

**NOTICE OF A MEETING**  
**OF THE CITY COUNCIL OF THE CITY OF HEMPSTEAD**

Notice is hereby given that a Special Meeting of the City Council of the City of Hempstead will be held on **Tuesday, the 18<sup>th</sup> day of January, A.D., 2022 at 6:00 P.M.** at the **Hempstead Recreation Center, 635 Business Highway 290 E, Second Floor, Hempstead, Texas**, at which time the following subjects will be discussed, to-wit:

1. Call to order and invocation.
2. Pledge of Allegiance.
3. Public Comments.
4. Consideration and action on minutes of December 20, 2021 and January 3, 2022 meetings.
5. Consideration and action on an Ordinance of the City of Hempstead, Texas for the holding of a General Election to be held on May 7, 2022, for the purpose of electing a Mayor and two (2) Councilmembers; providing for a joint election pursuant to an agreement with Waller County; providing for the designation of polling places and appointing election judges and other election officials for such election; providing for early voting; directing the giving of notice of such election; and providing details relating to the holding of such election.
6. A. Public Hearing Notice of a meeting of the Hempstead City Council will be held on January 18, 2022 at the Hempstead Recreation Center, 635 Business Highway 290 E, Second Floor, Hempstead, Texas at 6:00 P.M. for the purpose of considering and taking action on all matters on the agenda for the meeting including approval of an agreement with the Law Firm of Linebarger Goggan Blair & Sampson, LLP as special counsel to perform all legal services necessary to collect unpaid utility accounts and authorizing the execution of such agreement.  
B. Consideration and action on a Resolution of the City Council of the City of Hempstead, Texas regarding Linebarger Goggan Blair & Sampson, LLP as being fully qualified as Special Council to perform all legal services necessary to collect unpaid utility accounts as required by Sec. 2254.1036 of the Texas Government Code.
7. Consideration and action on a Resolution authorizing a Pole License Agreement between the City of Hempstead and Cable One, Inc., dba Sparklight.
8. Sales Tax for January 2022.
9. Consideration and action on payment of current bills.
10. Adjourn City Council Meeting.

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

Dated this the 14<sup>th</sup> day of January, A.D., 2022.

By:   
Barbara Haffelfinger, City Secretary

I, the undersigned authority, do hereby certify that the above Notice of a Special Meeting of the governing body of the City of Hempstead is a true and correct copy of said Notice, and that a true and correct copy of said Notice was posted on the City Hall bulletin board and entrances to City Hall, in the City Hall of said City of Hempstead, Texas, a place convenient and readily accessible to the general public at all times, and that said Notice was posted on January 14, 2022 at 1:00 P.M. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 14<sup>th</sup> day of January, A.D., 2022.

By:   
Barbara Haffelfinger, City Secretary

## **PUBLIC PARTICIPATION BY TELEPHONE**

The City of Hempstead City Council **may** conduct the meeting scheduled at **6:00 P.M. on Tuesday the 18<sup>th</sup> day of January, 2022 at the Hempstead Recreation Center, 635 Business Highway 290 E, Second Floor, Hempstead, Texas.** The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. A recording of the telephonic meeting will be made and will be available to the public upon written request.

The toll-free dial-in number to participate in the meeting telephonically is:

**1-346-248-7799; Access Code 989-478-2100**

**IF CITY COUNCIL MEMBERS ARE GOING TO APPEAR BY VIDEOCONFERENCE A QUORUM OF COUNCILMEMBERS MUST BE PRESENT AT THE LOCATION.**

## **NOTICE OF MEETING BY VIDEO CONFERENCE**

The City of Hempstead City Council **may** conduct the meeting scheduled at **6:00 P.M. on Tuesday, the 18<sup>th</sup> day of January, 2022 at the Hempstead Recreation Center, 635 Business Highway 290 E, Second Floor, Hempstead, Texas** by videoconference in addition to allowing in person attendance. A quorum of the City Council will be physically present at the Hempstead Recreation Center, 635 Business Highway 290 E, Second Floor, Hempstead. The public may participate in the City Council Meeting by using the following information:

**1-346-248-7799, Access Code 979-478-2100**



# *City of Hempstead*

1125 Austin Street • Hempstead, Texas 77445 • Tel: 979-826-2486 • Fax: 979-826-6703

## **ORDINANCE NO. 22-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF HEMPSTEAD, TEXAS FOR THE HOLDING OF A GENERAL ELECTION TO BE HELD ON MAY 7, 2022, FOR THE PURPOSE OF ELECTING A MAYOR AND TWO (2) COUNCILMEMBERS; PROVIDING FOR A JOINT ELECTION PURSUANT TO AN AGREEMENT WITH WALLER COUNTY; PROVIDING FOR THE DESIGNATION OF POLLING PLACES AND APPOINTING ELECTION JUDGES AND OTHER ELECTION OFFICIALS FOR SUCH ELECTION; PROVIDING FOR EARLY VOTING; DIRECTING THE GIVING OF NOTICE OF SUCH ELECTION; AND PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION.**

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

**Section 1.** In accordance with the General Laws and Constitution of the State of Texas, a Joint General Municipal Election is hereby called and ordered to be held for the first Saturday in May, 2022, same being the 7<sup>th</sup> day of said month, at which election all qualified voters of the City may vote for the purpose of electing a Mayor and two (2) Councilmembers:

**Mayor**

**Councilmember, Position 1**

**Councilmember, Position 2**

**Section 2.** The general election shall be conducted as a joint election by agreement between Waller County and the City pursuant to the agreement attached hereto as Exhibit "A" and incorporated herein for all purposes.

**Section 3.** No person's name shall be placed upon the official ballot as a candidate for any of the above mentioned positions unless such person has filed his or her sworn application as provided by Section 141.031 of the TEXAS ELECTION CODE, with the City Secretary of this City at the City of Hempstead Municipal Building (City Hall), 1125 Austin Street, Hempstead, Texas 77445. The City Secretary shall note on the face of each such application the date and time of its filing. Such application shall include the office the candidate is seeking and the number of the position the candidate is seeking.

**Section 4.** The present boundaries of the City constitute one election precinct. The polls shall be open for voting from seven o'clock (7:00) A.M. until seven o'clock (7:00) P.M. at polling places to be determined by the Waller County Elections Administrator.

**Section 5.** The Presiding Judge for the conduct of the election shall be appointed by the Commissioners' Court of Waller County, Texas and is hereby authorized to appoint such alternates and clerks as may be necessary for the conduct of the election. The City Secretary is hereby authorized and directed to provide a copy of this Ordinance to each judge as written notice of their appointment as required by Section 32.009 of the TEXAS ELECTION CODE. The appointment shall be for the election scheduled to be held May 7, 2022 and shall commence as of the date of appointment by the Commissioners' Court of Waller County lasting for the duration of said election.

**Section 6.** The Presiding Judge shall have the authority to appoint no more than five (5) clerks to assist in the holding of such election, but in no event shall the Presiding Judge appoint less than two (2) clerks. Unless otherwise required to act in the capacity of Presiding Judge, the Alternate Presiding Judge shall also serve as clerk of the election. Compensation for election judges and clerks shall be established by the Commissioners' Court of Waller County, Texas, as permitted under Section 32.091, *et seq.*, TEXAS ELECTION CODE. Additional compensation, as provided under Section 32.092, *et seq.*, TEXAS ELECTION CODE, is hereby established at the maximum amount permitted by said Section.

**Section 7.** Pursuant to Section 83.005, TEXAS ELECTION CODE, Christy Easton, Waller County Elections Administrator, is hereby appointed clerk for early voting; the appointment of a deputy clerk or clerks for early voting by the Waller County Elections Administrator shall be in accordance with Section 83.031 *et seq.* of the TEXAS ELECTION CODE. Early voting will be conducted on the dates, times and locations appointed by order of the Commissioners' Court of Waller County, Texas. Said clerks shall not permit anyone to vote early by personal appearance on any day that is not a regular working day for the clerk's office and, under no circumstance, shall they permit anyone to vote early by personal appearance at any time when such office is not open to the public. The early voting clerk, in accordance with the provision of the TEXAS ELECTION CODE, shall maintain a roster listing of each person who votes early by personal appearance and each person to whom a ballot to be voted by mail is sent. The roster shall be maintained in a form approved by the Secretary of State.

**Section 8.** The Presiding Judge of the Early Ballot Board shall be appointed by order of the Commissioners' Court of Waller County, Texas. In accordance with Section 87.001 *et seq.*, TEXAS ELECTION CODE, said Presiding Judge shall appoint at least two (2) other members to said Board, and shall process early voting results in accordance with said TEXAS ELECTION CODE.

**Section 9.** All ballots shall be prepared in accordance with the TEXAS ELECTION

CODE. All expenditures necessary for the conduct of the election and the purchase or rental of materials or equipment therefore is hereby authorized. The Waller County Elections Administrator is hereby authorized and directed to furnish all necessary election supplies to conduct such election.

**Section 10.** The candidates receiving the highest number of votes in each of the positions to be filled in the General Election shall be declared elected to such positions.

**Section 11.** The order in which the names of the candidates are to be printed on the ballot for the Special and General election shall be determined by a drawing by the City Secretary, as provided by Section 52.094 of the TEXAS ELECTION CODE. The City Secretary shall post a notice in her office of the date, hour, and place of such drawing. Such notice shall remain posted continuously for seventy-two (72) hours immediately preceding the scheduled time of the drawing, and personal notice shall also be given to any candidate who makes written request for such notice and furnishes to the City Secretary a self-addressed, stamped envelope. Each candidate involved in the drawing, or a designated representative, shall have a right to be present and observe the drawing.

**Section 12.** Notice of this election shall be given in accordance with the provisions of the TEXAS ELECTION CODE and returns of such notice shall be made as provided for in said Code. The County Elections Officer shall issue all necessary orders and writs for such elections, and returns of such election shall be made to the City Secretary immediately after the closing of the polls.

**Section 13.** Such election shall be held in accordance with the TEXAS ELECTION CODE and the Federal Voting Rights Act of 1965, as amended.

**PASSED, APPROVED, AND ADOPTED** this the 18<sup>th</sup> day of January, A.D., 2022.

**APPROVED:**

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**Dave Shelburne, Mayor**

**ATTEST:**

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**Barbara Haffelfinger, City Secretary**

**EXHIBIT A**  
**JOINT ELECTION AGREEMENT WITH WALLER COUNTY**

NOT AVAILABLE AT  
PRESENT TIME

# NOTICE OF A PUBLIC MEETING

Notice is hereby given that a meeting of the City of Hempstead City Council will be held on January 18, 2022 at 6:00 PM for the purpose of considering and taking action on all matters on the agenda for the meeting, including approval of an agreement with the law firm of Linebarger Goggan Blair & Sampson, LLP as special counsel to perform all legal services necessary to collect unpaid utility accounts and authorizing the execution of such agreement.

The agreement to be considered is necessary for the unpaid utility accounts owed to the City of Hempstead to be collected in the most effective manner. The City of Hempstead desires that such unpaid utility accounts be collected.

The Linebarger Goggan Blair & Sampson, LLP firm is fully qualified to provide this representation, being the largest law firm specializing in the collection of governmental receivables in the State of Texas, as well as the United States, and having been engaged in this specialized legal service for more than 40 years. In addition, the Linebarger Goggan Blair and Sampson, LLP firm possesses infrastructure and technology, such as call center technology, that the City of Hempstead does not currently possess.

Linebarger Goggan Blair & Sampson, LLP will represent the City of Hempstead with competence and professionalism, in the collection of unpaid utility accounts.

The specialized legal services required by this agreement cannot be adequately performed by the attorneys and supporting personnel of the City of Hempstead due to the high cost of implementing the appropriate infrastructure and technology and employing sufficient in-house attorneys and staff with the level of experience and competence necessary to perform these activities.

Linebarger will be compensated 30 percent of the total amount collected on all utility accounts. A contract to pay inside or outside attorneys on an hourly basis would represent an additional cost to the City of Hempstead.

Entering into the proposed agreement is in the best interests of the residents of the City of Hempstead because the unpaid utility accounts will be professionally and competently collected without the additional costs to the City of implementing infrastructure and technology, and employing in-house personnel or paying outside counsel on an hourly fee basis which would otherwise be required.



# *City of Hempstead*

1125 Austin Street • Hempstead, Texas 77445 • Tel: 979-826-2486 • Fax: 979-826-6703

## **RESOLUTION**

**NO. 22-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMPSTEAD, TEXAS REGARDING LINEBARGER GOGGAN BLAIR & SAMPSON, LLP AS BEING FULLY QUALIFIED AS SPECIAL COUNCIL TO PERFORM ALL LEGAL SERVICES NECCESARY TO COLLECT UNPAID UTILITY ACCOUNTS.**

**WHEREAS**, providing adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the consideration of a Contract for Utility Collection Services with Linebarger Goggan Blair & Sampson, LLP, and

**AFTER EXCERCISING ITS DUE DILIGENCE, THE CITY OF HEMPSTEAD FINDS THAT:**

1. There is a substantial need for the legal services to be provided pursuant to the Contract for Utility Collection Services; and
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the City of Hempstead at a reasonable cost; and
3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter because the City of Hempstead does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HEMPSTEAD THAT:**

**SECTION 1.** This statement set out in the preamble to this Resolution are true and correct.

**SECTION 2.** The meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings, Texas Government Code, Chapter 551.



**PASSED AND APPROVED this 18<sup>th</sup> day of January 2022.**

\_\_\_\_\_  
**DAVE SHELBURNE, Mayor**

**ATTEST:**

\_\_\_\_\_  
**BARBARA HAFFELFINGER, City Secretary**

## **Contract for Fines and Fees Collection Services**

STATE OF TEXAS

COUNTY OF WALLER

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between the CITY OF HEMPSTEAD acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

### **Article I**

#### *Nature of Relationship and Authority for Contract*

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Section 2254.1036 of the Texas Government Code for delinquent utility collection services.

### **Article 2**

#### *Scope of Services*

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent utility accounts that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such utility accounts; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding utility accounts, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of utility accounts that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Utility accounts that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than sixty (60) days past due during the term hereof.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than monthly.

2.05 The FIRM, in all communications seeking the collection of utility accounts, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines, fees, or court cost are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

### **Article 3**

#### *Compensation*

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder thirty (30%) percent of the total amount collected on all utility accounts that are subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT. All compensation shall become the property of the Firm at the time payment of utility accounts are made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

### **Article 4**

#### *Intellectual Property Rights*

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior

written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

## **Article 5**

### *Costs*

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

## **Article 6**

### *Term and Termination*

6.01 This AGREEMENT shall be effective January \_\_\_\_, 2022 (the "Effective Date") and shall expire January \_\_\_\_, 2025 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT may be extended for two (2) additional one (1) year periods with agreement by the parties.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's

determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

## **Article 7**

### *Miscellaneous*

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.03 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.04 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP  
Attention: Director of Client Services  
P.O. Box 17428  
Austin, Texas 78760-7428

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

City Secretary Office  
City of Hempstead  
1125 Austin Street  
Hempstead, Texas 77445

7.06 *Compliance with Tx. Govt. Code §2270.002.* In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

EXECUTED ON the \_\_\_\_\_ day of January, 2022.

City of Hempstead

By: \_\_\_\_\_  
Dave Shelburne, Mayor

Linebarger Goggan Blair & Sampson, LLP

By: \_\_\_\_\_  
Richard S. Hill  
Capital Partner



## *City of Hempstead*

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### **RESOLUTION NO. 22-\_\_\_\_\_**

### **POLE LICENSE AGREEMENT WITH CABLE ONE, INC. DBA SPARKLIGHT**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HEMPSTEAD,  
TEXAS:**

That Mayor Shelburne is authorized to execute the Pole License Agreement between the City of Hempstead and Cable One, Inc., dba Sparklight, attached as Exhibit A.

**PASSED AND APPROVED** this the 18<sup>th</sup> day of January, A.D., 2022.

**APPROVED:**

\_\_\_\_\_  
**Dave Shelburne, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Barbara Haffelfinger, City Secretary**

**Executive Summary**  
**Proposed**  
**Pole Licensee Agreement**  
**City of Hempstead, Texas**  
**And**  
**Cable One Inc, d/b/a Sparklight**

The purpose of this summary is to highlight some of the key provisions to be included in a new Pole License Attachment Agreement with Cable One, Inc. d/b/a Sparklight as follows:

- The current pole attachment rental rate is \$3.00 per pole which will change to \$11.00 with the new Agreement.
- 200% increase in yearly rental revenue from \$4,272 to \$12,816.
- The recent 2021 pole audit reflected 1424 attachment compared to the 991 currently being billed. We were able to negotiate with Sparklight five years back rental for the additional 433 attachments generating an additional \$6,495 dollars.
- New pole attachment agreement reflects the current industry standards beneficial to the pole owner in operational, financial and associated insurance/indemnification issues. The agreement allows for the City to operate their system effectively with Sparklight and to ensure the City the avenues to collect all related cost to pole attachments without any financial burden to the City.
- Operational perspective addresses these key items which were not represented or outdated in the old agreement:
  - technical specifications/requirements
  - permitting process
  - relocation/modifications
  - transfers
  - maintenance
  - tree trimming
  - safety inspections
  - inventories/audit
  - unauthorized attachments
  - emergency guidelines



➤ Financial, Insurance/Indemnification key items that were updated or added to new agreement.

- rental rates of \$11
- standard audit intervals to ensure accurate billing for attachments
- fess related to unauthorized attachments
- insurance updates reflective of ensuring City of proper coverage
- indemnification language which protects City Officials, employees and related City contractors
- default language which allows City to ensure agreement compliance

## POLE ATTACHMENT LICENSE AGREEMENT

THIS AGREEMENT made and effective the 1<sup>st</sup> day of 2021, by and between The City of Hempstead, a home rule municipality organized under the laws of the State of Texas, (hereinafter called "Licensor"), and Sparklight, (hereinafter called "Licensee").

WITNESSETH:

WHEREAS, Licensor owns, operates and maintains Poles and power lines in The State of Texas;

WHEREAS, Licensee desires to place certain lines, cables, wires Attachments and appurtenances (hereinafter referred to a "Attachments") on certain Poles of Licensor, for the limited purpose of providing all lawful Services in compliance with any and all local, state or federal regulations; provided that such Attachments do not create interference with the facilities or services of Licensor and that safety will not be adversely affected by placement of said Attachments;

WHEREAS, Licensor is willing to issue Licensee a non-exclusive license, to the extent Licensor may lawfully do so, to place, replace, relocate, modify, repair, maintain and remove said Attachments on Licensor's Poles;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves, their assigns and successors, do hereby covenant and agree to the following:

### SECTION 1. DEFINITIONS

- 1.1 **"Agreement"** shall mean this License Agreement for Joint Use Poles between the City of Hempstead and Sparklight.
- 1.2 **"Attachment"** is defined as all electric and communication facilities, including but not limited to lines, wires, copper cables, fiber optic cables, coaxial cables, equipment, or associated appurtenances, which are owned or utilized by Joint User and attached directly to Owner's Pole, excluding service drops attached to a Joint Use Pole with existing attachments in place, warning signs, bonds, and MGN grounding connections. Joint User will not attach any ground to Owner's underground equipment. Attachment does not include wireless communications facilities, such as radios, antennas, or similar equipment used to wirelessly transmit communications, whether voice or data..
- 1.3 **"Joint Use"** shall mean using Attachments or maintaining Attachments of both Licensor and Licensee on Licensor's Pole.
- 1.4 **"Overlash"** shall mean to place an additional wire, strand, or cable on an existing Attachment owned by Licensee and permitted under this Agreement.

- 1.5 **“Permit Application”** shall mean the written request from Licensee to place, replace, relocate or remove its Attachments on Licensor’s Pole, and is identified as Exhibit “A” of this Agreement.
- 1.6 **“Pole”** shall mean a wood, concrete or metal pole which is owned by Licensor. “Pole” refers exclusively to poles used for Licensor’s distribution system and does not include poles, of whatever composition, used in Licensor’s transmission system.
- 1.7 **“Service Drop”** shall mean a line from the main distribution cable, which provides service to a single customer, building or location.
- 1.8 **“Services”** shall mean all lawful business that each party is licensed, governed, franchised or authorized to perform in the offering of service to its customers.
- 1.9 A **“Third Party Attacher”** shall mean any person or entity other than Licensor or Licensee that has or is placing attachments on Licensor’s Pole.
- 1.10 The singular of a word shall also refer to the plural and vice versa, unless the context otherwise requires.
- 1.11 Wherever **“days”** are referred to the term shall mean calendar days. “Business days” shall refer to the days Monday through Friday.

## **SECTION 2. LICENSOR’S GRANT OF PRIVILEGE TO LICENSEE TO ATTACH TO LICENSOR’S POLE**

- 2.1 This Agreement shall be in effect and shall apply to all Attachments made by Licensee to Poles owned by Licensor now existing or hereinafter erected and such Poles are included within the scope of this Agreement in accordance with the procedures hereinafter set forth. Nothing in this Agreement shall be construed as requiring Licensor to give Licensee permission to use any particular Pole or to allow Licensee to continue to use any particular Pole unless Licensee has an approved permit for its Attachment on said particular Pole. Licensor, in its reasonable discretion, reserves the right to exclude and may refuse Licensee permission to use any Pole where there is insufficient capacity and for reasons of safety, or reliability, in order to comply with generally applicable engineering purposes or where space is required now or in the future to provide for Licensor’s Services. Licensor may, subject to the terms of this Agreement, require Licensee to replace, relocate, modify, or remove Attachments or perform other work with respect to Licensee’s Attachment on any Pole, subject to Sections 2.7 and 9.2 herein.

- 2.2 No use, however extended, of Poles under this Agreement shall create or vest in Licensee any ownership or property right in said Poles, but Licensee's rights in such Poles shall be and remain a mere license terminable as provided herein. Nothing in this Agreement shall be construed to compel Licensor to maintain any Pole for any period of time.
- 2.3 The license granted to Licensee hereunder with respect to any Pole shall be non-exclusive in that Licensor reserves the right to use any and all such Poles for any lawful purpose of business or to lease or otherwise permit any other person or entity the right to lease or use any or all Poles, on a nondiscriminatory basis, for any lawful purpose. The rights and privileges of Licensee shall be subject to the rights and privileges of others upon whom Licensor has conferred contractual rights or privileges to use its Poles prior to the execution of this Agreement, or who are predecessors to this Agreement. Nothing in this Agreement shall be construed as a limitation against Licensor with respect to any preexisting agreement with others not parties to this Agreement.
- 2.4 **EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR AS REQUIRED BY LAW, LICENSOR MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. . IN NO EVENT SHALL LICENSOR BE RESPONSIBLE FOR INCIDENTAL, CONSEQUENTIAL, LICENSOR MAKES NO WARRANTY AS TO THE LONGEVITY OR USEFUL LIFE OF WOOD POLES. FURTHERMORE, THE TOTAL CUMULATIVE LIABILITY OF LICENSOR AND ITS SUBCONTRACTORS AND SUPPLIERS ARISING FROM THE PERFORMANCE OR A FAILURE TO PERFORM PURSUANT TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, INCLUDING ALL EXPENSES INCURRED OR PAYABLE BY LICENSOR IN SATISFACTION OF ITS OBLIGATIONS UNDER THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL FEES PAID TO LICENSOR PURSUANT TO THIS AGREEMENT BY LICENSEE.**
- 2.5 Licensee shall be solely responsible for determining the necessity of and for obtaining all rights-of-way, easements, licenses, franchises, authorizations, permits and consents required to construct, operate and/or maintain its Attachments on Licensor's Poles from federal, state, county, or municipal authorities or private and/or public property owners. Should Licensee desire to place an Attachment on Licensor's Pole, which is located on private property, Licensee will submit to Licensor, along with the appropriate Permit Application, proof that Licensee has the right to place its Attachment on said property.
- 2.6 On any Pole on which Licensee may be permitted to attach its Attachments, Licensor specifically reserves its right to maintain its own facilities and to operate its own equipment thereon in such a manner as will best enable it to fulfill its own service requirements. Licensee will operate Licensee's Attachments in a manner

which will not cause or create interference: (i) with Licensor's existing or proposed communications or electric transmission or distribution operations, as appropriate; or (ii) with the equipment of any Third Party Attacher sharing the Pole prior to Licensee's use of the Pole or whose tenure on the Pole began prior to the Licensee's modification of its equipment; or (iii) between the equipment of Licensor or any such Third Party Attacher. During the Term, Licensee agrees to cooperate in any investigation and resolution of any interference caused by or occurring between equipment of any parties operating on the Poles, including cooperation in and compliance with the determination and recommendations of the third-party analysis provided for in this Section. In the event that the equipment or operation of Licensee is interfering with the equipment or operation of Licensor or of a pre-existing Third Party Attacher, on notice by Licensor, Licensee will use its best efforts to correct the interference in a timely manner even if Licensee is operating in full compliance with applicable Federal, State or local regulations. If Licensee fails to correct the interference with equipment or operation of Licensor or of a pre-existing Third Party Attacher within thirty (30) days after receipt of notice from Licensor, Licensor may terminate the license as to the Pole or Poles in question on thirty (30) days additional notice, and Licensee will promptly remove the Attachment(s) from the Pole(s). If the interfering party is a Third Party Attacher which began sharing the Pole(s) or modified its equipment after Licensee began using the Pole(s), Licensor will notify the Third Party Attacher to correct the interference immediately, even if such Third Party Attacher is operating in full compliance with applicable regulations. If the Third Party Attacher fails to correct the interference immediately, Licensor will notify the Third Party Attacher to cease all operations. Licensor may in its reasonable discretion cause an independent third-party interference analysis to be made and require the party found to be interfering improperly to correct the interference or cease all operations. If Licensee is found to be interfering with Licensor or a pre-existing Third Party Attacher, Licensee will pay the reasonable actual costs associated with the analysis.

- 2.7 Licensor shall not be liable to Licensee for any interruption of Licensee's service or for any interference with the operation of Licensee's Attachments in any manner except as set out in this Agreement. If Licensor determines in its sole discretion that space on a Pole covered by this Agreement is needed by Licensor, and such need was a condition identified during Licensee's application for attachment, in accordance with a bona fide development plan that projects a need for that space for the provision of Licensor's Services, Licensor may, by giving Licensee thirty (30) day notice, reclaim the Pole(s) in question, and Licensee will remove its Attachments on said Pole on or before the first of the month after the expiration of the 30 day notice period. The parties will use their best efforts to locate other Licensor Poles that are suitable for Licensee's purposes. If suitable replacement Pole(s), are not located within the thirty (30) day notice period, Licensor will terminate the license under this Agreement with respect to the Poles in question. Payments attributable to reclaimed Pole(s) will not be due for the

period between Licensee's cessation of operations at the reclaimed Pole(s) and the commencement of operations at the replacement site, if any.

- 2.8 Subject to the terms and conditions of this Agreement, and throughout the Term of this Agreement, Licensee shall have the benefit of quiet enjoyment in that Licensor shall not intentionally disturb Licensee's authorized Attachments, except as such disturbance may be necessary in an emergency or natural disaster situation except as specified herein. Additionally, Licensor shall have the benefit of quiet enjoyment in that Licensee shall neither intentionally disturb the property of Licensor nor disrupt or disturb the Service provided by Licensor.

### **SECTION 3. TECHNICAL REQUIREMENTS**

- 3.1 The Joint Use of Poles covered by this Agreement shall at all times be in conformity with the requirements of the latest edition of the National Electric Safety Code (NESC), National Electric Code (NEC), and Occupational Safety and Health Code (OSHA) and as well as non-discriminatory requirements of Licensor's specifications in effect at the time of original construction or major change to Licensee's Attachments. In cases of conflict, the more stringent requirements shall apply.
- 3.2 In the event Licensor should amend its requirements, rules or practices for the Joint Use of Poles, Licensor shall give written notice of such change and Licensee shall make such changes or alterations in its installations and maintenance of its facilities as may be required to fully comply with the provisions of such written notice. Licensee further agrees to make such changes, modifications or alterations within 60 days after receipt of written notice. Should it be commercially unreasonable for Licensee to implement such changes, modifications or alterations within 60 days, Licensor shall grant Licensee additional time for Licensee to implement such changes on a reasonable schedule.
- 3.3 Prior to Licensee placing an Attachment on Licensor's Pole, Licensee shall provide Licensor, a mutually agreed to industry standard pole loading calculation to determine the strength of the Poles to ensure their sufficiency for transverse and vertical loads imposed upon them under heavy storm loading conditions of the NESC. If Licensee fails to provide such, Licensor may perform pole loading calculations and all cost to Licensor to determine the proper loading for Licensee's proposed Attachments will be paid by Licensee to Licensor. Licensee will provide Licensor with the characteristics of Licensee's Attachments to be placed on the Pole. Further, Licensee expressly assumes responsibility for determining the condition of all Poles to be climbed or accessed by its employees, agents, contractors or subcontractors. Licensee assumes all risks related to the construction, operation, and maintenance of its Attachments, except as to those that may be caused by the gross negligence or willful misconduct of Licensor.

- 3.4 Licensee shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance or operation of Licensee's Attachments, and to specifically avoid interference with Hempstead safe and efficient operation of its electric distribution system. Should any such injury, damage or interference occur despite such steps, Licensee shall promptly notify Licensor within two (2) working days of such injury, damage or interference. At Licensor's option, Licensee shall either (i) repair such damage and/or resolve interference, or (ii) compensate Licensor for the reasonable actual costs of repairing any such damage and/or resolving such interference, and shall indemnify Licensor as provided herein.
- 3.5 Licensee shall ensure that all employees, agents, and contractors of Licensee used to install or maintain the Attachments have been certified or trained by an entity to work in the vicinity of electric distribution poles that are comparable to the training received by Licensor's employees performing similar work. Licensee shall produce proof of such certification or training upon Licensor's request.
- 3.6 All necessary anchors and guys shall be in place and operative prior to the placement of Licensee's Attachments. Any unbalanced loading of Licensor's Poles, which is caused solely by the placement of Licensee's Attachments, shall be properly guyed and anchored by Licensee, and Licensee shall be solely responsible for all expense, risk and liability associated therewith. Licensee will place guy markers on all such down guys and Licensor shall have no responsibility in placing, monitoring or maintaining such markers. Licensee shall not attach any of its Attachments to any guy or anchor of Licensor.
- 3.7 Licensee's cables shall be tagged, so as to identify Licensee as owner of said cable. Tags shall be of sufficient size and lettering as to be easily read from ground level. All cables installed following the date of this Agreement shall be tagged at every pole and Licensee shall tag all existing non-tagged cables as Licensee is performing any service work in the ordinary course of maintenance on existing non-tagged cables. Licensee shall be solely responsible for periodically inspecting its Attachments to ensure they have permanent identification markers. Should Licensor encounter any of Licensee's Attachments, where Licensee has performed maintenance after the Effective Date of this Agreement, which do not have permanent markers, Licensor may notify Licensee provided that Licensor can identify the Attachments as belonging to Licensee. Licensee shall have thirty (30) days from the date of notice to place such permanent identification markers on those Attachments. If the markers are not placed within thirty (30) days, then Licensor may remove such Attachments.
- 3.8 Should Licensee desire to Overlash its own existing Attachments, Licensee will submit a Permit Application in accordance with Section 4 of this Agreement. Licensee may Overlash its own existing Attachments provided that there is adequate pole strength and the overlashed Attachment complies with the

specifications set forth in Section 3.1. Overlapping shall not be considered a separate Attachment for the purpose of calculation pole rental fees.

- 3.9 Each application shall involve sufficient planning by Licensee to ensure Licensee shall comply with all specifications enumerated in Section 3.1 above and applicable federal, state, county and local laws, statutes, ordinances, codes, rules and regulations regarding any removal and disposal of Poles undertaken by Licensee, and regarding maintenance, placement and operation of Attachments. **Licensee shall defend, indemnify and hold the Licensor harmless from and against any charges, penalties, fines, losses, or damages sustained by the Licensor because of the Licensee's noncompliance with this provision.**
- 3.10 Where municipal or other governmental regulations require Licensor to allow the use of its poles for fire alarm, police, or other like signal systems, such use shall be permitted under the terms of this Agreement, and the Licensee shall be subject to such regulation in its use of any jointly-used poles to the same extent as Licensor.

#### **SECTION 4. ESTABLISHING JOINT USE OF POLES**

- 4.1 Throughout the term of this Agreement, Licensee may designate a Pole or Poles on which it desires to place, replace, relocate or modify any Attachment. Each such designation shall be made by Licensee by submitting to Licensor a Permit Application in such manner as prescribed in the form of Exhibit "A" to this Agreement, or as may be amended by Licensor, signed by a duly authorized representative of Licensee, and specifying in the appropriate spaces thereon the type of work Licensee desires to perform and the Pole or Poles on which such work is to be performed. Licensee shall not place any Attachment on Licensor's Pole prior to receiving a conditionally approved or approved Permit Application. Notwithstanding any other provision in this Agreement Licensee may place, replace, relocate, or modify a Service Drop on any Pole without prior written notice to Licensor and without first submitting a Permit Application. If Licensee attaches a Service Drop to Licensor's Pole on which Licensee has no current Attachment, Licensee shall, on a quarterly basis, submit a Permit Application to Licensor signed by a duly authorized representative of Licensee and identifying all Poles on which Licensee has attached Service Drops.
- 4.2 Licensor shall approve, conditionally approve or deny each Permit Application for the placement, replacement, relocation or modification of Licensee's Attachment within forty-five (45) days of receipt. Should Licensee require a response time less than forty five (45) days, due to service requirement, Licensee will provide written notice to Licensor at the time the Application is submitted, as to the date a response is required to meet Licensee's service requirements. Licensor will use its best commercially reasonable efforts to respond to Licensee's request.



- 4.3 Licensors may deny any Permit Application on a non-discriminatory basis for the placement, replacement, relocation or modification of Licensee's Attachments, where, in Licensors's reasonable judgment, there is insufficient capacity, space is required for Licensors's Services or on the basis of safety, reliability and generally accepted engineering practices.
- 4.4 Licensors may conditionally approve a Permit Application for the placement, replacement, relocation or modification of Licensee's Attachment on the condition that Licensee modifies the application in certain specified respects. In such event, Licensors shall return a copy of the Permit Application to Licensee reflecting such conditional approval and detailing the required modifications in the appropriate spaces thereon. If Licensee is willing to accept Licensors's modifications to the Permit Application, Licensee shall return the Permit Application to Licensors, within thirty (30) days of its receipt, signed by a duly authorized representative and reflecting Licensee's acceptance of the modifications in the appropriate spaces thereon. Should Licensee decide not to accept the cost associated with any Permit Application, the Licensee shall pay the Licensors all reasonable cost for time spent processing such Permit Application.
- 4.5 If approval of a Permit Application for the placement, replacement, relocation or modification of Licensee's Attachment will require a modification or rearrangement of the Attachments of Licensors or any other Third Party Attacher on any Pole solely to accommodate Licensee's Attachment, Licensors in the exercise of its reasonable discretion, may conditionally approve the Permit Application on the condition that Licensee agrees to reimburse Licensors for all reasonable actual costs associated with such modification or rearrangement. In such event, Licensors shall return a copy of the Permit Application to Licensee reflecting such conditional approval and detailing the Attachments that must be modified or rearranged and the estimated cost of making the modifications and rearrangements in the appropriate spaces thereon. If Licensee is willing to reimburse Licensors for all reasonable actual costs associated with such modifications or rearrangement solely to accommodate Licensee's Attachments, Licensee shall return the Permit Application to Licensors, within thirty (30) days of its receipt, signed by a duly authorized representative and reflecting its acceptance of such costs in the appropriate spaces thereon. The Permit Application shall be accompanied by payment of the amount of estimated cost of making such modification or rearrangement. Upon Licensors's completion of such modification or rearrangements, the reasonable actual cost of performing said work will be compared with the estimated cost. Licensee agrees to pay Licensors any undercharge in the difference between the estimated cost and the reasonable actual cost and Licensors agrees to reimburse Licensee any overcharge in the difference between the estimated cost and the reasonable actual cost.
- 4.6 If approval of a Permit Application for the placement, replacement, relocation or modification of Licensee's Attachment will require the placement of new Poles or replacement of one or more existing Poles solely to accommodate the new

Attachments of Licensee, Licensor may approve the Permit Application on the condition that Licensee agrees to reimburse Licensor for all reasonable actual costs attributable to the placement of new Poles or replacement of the existing Poles with new Poles required solely to accommodate the new Attachments of Licensee. In such event, Licensor shall return a copy of the Permit Application to Licensee reflecting such conditional approval and detailing the estimated cost associated with the replacement of the existing Poles with new Poles required solely to accommodate the new Attachments of Licensee. If Licensee is willing to pay all reasonable actual costs associated with the placement of new Poles or the replacement of existing Poles with new Poles, Licensee shall return the Permit Application to Licensor, within thirty (30) days of its receipt, signed by a duly authorized representative and reflecting Licensee's acceptance of such costs in the appropriate spaces thereon. The Permit Application shall be accompanied by payment of the amount of the estimated cost of making such replacement. Upon Licensor's completion of such modification or rearrangements, the reasonable actual cost of performing said work will be compared with the estimated cost. Licensee agrees to pay Licensor any undercharge in the difference between the estimated cost and the reasonable actual cost and Licensor agrees to reimburse Licensee any overcharge in the difference between the estimated cost and the reasonable actual cost.

- 4.7 Licensor shall use reasonable efforts to respond to each Permit Application within forty-five (45) days after its submission or sooner if so requested as described in 4.2. License shall limit the number of Poles on each Permit Application to include no more than twenty five (25) poles. If Licensee submits more than one such Permit Application at the same time or submits additional Permit Applications during the pendency of another such Permit Application, Licensee shall designate, in writing, an order of priority for the review of Licensor. In the absence of such designation, Licensor shall review them in the order of their submission.
- 4.8 Licensee shall pay Licensor a pre-construction inspection fee to compensate Licensor for the reasonable actual cost incurred to inspect the Poles identified in the Permit Application to insure adequate space is available for Licensee's Attachments as well as ensuring Poles have adequate vertical and horizontal strength to support Licensee's proposed Attachments and a post-construction inspection fee for the reasonable actual cost incurred to insure Attachments were installed according to the make-ready recommendation of the Permit Application and terms and conditions of this Agreement. Licensor shall provide the Licensee with an itemized invoice reflecting such fees within a reasonable time following the inspections. Failure to pay these fees within forty five (45) days of written receipt of the invoice will void the conditional approval of the Permit Application and Licensee will remove all Attachments within fifteen (15) days.
- 4.9 If Licensee has a requirement to locate its equipment using any easement, right of way, or other property right of Licensor but over which no Poles or an insufficient number of Poles are located to facilitate Licensee's purposes, Licensee shall

notify Licensor. Licensee and Licensor, within a reasonable time after the delivery of such written notice, will determine the location and size of the Poles that will meet the present and/or future service requirements of Licensee and Licensor and any existing Third Party Attacher. At its sole option, Licensor may construct the necessary Poles, and Licensee shall bear all actual costs associated with the construction. Notwithstanding such payment, Licensor shall own such Poles and Licensee shall not acquire any ownership or property interest in such Poles. Licensor, at its sole discretion, may decline to construct the necessary Poles.

- 4.10 Upon conditional approval of a Permit Application for the placement, replacement, relocation or modification of Licensee's Attachment, Licensee, at its sole risk and expense, may place, replace, relocate or modify the Attachments identified in the Permit Application on the Poles so specified in it during a one hundred twenty (120) day period from the date of its approval. If after said one hundred twenty (120) day period, Attachments are not placed, replaced, relocated or modified, a new Permit Application shall be submitted in accordance with procedures described in this Section 4 prior to Licensee's placement, replacement, relocation, or modification of such Attachments.
- 4.11 Licensee shall not place, replace, relocate or modify any Attachment or equipment on any Pole until after the Permit Application for such work has been approved or conditionally approved by Licensor in accordance with the procedures as described in this Section 4. A copy of the approved or conditionally approved Permit Application shall be maintained on the job site at all times construction is in process.
- 4.12 Within fifteen (15) days of completion of the work, as outlined in the Permit Application, Licensee shall give written certification to Licensor that the Attachments are complete and comply with Section 3.1 of this Agreement. Licensor may then conduct a post-construction inspection to insure all work is in accordance with the terms and conditions of this Agreement. Upon completion of the post-construction inspection if Attachments are found to have been installed in accordance with the Permit Application and terms and conditions of this Agreement, the Permit Application will be changed from conditionally approved to approved.
- 4.13 Licensor reserves the right to deny any new Attachment requests, relocations, replacements, modifications, and service requests of Licensee if Licensee is found to be delinquent for any undisputed monies due to Licensor.

## **SECTION 5. RELOCATION, REPLACEMENT OR MODIFICATION OF LICENSEE'S ATTACHMENTS AT LICENSOR'S REQUEST**

- 5.1 Upon written notice from Licensor, Licensee, at its sole risk and expense and within the period specified in the notice, not to be less than thirty (30) days, shall

replace, relocate or modify all and any portion of its Attachments on any Pole that Licensor specifies is necessary for the provision of its Service subject to Section 2.7 herein in such notice. Licensee may remove all its Attachments on such Poles, within the time period specified in the notice, provided that such removal does not create a safety hazard or unbalanced load on any Poles. In the event that such removal would create a safety hazard or unbalanced load, Licensee shall so notify Licensor and Licensee shall be under no obligation to perform such work until Licensor resolves such safety hazard or unbalanced load caused by Licensor's request. Licensee may perform such work without prior notice to Licensor and without first submitting a Permit Application; however, Licensee shall notify Licensor of the performance of such work within fifteen (15) days of its completion. A copy of notice from Licensor indicating that work was requested of Licensee, shall be maintained on the job site at all times work is in process. If Licensee fails to perform such work within the period specified in the notice, Licensor, in the exercise of its reasonable discretion, without notice or demand to Licensee and at the sole risk and reasonable actual expense of Licensee, may either perform all or any portion of such work or remove all or any portion of Licensee's Attachments. Should Licensor perform such work, Licensor shall use its best efforts to avoid any disruption of service to Licensee's customers, but shall have no liability in the event of any such disruption, other than Licensor's gross negligence and willful misconduct.

- 5.2 Whenever any right-of-way consideration or any city, county or state regulation makes relocation of a Pole necessary, Licensor shall bear the cost of relocation of such Pole, except Licensee shall bear the entire risk and actual cost of relocating Licensee's Attachment.

## **SECTION 6. TRANSFER AND/OR RELOCATION OF LICENSEE'S ATTACHMENTS**

- 6.1 Licensor's participation in transferring Licensee's Attachments is strictly voluntary and shall be performed at the sole discretion of Licensor. Participation shall be in accordance with the terms and conditions set forth in Section 6 and, as applicable, other parts of this Agreement.
- 6.2 When Licensor, in the course of performing its own work determines it is necessary to transfer the Attachments of Licensee Licensor will remove and reinstall Licensee's Attachments when Licensor determines it is within its capabilities and /or best interest to do so. Should Licensor have a planned work order to replace Poles, which have Attachments of Licensee, Licensor will provide notice to Licensee of required transfers. Licensee may determine to transfer its own Attachments within the timeframe set forth in said notice. Should Licensee fail to complete transfers within said timeframe given in notice, Licensor will complete the transfers at Licensee's expense.

- 6.3 Licensee shall pay to Licensor ONE HUNDRED TWENTY-FIVE and 00/100 (\$125.00) dollars, per Pole, for the relocation of a Licensee's single cable through bolt or j-hook Attachment. Any additional items transferred will be billed at actual cost. These fees represent labor cost only and Licensee will be responsible for providing all materials required to perform transfers and/or relocations of Licensee's Attachments. Licensee agrees to reimburse Licensor for all actual cost of material that Licensor may use in transferring and/or relocating Licensee's Attachments.
- 6.4 Licensor will issue an itemized invoice within thirty (30) days after the work described in this Section 6 is performed. The invoice will reference the location of Pole and date work was performed.
- 6.5 Should Licensee fail to transfer its Attachments within thirty (30) days from receipt of notice from Licensor to do so, Licensor may in its sole option, abandon such Pole and transfer title of such Pole to Licensee, whereupon Licensee shall reimburse Licensor for the actual reasonable costs associated with transferring the title. Licensee shall thereafter take full ownership of such Pole in an AS IS condition. Licensee will mark such Pole to identify Licensee as owner thereof. Licensor shall have no future interest in or responsibility for such Pole.
- 6.6 Effective the date this Agreement is executed or within forty five (45) days of the completion of the 2021 pole inventory, Licensee agrees to meet with Licensor regarding transfers and associated pole removals. Simple cable or drop transfers or needs to attach to Poles which do not require engineering, cable placement, or splicing by Licensee's employees, with the removal and transferring of their Attachments to new Poles at their sole expense will be completed within forty five (45) days. Complex Attachment transfers requiring engineering, cable placement, and splicing by Licensee's employees will be completed with seventy five (75) days at Licensee's sole expense.

## **SECTION 7. MAINTENANCE AND REPAIR OF ATTACHMENT**

- 7.1 Licensee shall at its sole risk and expense maintain all Attachments on Poles in a safe condition and in thorough repair. Licensee may perform maintenance and repair work without giving prior written notice to Licensor. If Licensee fails to maintain any such Attachments in compliance with the specifications set forth in Section 3.1, Licensor may perform such repairs or maintenance that it deems necessary at the sole risk and expense of Licensee. Licensee expressly agrees that Licensor's circuits are to continue in normal operation during Licensee's performance of any construction or maintenance, and that Licensee is to provide and use all protective equipment necessary for the protection of Licensee's employees, contractors and equipment, and Licensee shall guard against interference with normal operation of Licensor's circuits.

## **SECTION 8. TREE TRIMMING**

- 8.1 Licensee, at its sole risk and expense, shall perform all tree trimming required for its Attachments on Poles. Licensor may perform any tree trimming that it deems reasonable or necessary to maintain the safety and reliability of its Poles. Licensor may perform any reclearing of existing right-of-way and any tree trimming necessary for its pole lead. In no event shall Licensee install guys and/or anchors, and/or trim or cut beyond the boundaries of any easement granted to Licensor unless Licensee shall have its own authorization to do so. Licensee at all times shall perform such work promptly in such a manner as to not interfere with the Services of Licensor or other pole attachments.

## **SECTION 9. REMOVAL OF ATTACHMENTS**

- 9.1 Licensee shall notify Licensor of all Attachment removal prior to the removal. Notification will not be required for a Service Drop. If the removal is upon direction from Licensor, copy of notice from Licensor indicating that work was requested of Licensee, shall be maintained on the job site at all times work is in process. If Licensor believes, in its reasonable discretion, that such removal creates a safety hazard, Licensee shall at its own expense replace such Attachment and perform any other corrective action specified by Licensor in a notice to Licensee requesting such replacement or modification. Should Licensee fail to perform such work within thirty (30) days or such shorter period of time as is specified in the notice and necessary to correct any safety hazard, Licensor may perform all or any part of such work at Licensee's expense.
- 9.2 Upon notice from Licensor, which may be in written or electronic form, Licensee at its sole risk and expense shall remove all or any portion of the Attachments on any Pole that Licensor requests in such notice. The removal shall be accomplished within the period specified in the notice, which shall not be less than thirty (30) days, unless a shorter notice period is required by Licensor's customer service requirements or other emergency considerations as determined in Licensor's reasonable discretion.
- 9.3 If Licensor desires at any time to abandon any Pole(s), it shall give Licensee notice in writing or in electronic form to that effect not less than thirty (30) days prior to the date on which it intends to abandon such Pole(s). If Licensee desires to maintain its Attachments, Licensee shall notify Licensor and Licensor shall sell the Pole(s) to Licensee at Licensor's depreciated costs. If Licensee does not desire to maintain its Attachments, then Licensee shall remove its Attachments prior to the date on which Licensor intends to abandon the Poles(s). If upon, the expiration of such notice period, Licensee has not removed all of its Attachments from such Pole(s), Licensor may remove Licensee's Attachments and charge Licensee a reasonable fee for such removal. Should Licensee exercise the option to buy the Pole, as specified herein, Licensee agrees and understands that it shall assume total and full responsibility for, and hold Licensor harmless therefrom,

maintenance, replacement and/or disposal requirements. Licensee recognizes and acknowledges that it is taking title to the Pole for all purposes. Licensee further recognizes and acknowledges that specific maintenance requirements exist on the easement and Licensee shall become familiar with the terms and agrees to comply with the terms contained in any easement or right of way. **LICENSEE UNDERSTANDS THAT LICENSOR DOES NOT WARRANT, GUARANTEE OR IMPLY THAT SUCH POLE(S) POSSESS SUFFICIENT MECHANICAL STRENGTH AS REQUIRED BY ANY USE OF LICENSEE AND LICENSEE AGREES AND UNDERSTANDS LICENSOR MAKES NO REPRESENTATIONS OR GUARANTEES CONCERNING ANY RIGHT TO OCCUPY THE PREMISES WHERE THE POLE(S) MAY BE LOCATED UPON REMOVAL OF LICENSOR'S ATTACHMENTS.**

- 9.4 If Licensor elects to sell a Pole and Licensor shall have no attachments on such Pole but Licensee shall not have removed all of its Attachments, such Pole may be sold to and become the property of Licensee at the sole option of Licensor. If Licensor elects to sell such Pole, Licensor shall provide Licensee with a properly authorized bill of sale reflecting the fair market value of the Pole. Such bill of sale can be sent both through traditional mail or electronic form (email, DocuSign, pdf copy of bill of sale, etc). **LICENSEE SHALL RECEIVE THE POLE "AS IS AND WHERE IS," AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR FROM ALL OBLIGATION, LIABILITY, COST, CLAIM, DAMAGE, EXPENSE OR CHARGE RELATED THERETO OR RAISED THEREAFTER. Should Licensor elect to sell such pole, Licensee shall take title to the pole for all purposes. Because poles and related items may contain various hazardous chemicals or properties, LICENSEE SHALL COMPLY WITH THE TERMS AND DIRECTIONS OF THE APPROPRIATE MATERIAL SAFETY DATA SHEET AND WITH STATE AND FEDERAL LAW REGARDING THE MAINTENANCE, REPLACEMENT, AND/OR DISPOSAL OF THE POLE. LICENSOR DOES NOT WARRANT, GUARANTEE, OR IMPLY THAT SUCH POLE POSSESSES SUFFICIENT MECHANICAL STRENGTH AS REQUIRED BY OR FOR ANY USE OF LICENSEE. LICENSOR MAKES NO REPRESENTATIONS OR GUARANTEES CONCERNING ANY RIGHT TO OCCUPY THE PREMISES WHERE THE POLE IS CURRENTLY LOCATED UPON THE REMOVAL OF LICENSOR'S ATTACHMENTS.**

- 9.5 Whenever Licensee removes any Attachment from a Pole, whereby such removal will vacate Licensor's pole of all Licensee's Attachments, it shall submit to Licensor a Permit Application of the Attachment removed and the location of the Pole from which it was removed. All Permit Applications submitted for such removals will be deemed approved when received by Licensor, provided such removal is in compliance with the terms and conditions of this Agreement. Notwithstanding the foregoing, no Permit Application need be submitted by Licensee after the removal of a Service Drop from a Pole unless after its removal there are no Attachments on the Pole. Licensee shall pay to Licensor the full

rental for the current year on any Pole upon which Attachments were removed during that current year.

## **SECTION 10. EMERGENCIES**

- 10.1 In the event of an emergency, Licensee, at its sole risk and expense, shall have the right to place, replace, relocate or modify Attachments on any Pole without first obtaining Licensor's approval of a Permit Application for such work; provided however, that before performing such emergency work, oral approval shall be obtained from Licensor's authorized representative, and provided further, that such work is performed within the time period and under such conditions specified by Licensor's authorized representative. Any such oral approval shall be confirmed, within fifteen (15) days of the performance of such work, by Licensor to Licensee in writing identifying both the work performed and the affected Poles. If such emergency placement, replacement, relocation or modification is not acceptable to Licensor, then Licensee, at its sole risk and expense, shall remove, replace, relocate or modify all or any portion of such Attachments upon written notice from Licensor and within the time period specified in the notice. If Licensee fails to perform such work, Licensor may either perform all and any portion of such work or remove the Attachments from the Pole at the reasonable actual cost of Licensee.
- 10.2 In the event of an emergency, Licensor, without prior notice to Licensee and at Licensee's sole risk and expense, may temporarily replace, relocate, remove, modify or perform any other work in connection with Licensee's Attachments on any Pole. Licensor will use its best efforts to notify Licensee in advance of any such replacement, relocation, removal, modification or other work, and avoid disruption of Services to Licensee's customers, but will have no liability with respect to any such disruption except to the extent that such disruption was caused by gross negligence or willful misconduct on the part of the Licensor.
- 10.3 Licensee shall reimburse Licensor for the reasonable actual expense that Licensor may incur for such emergency work performed pursuant to Section 10.2 above. In such event, Licensor shall notify Licensee, within a reasonable time, of both the Poles affected and the work performed.

## **SECTION 11. POLE ATTACHMENT FEES, CHARGES AND RATES**

- 11.1 The annual pole Attachment fee per Pole on which Licensee has Attachments will be Eleven (\$11.00) dollars for the initial term of this Agreement. The pole Attachment fee is subject to renegotiation following the initial five (5) year period, and every three (3) years thereafter, upon either parties' written request.
- 11.2 A notice of payment due for the preceding year shall be provided on or before December 31<sup>st</sup> of each year to the Licensee. The payment shall be due and



payable upon forty-five (45) days of receipt. The Pole Attachment Fee shall be assessed annually based on the number of Licensor's poles for which licenses have been issued multiplied by the annual (per pole) Pole Attachment Fee. Any power supply will be billed monthly based on metered usage. The Licensee will be provided with an invoice by Licensor no later than January 1st and will remit payment within forty-five (45) days of receipt. If Licensee fails to pay any undisputed sum owed to Licensor hereunder within forty-five (45) calendar days of receipt of an invoice, Licensee shall, upon fifteen (15) calendar days written notice, pay in addition to the sum due a late payment of 1.5% for each thirty (30) day interval or portion thereof during which payment is past due. Licensor shall be entitled to recover all of its actual and reasonable costs and expenses, associated with enforcement of Licensee's obligation to remit any payments under this Agreement, if Licensor prevails.

## **SECTION 12. UNAUTHORIZED ATTACHMENTS**

- 12.1 If any of Licensee's Attachments for which no Permit Application has been issued, other than Service Drops as specified in Section 4.1 above, shall be found attached to Licensor's Poles, Licensee, upon written notification from Licensor and within fifteen (15) days of receipt of notice, shall submit a Permit Application for such unauthorized Attachment. If said Permit Application is not received by Licensor within the specified time period, Licensee shall immediately remove its unauthorized facilities. If Licensee fails to immediately remove its unauthorized facilities Licensor may remove such unauthorized facilities at Licensee's sole risk and expense.
- 12.2 The charge for each unauthorized Attachment will be SEVENTY-FIVE-and 00/100 (\$75.00) Dollars for each unauthorized Attachment plus interest at the lesser of 1.5% per month or the highest rate allowed by law. Licensee shall also pay to Licensor all reasonable actual costs incurred by Licensor to rearrange any unauthorized Attachments of Licensee if such rearrangement is required to meet the specifications set forth in Section 3.1 above.
- 12.3 Licensee retains the right to provide evidence of authorization and dispute the Licensor's charge of unauthorized Attachments. No act or failure to act by Licensor with regard to evidence provided by Licensee regarding an unauthorized attachment submitted pursuant to this section shall be deemed a ratification or the granting of permission to attach such unauthorized Attachment. If any permission should be subsequently issued, said permission shall not operate retroactively or constitute a waiver by Licensor of any of its rights under this Agreement; provided, however, that Licensee shall be subject to all charges, liabilities, obligations and responsibilities of this Agreement in regard to any unauthorized Attachment.

### **SECTION 13. INVENTORIES AND AUDITS**

- 13.1 After the 2021 inventory, Licensor may conduct an audit of Licensee's Attachments to verify the number and location of Licensee's Attachments in all common service areas of the territory covered by this Agreement. Any such audit may be conducted no more frequently than once every five (5) years. Licensor will provide sixty (60) days notice to Licensee of its intent to conduct an audit. Licensor will provide Licensee with the Audit results at the conclusion of the audit. Licensee will reimburse Licensor for Licensee's share of Licensor's total audit cost, as pro-rated between Licensee and any other third party attachers within forty-five (45) days of receipt of the audit cost invoice. Notwithstanding any of the fore mentioned, precludes Licensor from conducting any additional audit, inventory or inspection at Licensor's own expense at any time.
- 13.2 If there is a difference in the number of Licensee Attachments found by the inventory and the number of Attachments currently being billed, Licensee shall pay back rent for all unauthorized Attachments for a period of five (5) years, or since the date of the last inventory not to exceed five (5) years of Licensee Attachments on a prorated percentage difference back to the previous inventory (whichever period is shortest), at the rental rates in effect during such periods.
- 13.3 In addition to the back rent, Licensee shall be subject to the unauthorized Attachment charge for each unauthorized Attachment, including Service Drops, where no Permit Application was obtained.
- 13.4 Licensor may require the Licensee to submit a Permit Application in accordance with Section 4 of this Agreement within thirty (30) days of receipt of notice from Licensor of any unauthorized Attachment, or such longer time as mutually agreed to by the Parties after an inventory.
- 13.5 No inventory or inspection, or lack thereof, by Licensor shall operate to relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement.
- 13.6 Any safety violations such that there is a substantial potential for damage to property, injury or death to persons documented during any physical inventory or audit and caused by Joint User's Attachments shall be corrected immediately and all other safety type violations will be corrected within sixty (60) days, unless an extension is granted by the Owner, after Joint User's receipt of written notice or a mutually agreed to electronic notification system. If Joint User fails to correct any safety violation within sixty (60) days, Owner may perform such work as Owner deems necessary. Joint User shall reimburse Owner for reasonable actual costs incurred in correcting such violations including a charge of one hundred dollars (\$100.00) for each violation. Joint User shall not be responsible for any safety violations caused by build-downs or relocation of attachments by Owner or other attachers. Owner's specifications in effect at the time of original construction would apply as noted in Section 3.1.

## **SECTION 14. PAYMENT OF INVOICES**

- 14.1 Licensee will pay each invoice submitted to it by Licensor within 45 days of its receipt. Payment will be remitted to Licensor's address shown in Section 24.1. Any portion of an invoice not paid when due will bear interest at the lesser rate of 1.5% per month or the maximum rate allowed by law.
- 14.2 If Licensee in good faith disputes a payment, it shall deposit the amount in dispute in an interest bearing account acceptable to Licensor within the time period provided for in Section 14.1 of this Agreement. Any amount so deposited shall remain in such escrow account until the dispute is resolved. Upon resolution of the dispute, the interest earned on amounts invested shall be paid to the Party determined to be entitled to such amounts.

## **SECTION 15. DEFAULTS**

- 15.1 The term "Default," as used herein, shall include the occurrence of any one or more of the following events:
- (i) The failure of Licensee to pay any sum of money in accordance with this Agreement, or any part thereof, on the date on which the payment is due, and such failure continue for a period of ten (10) days after the date Licensor sends notice to Licensee of such failure.
  - (ii) The failure of Licensee punctually and properly to perform, observe or comply with any covenant, agreement, undertaking or condition contained in this Agreement (other than covenants to pay any sum of money in accordance with this Agreement), which failure is not otherwise specifically addressed in this Agreement, and such failure continues for a period of thirty (30) days after the date Licensor sends notice to Licensee of such failure, unless a shorter cure period is specified by this Agreement, and then the shorter cure period shall control.
  - (iii) Licensee shall (i) execute an assignment for the benefit of creditors or take any action in furtherance thereof; or (ii) admit in writing its inability to pay, or fail to pay, its debts generally as they become due; or (iii) as a debtor, file a petition, case, proceeding or other action pursuant to, or voluntarily seek the benefit or benefits of, any Debtor Relief Law or take any action in furtherance thereof; or seek, acquiesce in or suffer the appointment of a receiver, trustee, custodian or liquidator of Licensee or of Licensee's Facilities or any part thereof or of any significant portion of Licensee's other property; or voluntarily become a party to any proceeding seeking to affect a suspension or having the effect of suspending any of the rights or remedies of granted or referred to in this Agreement or takes any action in furtherance thereof. As used herein, "Debtor Relief Law"

means any applicable liquidation, conservatorship, bankruptcy, moratorium, arrangement, insolvency, reorganization, or other similar laws, domestic or foreign, including but not limited to those in Title 11 of the United States Code, as amended from time to time, affecting the rights or remedies of creditors generally, as in effect from time to time.

- (iv) The filing of a petition, case, proceeding or other action against Licensee as a debtor under any Debtor Relief Law or seeking appointment of a receiver, trustee, custodian or liquidator of Licensee or of Licensee's Facilities or any part thereof or of any significant portion of Licensee's other property or seeking to effect a suspension or having the effect of suspending any of the rights or remedies of Licensor granted or referred to in this Agreement and (i) Licensee admits, acquiesces in or fails to contest diligently the material allegations thereof; or (ii) the petition, case, proceeding or other action results in entry of an order for relief or order granting the relief sought against Licensee; or (iii) the petition, case, proceeding or other action is not permanently dismissed or discharged on or before the earlier of trial thereon or thirty (30) days next following the date of its filing.
- (v) A default, or the occurrence of an event which with the lapse of time or the giving of notice, or both, could become a default, under, or the acceleration of any indebtedness secured by, any mortgage, security interest or assignment which covers or affects any part of Licensee's Facilities.
- (vi) The discovery by Licensor that any representation or warranty made by Licensee in any of this Agreement or in any other document ever delivered by Licensee to Licensor in connection with this Agreement (including, but not limited to, any financial statements or Requests) is false, misleading, erroneous or breached in any material respect.
- (vii) Abandonment of any portion of Licensee's Facilities.
- (viii) The dissolution, liquidation, termination or forfeiture of the right to do business of Licensee.
- (ix) Licensee shall have (1) concealed, removed, or permitted to be concealed or removed any part of its property with the intent to hinder, delay or defraud any of its creditors; or (2) made or suffered a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or (3) suffered or permitted while insolvent (under any applicable definition of the term) any creditor to obtain a lien upon any of its property through legal proceedings or distraint which lien is not permanently vacated within thirty (30) days from the date thereof.
- (x) The occurrence of a Material Adverse Change with respect to Licensee. As used herein, "Material Adverse Change" means any occurrence or combination of occurrences which could reasonably be expected to be material and adverse to the financial condition or business operation of Licensee or which could reasonably be expected to cause a Default.

15.2 Should a Default occur and be continuing, Licensors may, at its election and without further notice, do any one or more of the following:

- (i) Declare this Agreement to be terminated in its entirety, save and except for the survival of the covenants of Licensee to indemnify and hold harmless Licensors, including without limitation, all provisions of Section 17 & 18 of this Agreement.
- (ii) Terminate Licensee's permission and license to use the pole or poles of Licensors, as provided in this Agreement and Licensors may, at its sole discretion, designate the Poles to which the determination by Licensors shall apply, and Licensors will have no further obligation to Licensee with respect to such Poles but Licensee shall continue to be obligated to Licensors per the terms of this Agreement.
- (iii) Bring suit against Licensee to compel performance in accordance with this Agreement.
- (iv) Exercise any and all other remedies available at law or in equity.

In case of either termination of the Agreement in its entirety or termination of the permission and license as to specific poles, the Annual Pole Rental for the poles to which the termination applies shall be immediately due and payable for the then calendar year and Licensee shall remove Licensee's Facilities (for the poles to which the termination applies) as provided in Section 28 of this Agreement. So long as Licensee's facilities remain attached to the poles of Licensors, after termination of the right of Licensee to use the poles of Licensors, Licensee shall be liable to Licensors for rental of 150% of the Annual Pole Rental for the period post-termination during which such poles remain attached to the poles of Licensors.

15.3 If Licensors elects not to terminate this Agreement in its entirety, but terminates its permission or license as to specific Poles, Licensee's Attachments as to such poles shall be promptly removed or shall be considered unauthorized and subject to Section 17.

15.4 If Licensee shall make default in the performance of any work which it is obligated to do under this Agreement, Licensors may elect to do such work or to contract with a third-party to have such work done, and the Licensee shall, upon demand, reimburse Licensors the actual reasonable cost for such services if performed by Licensors or the cost to Licensors if such services are performed by a third-party.

15.5 If the Licensee shall make default in any of its obligations under this Agreement and it becomes necessary for Licensors to obtain the services of an attorney(s) to enforce such, the Licensee agrees to pay any and all of Licensors's attorney(s) fees, costs (including court costs) and expenses associated with the enforcement of such obligations, including but not limited to any and all attorney(s) fees and expenses incurred by Licensors in conjunction with any bankruptcy of Licensee,

including, without limitation, any appearances, court filings, and other expenses period.

## **SECTION 16 SURVIVAL AFTER TERMINATION**

- 16.1 Upon termination or cancellation of this Agreement, in whole or in part, for any reason, the parties shall remain liable to each other for any and all fees, other payments and damages that may be due or sustained prior to such termination or cancellation.

## **SECTION 17. INDEMNIFICATION**

- 17.1 AS TO THE EXTENT PERMITTING BY LAW, LICENSEE AGREES TO DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS LICENSOR, ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL AND BODILY INJURIES, DISEASE, DEATH, OR DAMAGE TO PROPERTY, TOGETHER WITH ANY AND ALL LOSSES, FINES, PENALTIES, COSTS OR EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) ASSERTED BY ANY PERSON OR ENTITY AND ATTRIBUTABLE TO LICENSEE'S ATTACHMENTS, ACTIONS OR FAILURE TO ACT, INCLUDING WITHOUT LIMITATION, ANY AFFILIATE OF LICENSEE OR ANY PARTY ACTING ON BEHALF OF LICENSEE OR LICENSEE'S AFFILIATES' EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND/OR AGENTS, IN ANY WAY ARISING OUT OF, RELATED TO, CAUSED BY OR INCIDENT TO LICENSEE'S ACTIONS OR OMISSIONS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO: (A) CLAIMS ARISING OUT OF, RELATED TO, CAUSED BY OR INCIDENT TO LICENSEE'S BREACH OF THIS AGREEMENT OR ANY REPRESENTATION, WARRANTY, COVENANT OR OBLIGATION OF LICENSEE SET FORTH HEREIN; (B) CLAIMS ARISING OUT OF, RELATED TO, CAUSED BY, OR INCIDENT TO THE ATTACHMENT, MAINTENANCE, REPLACEMENT, RELOCATION, REPAIR, MODIFICATION, REMOVAL, USE OR OPERATION OF OR IN ANY OTHER WAY ARISING OUT OF, RELATED TO, CAUSED BY OR INCIDENT TO, LICENSEE'S ATTACHMENTS, EQUIPMENT, GUYS AND ANCHORS INSTALLED FOR THE PURPOSE OF SUPPORTING LICENSEE'S ATTACHMENTS ON OR IN THE VICINITY OF POLES, OR THE POLES OF OTHERS ON WHICH LICENSEE MAINTAINS FACILITIES, INCLUDING, WITHOUT LIMITATION, (I) ANY CONDITION OF THE PREMISES RELATED TO LICENSEE'S ATTACHMENTS; (II) SEPARATE OPERATIONS OF LICENSEE BEING CONDUCTED ON THE PREMISES TO THE EXTENT RELATING TO LICENSEE'S ATTACHMENTS; (III) INJURIES TO LICENSEE'S EMPLOYEES, AGENTS OR CONTRACTORS RELATED TO THE IMPERFECTION, WHETHER LATENT OR PATENT, OF ANY POLE, MATERIAL OR EQUIPMENT FURNISHED BY LICENSOR; AND (IV) ANY CLAIM OF A LANDOWNER OR OTHERS RELATING TO CONSENT FOR OR PAYMENT OR COMPENSATION FOR THE LOCATION OF LICENSEE'S FACILITIES ON ANY EASEMENT OR RIGHT-OF-WAY; (C) CLAIMS ARISING OUT OF, RELATED TO, CAUSED BY OR INCIDENT TO

THE PROVISION OF ANY SERVICE PROVIDED BY LICENSEE TO THE EXTENT RELATING TO LICENSEE'S ATTACHMENTS; OR (D) CLAIMS ARISING OUT OF, RELATED TO, CAUSED BY OR INCIDENT TO ANY INTERRUPTION, DISRUPTION, INTERFERENCE OR TERMINATION OF ANY LICENSEE'S SERVICE TO THE EXTENT RELATING TO LICENSEE'S ATTACHMENTS. SUCH INDEMNITY SHALL NOT APPLY WHEN THE CLAIMS, DEMANDS, DAMAGES, ACTIONS OR CAUSES OF ACTION, AND LOSSES, FINES, PENALTIES, COSTS OR EXPENSES ARISE IN PART FROM ANY NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR, ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES, OR EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES, BOTH LICENSOR AND LICENSEE, THAT WITH RESPECT TO THE INDEMNIFICATION OBLIGATION SPECIFIED IN THIS PARAGRAPH, LICENSEE IS TO INDEMNIFY AND DEFEND, PROTECT AND SAVE HARMLESS LICENSOR, ITS OFFICERS, EMPLOYEES, DIRECTORS, AFFILIATES AND AGENTS FROM THE CONSEQUENCES OF LICENSEE'S OR ITS OFFICERS', EMPLOYEES', DIRECTORS', AFFILIATES', CONTRACTORS', SUBCONTRACTORS', OR AGENTS' CONCURRENT (A) NEGLIGENCE, (B) STRICT LIABILITY IN TORT, (C) BREACH OF WARRANTY, EXPRESSED OR IMPLIED OR (D) OTHER FAULT OF ANY NATURE OF LICENSEE.

- 17.2 Licensee shall give Licensor prompt notice of any claim for which indemnification is or will be sought under this Section and shall cooperate and assist Licensor in the defense of the claim.
- 17.3 **LICENSOR SHALL NOT BE LIABLE TO LICENSEE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES SUFFERED BY LICENSEE OR BY ANY SUBSCRIBER, CUSTOMER OR PURCHASE OF LICENSEE FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUE, INTORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED.**
- 17.4 The terms and provisions of this Agreement are intended to be for the benefit of Licensor and Licensee, except as otherwise expressly provided in this Agreement, and nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties and their permitted successors and assigns, any benefits, rights, or remedies under or by reason of this Agreement.
- 17.5 The provisions of this section shall survive termination or expiration of this Agreement with respect to any activities of Licensee arising under this Agreement.

## SECTION 18. INSURANCE.

- 18.1 Licensee shall procure, at its sole cost and expense and maintain, and shall require all of its subcontractors while working hereunder, if any, to procure and maintain in full force during the full term of this contract, insurance policies, from an insurer or insurers, eligible to do business in the State of Texas (with an AM Best Rating of A- VII or better. Such insurance shall include, but not be limited to the following:
- 1) Commercial General liability insurance to cover all phases of maintenance, installation and removal operations under this Agreement, with limits for bodily injury or death and property damage limits of \$2,000,000 per any one occurrence;
  - 2) Commercial Automobile liability insurance on all vehicles used in connection with this Agreement, whether owned, non-owned or leased, with combined single limits of \$2,000,000 bodily injury/property damage per occurrence; and
  - 3) Statutory Worker's Compensation Insurance in amounts stipulated by statute and Employer's Liability Coverage with a limit of \$5,000,000.
  - 4) Umbrella Insurance (Excess Liability) with minimum limits of \$5,000,000 per occurrence and in the aggregate. Licensee may use any combination of primary and excess to meet required total limits.
- 18.2 Licensee agrees to release and will require its insurers (by policy endorsement) to waive their rights of subrogation against Licensor, its parent and affiliated companies, their officers, directors, agents, employees and/or independent contractors for loss under the policies of insurance described herein; damages to Licensee's properties and /or any other loss sustained by Licensee whether insured or not.
- 18.3 Additional Insured: All required policies (except for Workers' Compensation/ Employers Liability and Professional Liability) will include, by policy endorsement, Licensor as an 'additional insured,' or by a designation with equivalent effect. The General Liability Policy will be endorsed using ISO form CG2010 AND CG2037 (or a substitute form providing equivalent coverage).
- 18.4 Primary & Non-Contributory: Licensor and Licensee intend that the Licensee shall ensure that all policies purchased in accordance with this section will protect Licensor and Licensee, and will be primary and non-contributory with any other coverage elsewhere afforded or available to Licensor, as well as provide primary coverage for all losses and damages caused by the perils covered thereby related to or arising out of the Work.
- 18.5 Severability & Cross Liability: The policies shall also include standard severability provisions that state each insured is provided coverage as though a separate policy had been issued to each, except with respects to limits of insurance. The policies shall not contain a cross liability or a cross-suit exclusion



that prevent Licensor from asserting claims against the Contractor or any other Insured under the policies.

- 18.6 All insurance required by Licensor under this Agreement shall be maintained by Licensee for a minimum period 2 years following the date of final completion of construction of work as performed in accordance with the services of this Agreement. Licensee shall submit to Licensor certificates to the effect that insurer has insured Licensee in the amounts and for the coverage required by Section 18.1 of this Agreement. Further, Licensee will provide at least thirty (30) days written notice to Licensor prior to cancellation or non-renewal of any require coverage that is not replaced. In the event that Licensee's insurance coverage is to be cancelled by reason of non-payment of premiums, Licensor, in its sole discretion, shall have the right to pay such premiums and Licensee shall forthwith reimburse Licensor the full amount paid by Licensor. Licensee will name Licensor as additionally insured, or provide a designation of similar effect on every certificate of insurance, with the exceptions of Workers Compensation and Professional Liability Insurance.

Notwithstanding the forgoing, Licensee may, in its sole discretion, self insure any of the required insurance under the same terms as required by this Agreement. In the event Licensee elects to self-insure its obligation under this Agreement to include Licensor as an additional insured, the following conditions apply:

- (i) Licensor shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; and
- (ii) Licensor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and
- (iii) Licensor shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

18.7 Licensee shall promptly notify Licensor in writing of any and all claims for damages, including but not limited to damage to property, bodily injury or death of persons allegedly arising out of Licensee's Attachments to any Pole.

## **SECTION 19. BOND**

- 19.1 Licensee shall furnish and maintain throughout the term of this Agreement and thereafter until all of the obligations of Licensee have been fully performed, a bond or other evidence of continuous contractual insurance coverage satisfactory in form and content to Licensor, in the amount of FIVE THOUSAND and 00/100 (\$5,000.00) dollars in favor of Licensor to guarantee the payment of any sums which may become due Licensor for rentals, inspections, inventories, work

performed for the benefit of Licensee under this Agreement, including the removal of Attachments upon the termination of this Agreement, or for any expense that may be incurred by Licensor because of any default of Licensee.

## **SECTION 20. TAXES**

- 20.1 Licensee shall pay all taxes, assessments, fees and other governmental charges of any kind whatsoever properly levied or assessed against it or against Licensee's business with regards to its Attachments, including, without limitation, all franchise, license, permit and other fees due to cities or other governmental entities.

## **SECTION 21. ASSIGNMENTS**

- 21.1 Licensee shall not, without prior written consent of Licensor, transfer, assign, delegate, or sublet any of its rights or obligations under this Agreement, provided that no prior consent shall be required for Licensee to transfer, assign, or delegate its rights and obligations hereunder to any entity controlling, controlled by or under common control with the Licensee, any entity which may purchase all or substantially all of Licensee's assets, or to any entity that may survive by merger or consolidation of Licensee.
- 21.2 No permitted transfer, assignment, delegation or subletting by Licensee shall release or relieve Licensee of any of its obligations under this Agreement and Licensee shall remain fully obligated and liable to Licensor under this Agreement. Notwithstanding the foregoing, Licensee shall be released and relieved from any and all such obligations to Licensor upon assumption of the Agreement by such permitted successor.
- 21.3 Licensor may transfer, assign or delegate any of its rights or obligations under this Agreement at any time without the consent of or prior written notice to Licensee. Licensor shall notify Licensee of any such transfer, assignment or delegation within thirty (30) days thereof.
- 21.4 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns where assignment is permitted by this Agreement.

## **SECTION 22. APPLICABLE LAW**

- 22.1 This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Texas. This Agreement is executed and delivered incident to a transaction negotiated (at least in part), consummated and performable in part Waller County, Texas, and shall be governed, construed, and interpreted as to validity, enforcement, and in all other respects in accordance with the laws of the State of Texas, and the laws of the United States of America, as applicable. The county in which

Licensors principal office is Waller County, Texas, and such county shall be the proper place of venue to enforce payment or performance under this Agreement. Licensee irrevocably agrees that any legal proceeding arising out of or in connection with this Agreement shall be brought in the state court of appropriate jurisdiction in Waller County, Texas, or in the United States District Court for the District in which the Licensor is located.

## **SECTION 23. ENTIRE AGREEMENT**

- 23.1 This Agreement and all exhibits hereto shall constitute the entire Agreement of the Parties pertaining to the subject of this Agreement and supersedes all prior agreements, negotiations, undertakings, understandings, proposals, statements and representations, whether written or oral concerning such matters, which are by mutual consent hereby abrogated and superseded by this Agreement.

## **SECTION 24 NOTICE**

- 24.1 Any notice required to be given or made in connection with this Agreement shall be in writing unless specifically address herein and shall be deemed properly or sufficiently given or made by, facsimile transmission, certified or registered mail, express mail or other overnight delivery service, electronically mailed or hand delivered, proper postage or other charges prepaid and addressed or directed to the respective representative of the Parties below:

Licensors: City of Hempstead  
Mayor Dave Shelburne  
1125 Austin St.  
Hempstead Tx.  
77445

**Licensee:**

- 24.2 Any notice given or made pursuant to or in connection with this Agreement shall be effective as of the time of receipt by the Party to whom such notice is addressed.

## **SECTION 25. MODIFICATION AND WAIVER**

- 25.1 Modifications to this Agreement shall only be effective when submitted in writing and signed by the duly authorized representatives of the Parties. Such modifications, to be effective, shall expressly be identified as a modification with specific references to the provisions of this Agreement to be modified. Any modification shall be effective on the date such modification is signed by both Parties, unless such modification expressly provides for a different effective date.
- 25.2 No duties or rights under this Agreement shall be waived except as expressly provided in this Agreement or unless the Party having the right expressly waives such duties or rights in writing so stating it is a waiver. No course of dealing, or failure to enforce or insist upon compliance with any or the terms or conditions of this Agreement, shall constitute or be construed as a waiver or relinquishment of any term, right or condition, but the same shall remain at all times in full force and effect.

## **SECTION 26. HEADINGS**

- 26.1 The headings in this Agreement are inserted for convenience of reference only and shall in no way be considered in the interpretation of this Agreement.

## **SECTION 27. INTERPRETATION**

- 27.1 The Parties intend that no provision of the Agreement shall be construed against or interpreted to the disadvantage of any Party by the court or other governmental or judicial authority by reason of such Party having or being deemed to have prepared, structured or dictated such provision.

## **SECTION 28. TERM**

- 28.1 This Agreement shall continue in force and effect for a period of five (5) years from and after the effective date of this Agreement as stated above, and thereafter from year to year unless terminated by either Party by giving by giving ninety (90) days written notice of its intention to do so.
- 28.2 Upon termination of this Agreement, Licensee shall have one hundred and twenty (120) days to remove the Attachments from Licensor's Poles. All provisions of this Agreement other than Licensee's right to make additional Attachments shall remain in effect until the Attachments are removed. Failing Licensee's removal of the Attachments within this time period, Licensor shall have the right to remove the Attachments at Licensee's expense.

- 28.3 Notwithstanding any other provisions to the contrary, the covenants of Licensee to indemnify and hold harmless Licensor, including without limitation, all provisions of Section 17 of this Agreement shall survive any termination of this Agreement and remain in full force and effect.

## **SECTION 29.FORCE MAJEURE**

- 29.1 Neither Party shall be held liable for any delay or failure in performance on any part of the Agreement, other than the obligation to pay money due hereunder, from any cause beyond the Party's control and not due to such Party's fault or negligence, such as, but not limited to, acts of civil or military authority, acts of nature, changed governmental regulations, embargoes, epidemics, riots, fires, wars, terrorists acts, insurrections, explosions, earthquakes, floods, strikes, power blackouts, unusually severe weather conditions, or the inability to secure products and supplies.

## **SECTION 30. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

- 30.1 Each party represents and warrants that (a) it has full authority to enter into and perform this Agreement; (b) this Agreement does not conflict with any other document or agreement to which it is a party or is bound, and this Agreement is fully enforceable in accordance with its terms; (c) it is a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed; (d) the execution and delivery of this Agreement and performance hereunder will not conflict with or violate or constitute a breach or default under its formation documents and will not violate any law, rule or regulation applicable to it; and (e) no consents need be obtained from any governmental agency or regulatory authority to allow it to execute, deliver and perform its obligations under this Agreement.
- 30.2 Licensee represents and warrants that it has obtained all required authorizations, and covenants that it will maintain and comply with the required authorizations throughout the Term.
- 30.3 Each party shall be responsible for obtaining its own rights-of-way and easements. LICENSOR DOES NOT REPRESENT OR WARRANT THAT ANY OF IT RIGHTS-OF-WAY OR EASEMENTS ENTITLE LICENSEE TO ACCESS THE PROPERTY UNDERLYING LICENSOR'S POLES. Licensor shall not be liable should Licensee at any time be prevented from placing or maintaining its Attachments on Licensor's poles because Licensee failed to obtain appropriate rights-of-way or easements. Licensor may require Licensee to demonstrate that it has secured its own rights-of-way or easements prior to authorizing any Attachments, if such a requirement is imposed, the time for Licensor to respond to Licensee's Application shall be tolled pending Licensee's response. Consistent with the terms and conditions of this Agreement, Licensor shall permit Licensee access to Licensor's distribution poles and related overhead

and other easements. Further, Licensee's use of the overhead or other easements is contingent on, and may be prevented or otherwise constrained by, the extent to which such use is permissible under applicable contracts and instruments between Licensor and other entities, and under federal, state and local laws and regulations. THIS AGREEMENT APPLIES ONLY TO HEMPSTEAD DISTRIBUTION POLES, AND DOES NOT PERMIT ACCESS OR AFFIXING OF ATTACHMENTS TO TRANSMISSION TOWERS OR OTHER PROPERTY OF HEMPSTEAD.

- 30.4 THERE ARE NO WARRANTIES UNDER THIS AGREEMENT EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH HEREIN. THE PARTIES SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF LICENSOR'S DISTRIBUTION POLES.

**IN WITNESS WHEREOF**, the Parties, each in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first above-written; provided, however, that this Agreement shall not become effective as to either Party until executed by both Parties.

**City of Hempstead**

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SPARKLIGHT**

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit "A"**  
**Permit Application**

Licensee Permit No. _____	Licensor Permit No. _____
Location/Exchange _____ Date _____	
20__ Waller, County Texas	
In accordance with the terms and conditions of the Pole License Agreement between City of Hempstead and Sparklight (Licensee) application is hereby made for (placement) (removal) (modification) of Attachments on Poles as indicated below and on the attached drawing and/or map. I hereby certify that, upon final inspection of completed work, all Attachments fully comply with the National Electrical Safety Code (NESC), edition in effect at the time of attachment and no Attachments will be in violation of NESC as the result of said Attachments.	
Licensee: _____	
Number of Poles	added                      removed                      modified                      overlash
By: _____	
Title: _____	
Phone: _____	
Email: _____	
Engineer Contact name: _____	
Phone: _____	
Email: _____	

Licensor (conditionally approves) (denies) Licensee's Permit Application to place Attachments on Licensor's Poles.
Licensor: _____
By: _____
Title: _____
Phone: _____
Email: _____
Date: _____

Construction Completion Notification
All construction work has been completed and Attachments are ready for post-construction inspection.
Licensee: _____
Name: _____
Title: _____
Phone: _____
Email: _____
Date: _____

Post-construction inspection has been completed and the status of this Permit Application is hereby changed from conditionally approved to approved.
Licensor: _____
Name: _____
Title: _____ Phone: _____
Date: _____



**Exhibit "A"**  
**Permit Application (Continued)**

Pole Number	Comments	Added	Removed	Modified	Overlash
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# Transparency

Tax Allocations

## City Sales and Use Tax Comparison Summary January 2022

 Download and further analyze current and historic data using the Texas Open Data Center [External Link: undefined](#).

 NOTE: Some jurisdictions may have changed tax rates, thus affecting the comparison. See Local Sales Tax Rate Information Report [[comptroller.texas.gov/taxes/sales/rate-report.php](http://comptroller.texas.gov/taxes/sales/rate-report.php)] for a list of jurisdictions who have changed rates in the preceding 14 months.

U/C = Unable To Compute Percentage Change

 Total Net Payments This Period: **\$634,913,048.59**; Comparable Payment Prior Year: **\$505,562,038.33**; Percent Change: **25.59%**

 Total Payments YTD: **\$634,913,048.59**; Total Prior Year Payment YTD: **\$505,562,038.33**; Percent Change: **25.59%**

Search

City	Net Payment This Period	Comparable Payment Prior Year	% Change	Payment YTD	Prior Year Payment YTD	% Change
Haskell	\$56,733.30	\$56,629.53	0.18%	\$56,733.30	\$56,629.53	0.18%
Haslet	\$636,954.40	\$422,104.31	50.89%	\$636,954.40	\$422,104.31	50.89%
Hawk Cove	\$3,565.51	\$4,675.32	-23.73%	\$3,565.51	\$4,675.32	-23.73%
Hawkins	\$34,763.41	\$29,025.49	19.76%	\$34,763.41	\$29,025.49	19.76%
Hawley	\$19,484.37	\$8,789.86	121.66%	\$19,484.37	\$8,789.86	121.66%
Hays	\$2,480.85	\$1,329.34	86.62%	\$2,480.85	\$1,329.34	86.62%
Hearne	\$114,959.82	\$100,773.58	14.07%	\$114,959.82	\$100,773.58	14.07%
Heath	\$202,486.51	\$177,903.00	13.81%	\$202,486.51	\$177,903.00	13.81%
Hebron	\$9,881.57	\$8,289.04	19.21%	\$9,881.57	\$8,289.04	19.21%
Hedley	\$806.84	\$680.69	18.53%	\$806.84	\$680.69	18.53%
Hedwig Village	\$178,783.93	\$154,955.80	15.37%	\$178,783.93	\$154,955.80	15.37%
Helotes	\$594,866.76	\$610,061.26	-2.49%	\$594,866.76	\$610,061.26	-2.49%
Hemphill	\$37,947.19	\$41,991.92	-9.63%	\$37,947.19	\$41,991.92	-9.63%
Hempstead	\$174,445.51	\$144,176.00	20.99%	\$174,445.51	\$144,176.00	20.99%
Henderson	\$583,645.03	\$450,952.36	29.42%	\$583,645.03	\$450,952.36	29.42%
Henrietta	\$62,292.90	\$55,521.83	12.19%	\$62,292.90	\$55,521.83	12.19%
Hereford	\$255,853.25	\$218,559.70	17.06%	\$255,853.25	\$218,559.70	17.06%
Hewitt	\$376,049.00	\$239,971.07	56.70%	\$376,049.00	\$239,971.07	56.70%
Hickory Creek	\$168,266.75	\$151,599.73	10.99%	\$168,266.75	\$151,599.73	10.99%
Hico	\$43,517.82	\$36,268.37	19.98%	\$43,517.82	\$36,268.37	19.98%

 Rows 441 to 460 of 1168 Total 

 If you have questions about Tax Allocation Payment Distribution Schedule, please contact us [<mailto:Taxalloc.RevAcct@cpa.texas.gov>].