Project, the Developer shall provide the City Engineer and the purchasing agent with a copy of the documents soliciting the bids. Within seven (7) business days, the City Engineer will review the description of the Project for compliance with this Agreement and notify the Project Engineer of any corrections to be made.

(c) After bids are solicited, the Project Engineer will provide the City Engineer and the City’s purchasing agent with copies of the bids. Within ten business days of receipt of the bids, the City Engineer shall evaluate the alternate bids to determine whether the bids are fair and balanced and shall notify the Project Engineer and the purchasing agent that (i) the bids are approved; or (ii) the bids are rejected due to being unbalanced or skewed. If the City Engineer rejects the bids, the Project Engineer shall cause the bids to be corrected and resubmitted to the City Engineer. The City Engineer will review the corrected bids and either approve the bids or reject the bids and seek additional corrections in accordance with the procedures set forth in this subsection (c) or submit the bid to the City Council for approval .

(d) The Reimbursable Costs for the Wastewater Line Project, which shall be:

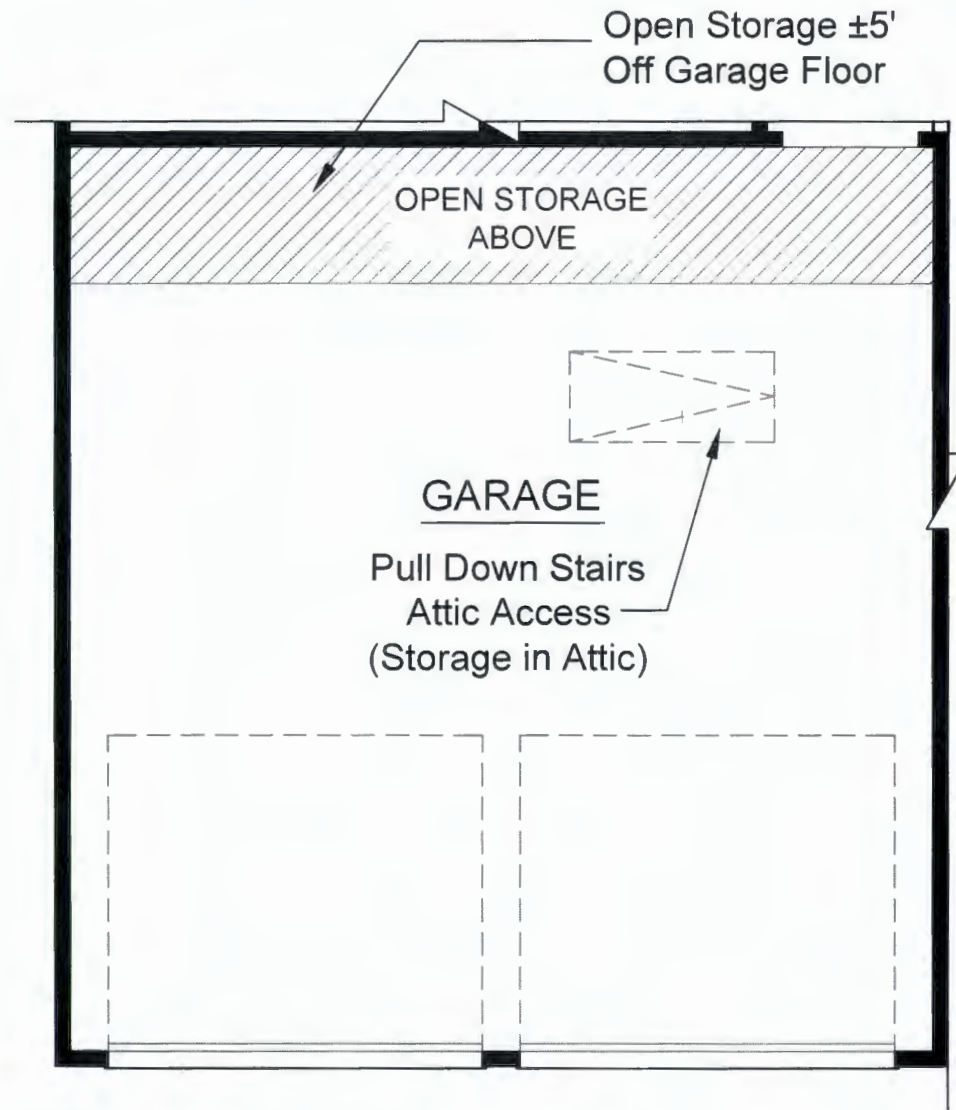
- (1) the difference between the dollar amount of the approved bid for Wastewater Line Project Alternate #1 and the dollar amount of the approved bid for Wastewater Line Project Alternate #2; and

provided that all such sums and amounts shall have been paid by Developer and are reasonable, necessary and documented to and approved by the City Engineer.

(e) It is estimated that the Reimbursable Costs for the Wastewater Line Project will be less than \$50,000. In the event that the difference between Alternate #2 and Alternate #1 exceeds \$50,000, the Parties shall confer to determine whether (i) the Wastewater Line Project should be rebid; (ii) there is a lawful exception to publicly bidding the Wastewater Line Project; or (iii) the Wastewater Line Project should be bid in accordance with Chapter 252, Texas Local Gov’t Code, and thereafter the Parties shall work in good faith to cause the Wastewater Line Project to be rebid and this Addendum amended, if required.

(f) The City will pay for the Reimbursable Costs of the Wastewater Line Project from any funds available from the City, including but not limited to wastewater impact fees, either in a lump sum payment or through wastewater impact fee reimbursements from customers who connect to the Wastewater Line Project. The method of payment for the Reimbursable Costs of the Wastewater Line Project shall be at the City's sole discretion.

**EXHIBIT H
GARAGE STORAGE**



① OPEN STORAGE @ GARAGE TYP.
A

**Location and Dimensions of Storage and Attic Access May Vary*

EXHIBIT I

MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED TO THE CITY OF KYLE

WHEREAS, the City of Kyle, Texas (the "City") intends to institute annexation proceedings for a tract of land described more fully hereinafter (referred to herein as the "Property");

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a municipal service plan be adopted with the annexation ordinance;

WHEREAS, the Property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that are existing are sufficient to service the Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements by the City are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City;

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the Property into the City;

WHEREAS, the Property will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by the City, which are good and valuable consideration for this service plan; and

WHEREAS, the City of Kyle, a home rule city situated in Hays County, Texas (the "City") and Clayton Properties Group, Inc. d/b/a Brohn Homes ("Developer") on _____ entered into that one certain Development Agreement ("Development Agreement") to which reference is made for all purposes;

NOW, THEREFORE, the following municipal services will be provided for the Property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to this Plan, the following municipal services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City volunteer fire fighting force and emergency services district with the limitations of water available. Radio response for Emergency Medical Services with the personnel serving the area and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned Agricultural District "A" with the intent to rezone the Property upon request of the landowner(s) or city staff. The Planning & Zoning Commission and the City Council will consider rezoning the Property at future times in response to requests submitted by the landowner(s) or requested by city staff.

(2) **Scheduled Municipal Services.** Depending upon the Property owner's plans and schedule for the development of the Property or redevelopment of the Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

- (i) In accordance with the Development Agreement.
- (ii) As set forth in the Development Agreement, the Property owner(s) shall construct the internal and off-site water lines and facilities (the "Water System") and, as agreed to in the Development Agreement, pay the costs of line extension and facilities as required in City ordinances. Upon acceptance of the Water System, water service will be provided by the City utility department on the same terms, conditions and requirements as are

applied to all similarly situated areas and customers of the City, subject to the Development Agreement, and to the extent not in conflict with the Development Agreement, all the ordinances, regulations and policies of the City in effect from time to time. The Water System will be accepted and maintained by the City in accordance with its usual policies. Requests for new water extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The City ordinances, policies, and agreements between the City and the Property owner(s) in effect at the time a request for additional service is submitted shall govern the costs and request for service.

B. Wastewater service and maintenance of wastewater service as follows:

- (i) In accordance with the Development Agreement.
- (ii) As set forth in the Development Agreement, the Property owner(s) shall construct the internal and off-site sewer lines and facilities (the "Sewer System") and, as agreed to in the Development Agreement, pay the costs of line extension and facilities as required in City ordinances. Upon acceptance of the Sewer System, sewer service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to the Development Agreement, and to the extent not in conflict with the Development Agreement, all the ordinances, regulations and policies of the City in effect from time to time. The Sewer System will be accepted and maintained by the City in accordance with its usual policies. Requests for new sewer extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The City ordinances, policies, and agreements between the City and the Property owner(s) in effect at the time a request for additional service is submitted shall govern the costs and request for service.

C. Maintenance of public streets and rights-of-way as appropriate as follows:

- (i) Except as set forth in the Development Agreement, the City will provide maintenance services on public streets within the Property that are dedicated and finally accepted by the City. The maintenance of such public streets and roads will be limited as follows:
 - (A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.;
 - (B) Routine maintenance as presently performed by the City; and
 - (C) The Property owner(s) have specifically agreed that maintenance services will be of little benefit and will not be required or needed on the

Property, prior to the Property owner(s), its grantees, successors and assigns completing the construction and dedication of streets to the City in compliance with City subdivision regulations.

(ii) Following installation of the roadways, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain the public streets, roadways and rights-of-way within, and adjacent to, the boundaries of the Property if dedicated and accepted, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the Property abut existing roadways. The Property owner(s) agree that no City improvements are required on such roadways to service the Property except as set forth in the Development Agreement. If the owner(s) develop the Property so as to impact abutting roadways pursuant to the City's subdivision regulation, the owner(s) agree to comply with such ordinances as set forth in the Development Agreement.

(3) **Special Services and Actions.** Although the City reserves all its governmental authority, powers and discretion, if the City shall unreasonably refuse to grant the permits and approvals above provided in (2)(A), (B) & (C), then in that event the owner(s) may request and obtain disannexation of the Property pursuant to this service plan; provided that if the City shall, in the exercise of its discretion and authority, approve the permits and events set forth in (2)(A), (B) & (C) above, the Property shall be and remain within the corporate limits of the City.

(4) **Capital Improvements.** Construction of capital improvements shall be initiated after the effective date of the annexation as set forth in the Development Agreement: Water and wastewater facilities that are identified in the Development Agreement, as and when funded pursuant to the Development Agreement. Upon development of the Property or redevelopment, the landowner(s) will be responsible for the development costs the same as a developer or landowner in a similarly situated area under the ordinances in effect at the time of development or redevelopment, except as set forth in the Development Agreement. No additional capital improvements are necessary at this time to service the Property, except those specifically enumerated in the Development Agreement. The Property owner(s)

for itself, its grantees, successors, and assigns agree that no capital improvements are required to service the Property, except as set forth in the Development Agreement, the same as similarly situated properties already within the City.

(5) **Term.** If not previously expired under the term set out in state law, this service plan expires at the expiration of the Development Agreement.


(6) **Property Description.** The legal description and map of the Property are as set forth in Exhibit “A” that is attached to the Development Agreement to which this negotiated municipal service plan is attached as Exhibit “N”.

THE STATE OF TEXAS

COUNTY OF HAYS

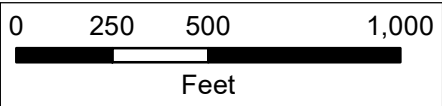
I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

20030094 AGREEMENT
07/22/2020 03:01:17 PM Total Fees: \$270.00

 Elaine H. Cardenas

Elaine H. Cardenas, MBA, PhD, County Clerk
Hays County, Texas

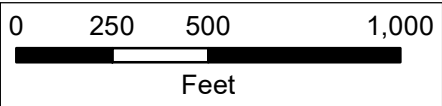
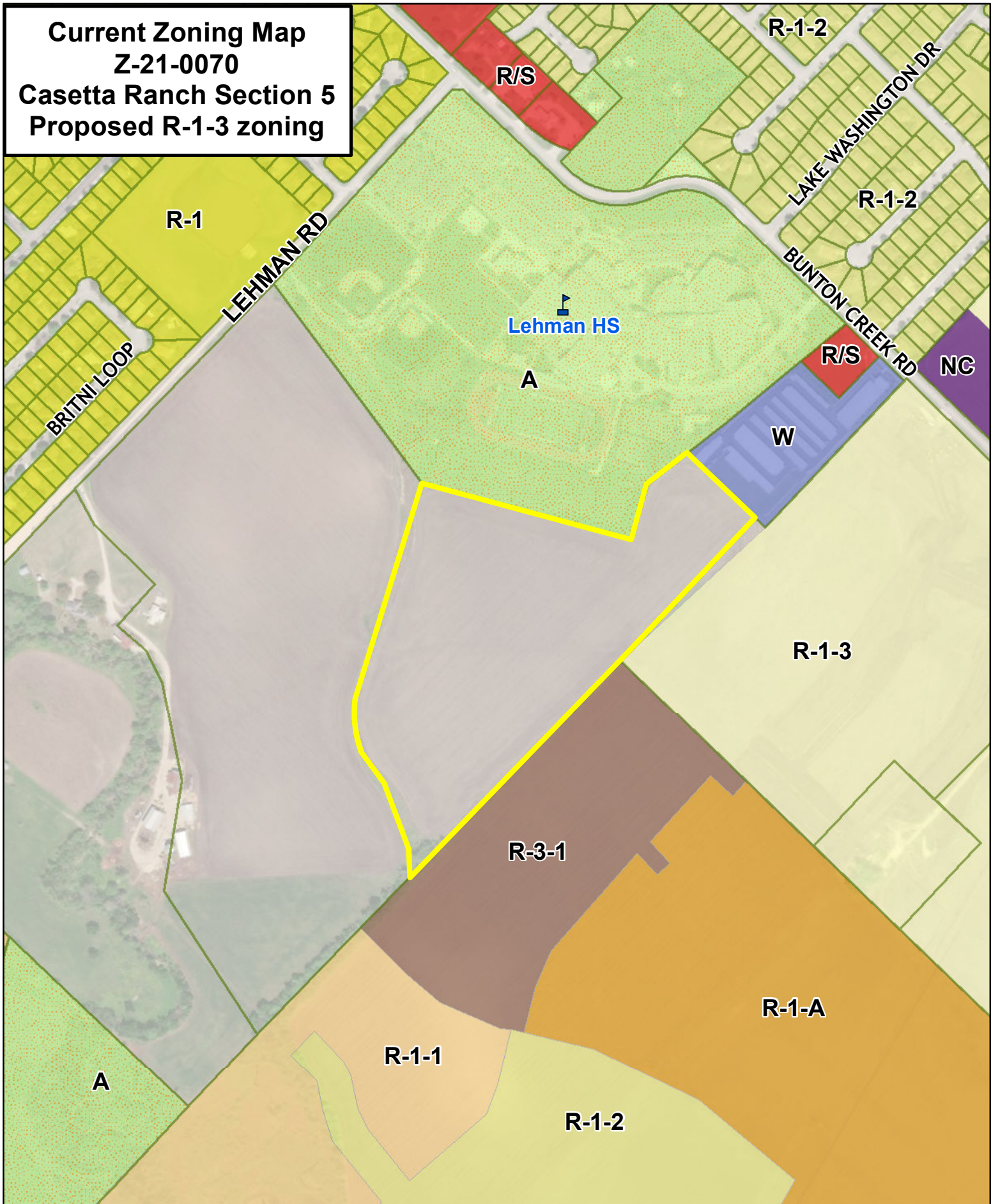
Project Location Map
Z-21-0070
Casetta Ranch Section 5
Proposed R-1-3 zoning



 Property Location

 Parcel Lines

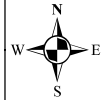
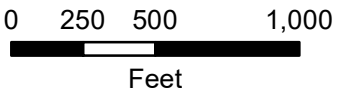
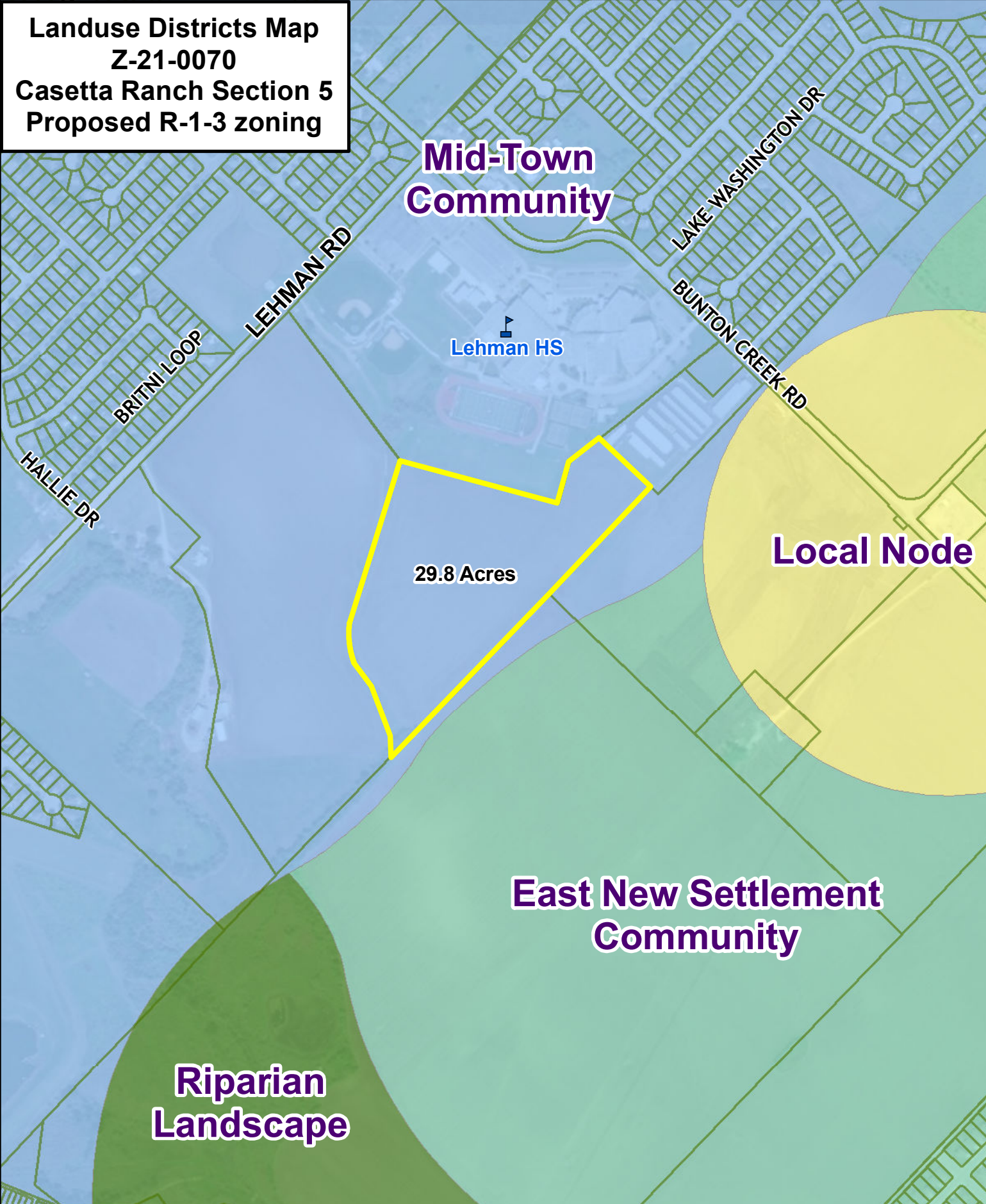
**Current Zoning Map
Z-21-0070
Casetta Ranch Section 5
Proposed R-1-3 zoning**



 Property Location

 Parcel Lines

Landuse Districts Map
Z-21-0070
Casetta Ranch Section 5
Proposed R-1-3 zoning



Property Location

Parcel Lines



CITY OF KYLE, TEXAS

Renaming W RM150 to Veterans Dr.

Meeting Date: 3/16/2021

Date time:7:00 PM

Subject/Recommendation: A Resolution of the City of Kyle renaming the entirety of W RM150 to Veterans Drive and give direction to staff for signs to be installed on or near Memorial Day, 2021.
~ *Travis Mitchell, Mayor*

- Public Hearing

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Veterans Dr Resolution
- W RM 150 Rename Exhibit A (1)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KYLE RENAMING A PORTION OF W RM 150 TO VETERANS DRIVE IN ORDER TO RECOGNIZE THE SERVICE OF OUR VETERANS; HOLDING A PUBLIC HEARING AND PROVIDING FOR RELATED MATTERS IN ACCORDANCE WITH THE CITY OF KYLE, CODE OF ORDINANCES, SEC. 38-332, SEC. 38-333, SEC. 38-334

WHEREAS, the City of Kyle, Texas, a Texas home rule municipality, (herein the "City") with a portion of W RM 150 located within the corporate city limits; and

WHEREAS, the Mayor & Council considered a new name for W RM 150,

WHEREAS, an Ad Hoc Committee, as directed by the Mayor & Council, recommended the name Veterans Drive; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, THAT:

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

Section 2. Name Change. The length of W RM 150 between West Center Street and FM 2770 is hereby renamed to Veterans Drive, as shown on "Exhibit A", and new addresses associated with the name change are effective on the date described herein. The City Manager is hereby directed to take such actions as are reasonably necessary to ensure signs are posted reflecting the new name, to ensure emergency response personnel are notified, to modify the official maps of the City to reflect the name change, and to ensure that all departments of the City requiring changes in addressing are duly notified and provided the necessary information to effectuate the change.

Section 3. Open Meetings. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 4. Effective Date. The street name changes described herein shall become effective 90 days from the passage of this resolution. The effective date of this resolution is May 31, 2021.

PASSED this ____ day of _____, 2021.

ADOPTED this _____ day of _____, 2021

ATTEST:

THE CITY OF KYLE. TEXAS

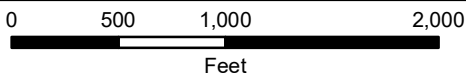
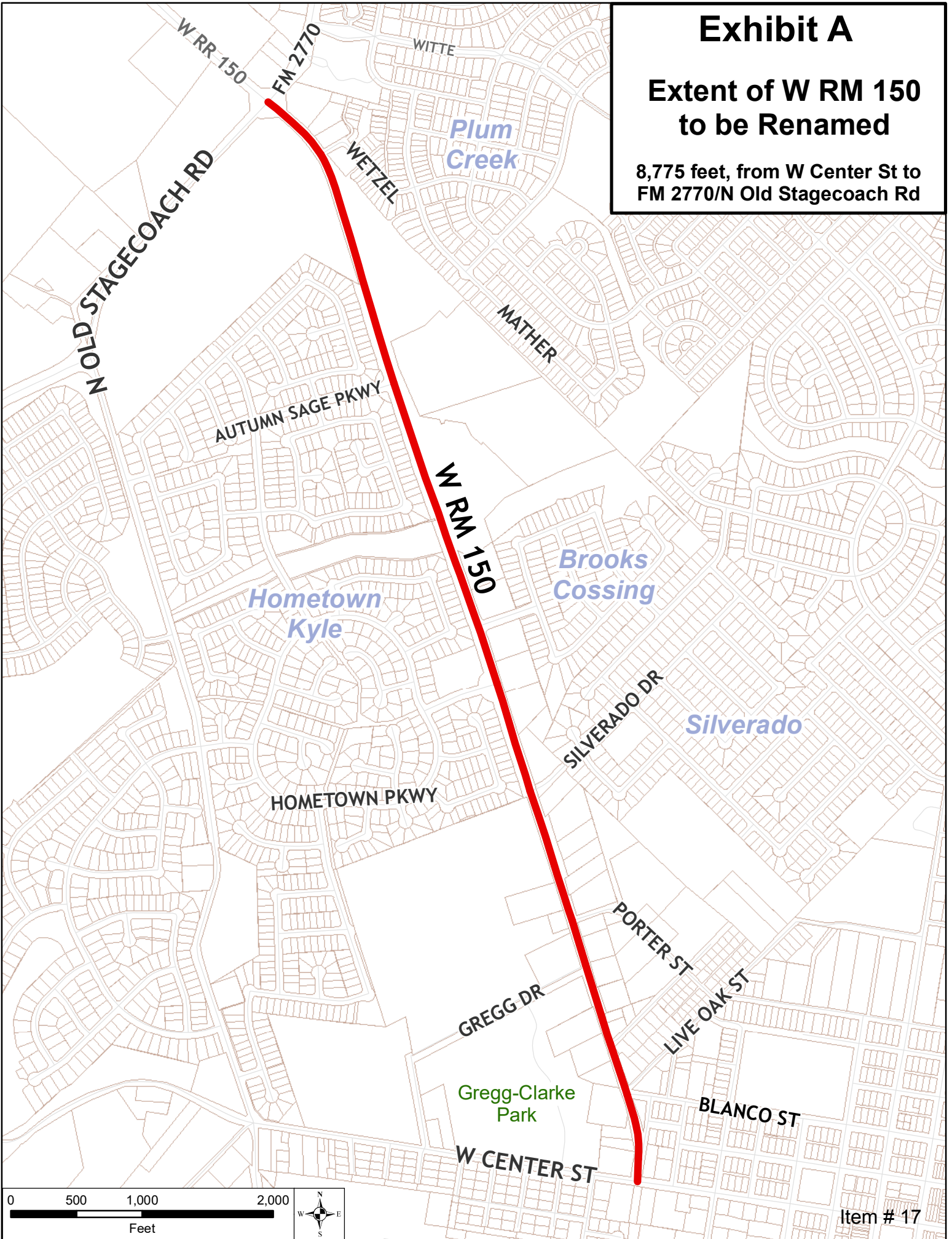
Jennifer Holm, City Secretary

Travis Mitchell, Mayor

Exhibit A

Extent of W RM 150 to be Renamed

8,775 feet, from W Center St to
FM 2770/N Old Stagecoach Rd





CITY OF KYLE, TEXAS

City Manager's Report

Meeting Date: 3/16/2021

Date time: 7:00 PM

Subject/Recommendation: Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*

- Great Texas River Cleanup Recap
- TIRZ #2 Board Meeting
- Annual Community Survey
- Parks and Recreation Department Easter Events
- Summer Camp Registration

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Executive Session - Convene

Meeting Date: 3/16/2021

Date time: 7:00 PM

Subject/Recommendation: Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.

1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
 - o Case 5:21-cv-00237-JKP-RBF John David Ferrara v. Jeffrey Blake Barnett and the City of Kyle in the United States District Court for the Western District of Texas, San Antonio Division
 - o Milestone Development
 - o DR Horton Development
 - o Bunton Lane
 - o City Lights and Kyle Marketplace Subdivision/Development
 - o TML Claims
 - o Cause Number 19-1492; 1200 S. Old Stagecoach Road, LLC v. City of Kyle, Texas; pending in the 22nd Judicial District Court of Hays County, Texas
 - o Third Amendment to the Development Agreement between City of Kyle, Texas and Clayton Properties Group, Inc. DBA Brohn Homes and Amendment to the Development Agreement Between the City of Kyle and Clayton Properties Group, Inc. DBA Brohn Homes
 - o An Agreement Regarding Proposed Sign Application
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
3. Personnel matters pursuant to Section 551.074.
4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
 - o Project Big Red
 - o Project Valkyrie

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Reconvene

Meeting Date: 3/16/2021
Date time: 7:00 PM

Subject/Recommendation: Take action on items discussed in Executive Session.

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available