AGENDA
REGULAR MEETING
HELOTES CITY COUNCIL
April 8, 2021
7:00 p.m.

The City of Helotes City Council will meet for a Regular Meeting on Thursday, April 8, 2021 at 7:00 p.m. in the City Hall Council Chambers, 12951 Bandera Road, Helotes, Texas 78023. This is an open meeting, subject to the open meeting laws of the State of Texas.

SUPPLEMENTAL NOTICE OF PARTICIPATION BY TELEPHONE CONFERENCE

As a result of COVID-19, the Governor of Texas issued an order on March 16, 2020, suspending various provisions of the Open Meetings Act, which now authorizes the participation in a meeting by videoconference and / or teleconference. In order to advance the public health goal of physical distancing, the City of Helotes City Council will conduct this regular meeting by telephone conference. No in person input will be allowed. To speak remotely, register in advance by using the fillable Citizen Comment Form on the City website. The comment form is due by 12:00 pm on Thursday, April 8. Once the comment form is received, the speaker will receive a confirmation email with the toll-free phone number and access code. Speakers will be placed in a queue until their time to speak. Watch the livestream meeting broadcast on the City's YouTube channel. The digital meeting packet is available on the City website.

1. Call to order.

   - Invocation.
   - Pledge of Allegiance.

PUBLIC HEARING:

2. Public Hearing to give all interested persons the right to appear and be heard on a request by New Leaf Homes, LLC on a replat establishing Bricewood Subdivision, Unit-3B, Lots 14 to 23, Block 15, generally located on Galm Road.

OPEN SESSION:

3. Citizens to be Heard. ***The City Council shall not discuss any presented issue, nor may any action be taken on any issue at this time (Attorney General Opinion JC-0169). The Council will accept comments from citizens of the City of Helotes and its Extraterritorial Jurisdiction (ETJ) only. Comments are limited to three (3) minutes, and this time is not transferable. Each person may only speak once. No profanity or threats will be tolerated.***

CONSENT AGENDA (ITEM NOS. 4 - 8):

All Consent Agenda items listed below are considered routine by City Staff and are intended to be enacted by one motion. There will be no separate discussion of these items, unless a Councilmember requests it, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

4. Approval of the minutes of the Regular Meeting dated March 25, 2021. (Staff)

5. Approval of the Fiscal Year Ending (FYE) 2021 City of Helotes Revenue and Expense, Balance Sheet, and Encumbrance Reports dated March 31, 2021. (Staff)

6. Approval of cancelling the April 22, 2021 City Council Regular Meeting due to City Hall Council Chambers being used as a voting center for the May 1, 2021 Election. (Staff)

7. Approval of a Resolution of the City Council of the City of Helotes, Texas authorizing the closure of portions of Old Bandera, Bandera (S.H. 16), Leslie, Signal Hill and Rainbow Ridge Roads during certain hours for the 54th Annual Helotes Cornyval Parade; approving a parade route; and approving notification to the Texas Department of Transportation (TxDOT). (Staff)

8. Approval of a Stormwater Management Plan, Version 3, pursuant to Municipal Code of Ordinances Chapter 34 *Environment*, Article IV *Stormwater Detention and Drainage*, for Helotes Retail Center located at 14108 Bandera Road, Helotes, Texas 78023, more particularly described as BCAD Prop. ID No. 242105. (Applicant)

ITEMS FOR INDIVIDUAL CONSIDERATION:

9. Discussion of and action on a final replat, pursuant to Municipal Code of Ordinances Chapter 78 *Subdivisions*, Section 78-74 *Replatting without Vacating Previous Plat*, establishing Bricewood Subdivision, Unit-3B, Lots 14 to 23, Block 15, and replatting Bricewood Subdivision, Unit-3A, Lots 1 to 9, Block 26, recorded in Volume 20001, Pgs. 1364 – 1365, of the Official Public Records of Bexar County, Texas. (Applicant)

10. Discussion of and action on a request by Maria Cordoneda for approval of a wall sign pursuant to Municipal Code of Ordinances Chapter 66 *Signs*, Section 66-51 *Commercial Signs: Projecting, Wall and Hanging, or In / On Windows,* subparagraph (b) *Wall Signs* for Farmers Insurance located at 13663 #2 Bandera Road, Helotes, Texas 78023, more particularly described as BCAD Prop. ID No. 242310. (Applicant)

11. Discussion of and action on a request by Colleen Miller for approval of wall signage pursuant to Municipal Code of Ordinances Chapter 98 *Zoning*, Section 98-72 *Old Town Helotes Special District*, Subparagraph (g)(6)(b)(2) *Commercial Signs – Projecting, Wall, Hanging, or In/On Windows* for Helotes Creek Winery located at 14391 #2 Old Bandera Road, Helotes, Texas 78023, more particularly described as BCAD Prop. ID No. 1151554. (Applicant)

ITEMS FOR INDIVIDUAL CONSIDERATION contd.:

12. Discussion of and action on an Ordinance of the City Council of the City of Helotes, Texas amending Municipal Code of Ordinances Chapter 86 *Traffic and Vehicles* by adding Article VIII *Recreational Vehicles* for the purpose of establishing standards on the parking and storage of recreational vehicles and prohibiting the permanent or temporary habitation use of recreational vehicles. (Staff)

13. Discussion of and action on an Ordinance of the City Council of the City of Helotes, Texas amending Municipal Code of Ordinances Chapter 74 *Parks, Streets, Sidewalks and other Public Places* by revising Article III *Right-of-Way Management Regulations,* Division 2 *Technical Specifications,* Section 74-114 *Attachments to Poles* and by adding Article IV *Right of Way Management Regulations for Wireless Network Providers* to establish regulations on the physical use, occupancy, and maintenance of city rights-of-way by Wireless Network Providers. (Staff)

Adjourn into Closed Session.

CLOSED SESSION:

14. Closed Session in accordance with Texas Government Code §551.072 *Deliberation Regarding Real Property*. In addition to the matters listed below, any matter scheduled for Open Session may be discussed in Closed Session, as appropriate and authorized by law:

    - §551.072 *Deliberation Regarding Real Property* - To review the terms of acquistion on the purchase of real property for municipal purposes.

Adjourn into Open Session.

ITEMS FOR INDIVIDUAL CONSIDERATION:

15. Discussion of and action on authorizing the Mayor to approve the terms of acquistion on the purchase of real property for municipal purposes. (City Council)

Adjourn meeting.

The City Council reserves the right to adjourn into Closed Session at any time during the course of this meeting to discuss any of the exceptions to the requirement that a meeting be open to the public, in accordance with Texas Government Code, Chapter 551 *Open Meetings*, Subchapter D *Exceptions to Requirement that Meetings be Open*. No action may be taken in Closed Session.

Thomas A. Schoolcraft, Mayor

I certify that this Agenda was posted on April 1, 2021 at 4:00 p.m.

Celina Perez, City Secretary

Notice of Public Hearing
Planning & Zoning Commission
April 6, 2021

The City of Helotes Planning & Zoning Commission will hold a Public Hearing on April 6, 2021 at 7:00 p.m. in the City Hall Council Chambers, 12951 Bandera Road, Helotes, Texas 78023 to receive public comments on a request by New Leaf Homes, LLC on a replat establishing Bricewood Subdivision, Unit-3B, Lots 14 to 23, Block 15, generally located on Galm Road, Helotes, Texas 78023.

Notice of Public Hearing
City Council
April 8, 2021

The City of Helotes City Council will hold a Public Hearing on April 8, 2021 at 7:00 p.m. in the City Hall Council Chambers, 12951 Bandera Road, Helotes, Texas 78023 to give all interested persons the right to appear and be heard on a request by New Leaf Homes, LLC on a replat establishing Bricewood Subdivision, Unit-3B, Lots 14 to 23, Block 15, generally located on Galm Road, Helotes, Texas 78023.

I certify the notice was posted on March 12, 2021 at 3:30 p.m.

Celina Perez

Celina Perez, City Secretary

Published March 11, 2021 in San Antonio Express News

Agenda Item No. 2

HEARST

MEDIA SOLUTIONS

San Antonio Express News | ExpressNews.com | mySA.com

NOTICE OF PUBLIC HEARINGS

The City of Helotes Planning & Zoning Commission will hold a Public Hearing on Apr. 6, 2021 and City Council will hold a Public Hearing on Apr. 8 at 7 pm in the City Hall Chambers, 12951 Bandera Rd., Helotes, TX 78023 to receive public comments on a request by New Leaf Homes, LLC on a replat establishing Bricewood Sub., Unit-3B, Lots 14 to 23, Blk 15, generally located on Galm Rd. Learn more at www.helotes-tx.gov.

SAN ANTONIO EXPRESS - NEWS
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared: Geena Garza, who after being duly sworn, says that she is the Bookkeeper of HEARST NEWSPAPERS, LLC - dba: SAN ANTONIO EXPRESS - NEWS, a newspaper published in Bexar County, Texas and that the publication, of which the annexed is a true copy, was published to wit:

Customer ID	Customer	Order ID	Publication	Pub Date
20000334	CITY OF HELOTES	34100983	SAE Express-News	03/11/21

Geena Garza

Geena Garza
Bookkeeper

Sworn and subscribed to before me, this 17th **day of** March **A.D.** 2021

Notary public in and for the State of Texas

Monique Egan

NOTARY PUBLIC STATE OF TEXAS

MONIQUE EGAN
My Notary ID # 3183735
Expires June 3, 2024

March 16, 2021

New Leaf Homes, LLC
C/O: Fred Ghavidel
PO Box 5310
San Antonio, Texas 78201

Dear Mr. Ghavidel,

The City of Helotes Planning & Zoning Commission will hold a Public Hearing on April 6, 2021 at 7:00 p.m. in the City Hall Council Chambers, 12951 Bandera Road, Helotes, Texas 78023 to give all interested persons the right to appear and be heard on a request by New Leaf Homes, LLC, on a replat establishing Bricewood Subdivision, Unit-3B, Lots 14 to 23, Block 15, generally located on Galm Road, Helotes, Texas 78023.

Additionally, the City of Helotes City Council will hold a public hearing on April 8, 2021 at 7:00 p.m. regarding the same request as noted above. This public hearing will also be held in the City Hall Council Chambers, 12951 Bandera Road, Helotes, Texas 78023.

Although not required, it would probably be advantageous for you, or your engineer, to be present at these meetings.

The City of Helotes Planning and Zoning Commission and the City Council reserve the right, as otherwise permitted by law, to amend this notice by the publication of an amended notice on the official municipal website www.helotes-tx.gov (*Notices*), and by the posting of official notice of the public hearing with the agenda for the meeting at which the hearing will take place in the manner required by Tex. Gov't Code Ann. Sec. 551.043. Members of the public are requested to check all official postings and the meeting agenda prior to the commencement of the public hearing.

Should you have any additional questions, please feel free to contact me at 210-695-5911 or citysec@helotes-tx.gov.

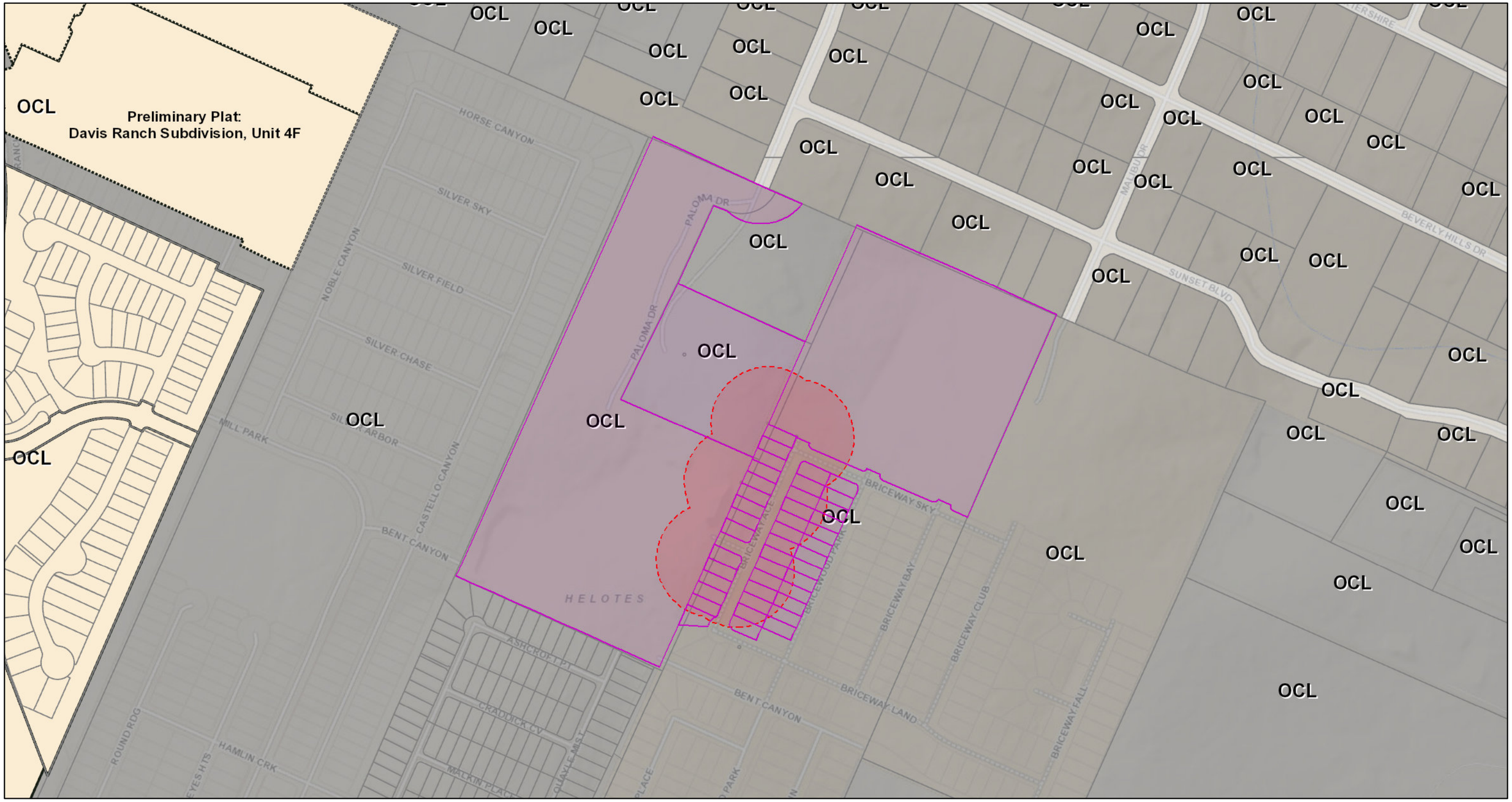
Sincerely,

Celina Perez

Celina Perez, City Secretary

CC: Dr. Salah E. Diab, PhD., P.E - Seda Consulting Engineers, Inc. sed-seda@satx.rr.com

Bricewood Sub. Unit-3B Replat Mail Out - 200 FT.



March 17, 2021

1:4,000

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polygonLayer
- Override 1

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multipointLayer
- Override 1

- Community Service Centers
- Pre-K Sites
- CoSA Parcels
- BCAD Parcels
- Recorded Plats
- Preliminary Plats

Zoning
- Arts & Entertainment, Entertainment District
- Neighborhood Preservation, Residential
- Multi-Family
- Commercial
- Industrial, Quarry, Sand/Gravel
- Business Park, Office
- Downtown, Form Based Zoning
- Farm/Ranch, Golf, Resource Preservation
- Special Districts
- Military
- Outside City Limits
- Un-Zoned
- COSA City Limit Boundary

City of San Antonio GIS
Copyright 3-17-2021

MEGAN RAE BRAUN
10851 PALMOA DR #2
HELOTES, TX 78023

GROTHUES FINANCIAL LTD
3619 PAESANOS PKWY STE 312
SAN ANTONIO, TX 78231

Note: Total of 45 lots within 200 ft, however, 43 lots are owned by applicant.

March 17, 2021

Dear Property Owner,

The City of Helotes Planning & Zoning Commission will hold a Public Hearing on April 6, 2021 at 7:00 p.m. in the City Hall Council Chambers, 12951 Bandera Road, Helotes, Texas 78023 to give all interested persons the right to participate and be heard on a request by New Leaf Homes, LLC, on a replat establishing Bricewood Subdivision, Unit-3B, Lots 14 to 23, Block 15, generally located on Galm Road, Helotes, Texas 78023.

Additionally, the City of Helotes City Council will hold a public hearing on April 8, 2021 at 7:00 p.m. regarding the same request as noted above. This public hearing will also be held in the City Hall Council Chambers, 12951 Bandera Road, Helotes, Texas 78023.

You are being notified of this virtual public hearing because you own property within 200 feet of the subject property as it appears on this date in the BCAD Map. You are invited to send in comments, if any, on this matter. Please send written comments via mail to City Secretary, PO Box 507, Helotes, Texas 78023 or via email to citysec@helotes-tx.gov. Written comments may also be delivered in person to Helotes City Hall, 12951 Bandera Road, Helotes, Texas 78023.

The City of Helotes Board of Adjustment reserves the right, as otherwise permitted by law, to amend this notice by the posting of an amended notice on the official city website at www.helotes-tx.gov (*Notices*), and by posting an official notice of the public hearing and agenda for the meeting, at which the hearing will take place in the manner required by Tex. Gov't Code Ann. Sec. 551.043. Members of the public are requested to check all official postings and the meeting agenda prior to the commencement of the public hearing.

For more information, visit *Notices* on the city website at www.helotes-tx.gov. Thank you for your interest on this matter.

Celina Perez

Celina Perez, City Secretary

MINUTES
REGULAR MEETING
HELOTES CITY COUNCIL
MARCH 25, 2021

The City of Helotes City Council met for a regular meeting Thursday, March 25, 2021 at 7:00 p.m. in the City Hall Council Chamber, 12951 Bandera Road, Helotes, Texas. This was an open meeting, subject to the open meeting laws of the State of Texas. Due to COVID-19, this meeting was conducted via teleconference.

Present: Thomas A. Schoolcraft, Mayor
Bert Buys, Mayor Pro Tem
Craig Sanders
Linda Salazar
Cynthia Massey
Paul Friedrichs

Staff Present: Marian Mendoza, City Administrator
Celina Perez, City Secretary

1. Call to Order.

Mayor Schoolcraft called the meeting to order at 7:00 p.m. Council Member Massey led the invocation. Mayor Schoolcraft led the pledge to the U.S. flag and the Texas flag.

PUBLIC HEARING:

2. Public Hearing on a proposal for the City of Helotes Economic Development Corporation (EDC) to fund a Small Business Assistance Grant Program that will offer grants to businesses in the City of Helotes that have been impacted by COVID-19. The grant program qualifies as an economic development "Project," as defined by Texas Local Govt. Code Chapter 505 *Type B Corporations*.

Mayor Schoolcraft opened the public hearing at 7:01 pm. No one signed up to speak. Mayor Schoolcraft closed the public hearing at 7:02 pm.

OPEN SESSION:

3. Citizens to be Heard.

No one signed up to speak on this item.

CONSENT AGENDA (ITEM NOS. 4 - 5): All items marked with an asterisk (**) on the consent agenda were voted on by one motion. Motion was made by Council Member Sanders, second by Council Member Friedrichs, to approve items 4 and 5 on the consent agenda. Motion to approve carried unanimously.

4. **Approval of the minutes of the Regular Meeting dated March 11, 2021. (Staff)**

DRAFT

5. Approval of an Ordinance of the City Council of the City of Helotes, Texas amending Municipal Code of Ordinances Chapter 78 *Subdivisions*, Appendix A *Plat Certificates*, by removing Section 4A *Approval of Planning and Zoning Commission*. (Staff)**

ITEMS FOR INDIVIDUAL CONSIDERATION:

6. Presentation by Armstrong, Vaughan, & Associates, P.C. and discussion of and action on the Fiscal Year Ending (FYE) 2020 Comprehensive Annual Financial Report (CAFR) for the City of Helotes and the City of Helotes Economic Development Corporation. (Auditor)

Kim Roach, presented a financial report summary on the audit for the fiscal year ended September 30, 2020. Kim reported on required audit communications and provided financial data on the general fund balance. It was pointed out that the City's unrestricted general fund balance increased from 2.9 months to 3.4 months, putting the City in a much healthier position. The Government Finance Officers Association (GFOA) recommends maintaining a 2 to 5 month level of unrestricted fund balance to mitigate against future risks. Kim also shared that the City brings in 40% of revenue from sales tax, 40% of revenue from ad valorem property tax, and 20% of revenue from other sources. Overall, the City is very strong financially and there were no findings or suggestions for improvement. Kim concluded by stating the audit received an unmodified opinion, which is the best opinion an audit can receive. An unmodified opinion states that the financial statements are presented fairly and in conformity with the Governmental Accounting Standards Board (GASB).

Motion was made by Council Member Massey, second by Council Member Sanders, to accept the Fiscal Year Ending (FYE) 2020 Comprehensive Annual Financial Report (CAFR) for the City of Helotes and the City of Helotes Economic Development Corporation as presented.

Motion to approve carried unanimously.

7. Discussion of and action on a Resolution of the City Council of the City of Helotes, Texas approving a grant application submission for a Safe Routes to School (SRTS) Sidewalk Project to the Alamo Area Metropolitan Planning Organization (AAMPO) Surface Transportation Block Grant (STBG) Program for funding of transportation alternative projects. (Staff)

Mayor Schoolcraft advised Item No. 7 would be pulled and Staff would come back to Council with a reworked proposal.

8. First reading on a Resolution of the City Council of the City of Helotes, Texas, approving a project of the Helotes Economic Development Corporation (EDC) to establish a second Small Business Assistance Grant Program that will offer grants to qualified businesses within the corporate limits of Helotes that have been impacted by COVID-19. (Staff)

Mayor Schoolcraft announced the first reading of this Resolution, as required by Section 505.158 of the Local Government Code.

DRAFT

9. Second and final reading, and discussion of and action on a Resolution of the City Council of the City of Helotes, Texas, approving a project of the Helotes Economic Development Corporation (EDC) to establish a second Small Business Assistance Grant Program that will offer grants to qualified businesses within the corporate limits of Helotes that have been impacted by COVID-19. (Staff)

On March 3, 2021, HEDC Directors John Kodosky and Melody Cooper presented an agenda item to the HEDC Board of Directors to discuss the creation of a second Small Business Assistance Grant Program for businesses in the City of Helotes whom have been affected by COVID-19. The EDC Board of Directors approved to temporarily redirect funds that were approved on October 16, 2019 for the construction of the spray park/splash pad at the Helotes Fitness and Disc Golf Course and for sidewalks along Riggs Road/Old F.M. 1560. This grant program will allow more small businesses to apply, by allowing area non-profits that contribute to the local community and/or provide for tourism through events, to participate. Additionally, businesses who received Bexar County COVID-19 grant funds thru the Lift Fund Small Business Disaster Relief Programs would be eligible for reduced HEDC grants. The complete list of eligibility requirements will be posted on the EDC website. Total funding for the second grant program is up to $475,000.00, with each applicant eligible to receive up to $25,000.00.

Motion was made by Council Member Friedrichs, second by Council Member Buys, to discuss and act on this item as written.

Motion to approve the second and final reading of this Resolution carried unanimously.

10. Discussion of and action on a Resolution of the City Council of the City of Helotes, Texas approving the City of Helotes Economic Development Corporation Fiscal Year Ending (FYE) 2021 Strategic Work Plan. (Staff)

Motion was made by Council Member Massey, second by Council Member Buys, to discuss and act on this item as written.

The general consensus of Council was that FYE 2021 Strategic Work Plan was clear and contained more realistic goals, in comparison to the FYE 2019 Strategic Work Plan. The Council commended the technical support from HEDC Staff and the current HEDC Board of Directors, and went on to acknowledge how well the current HEDC Board of Directors are working together.

Motion to approve carried unanimously.

11. Discussion of and action on a Resolution of the City Council of the City of Helotes, Texas approving a Joint Participation Agreement to Contribute Right of Way Funds (Fixed Price) in the amount of One Thousand Seven Hundred Three Dollars ($1,703.00) between the City of Helotes and the State of Texas, acting through the Texas Department of Transportation (TxDOT), for the municipal portion of costs associated with acquiring necessary rights-of-way for highway improvements to State Highway 16 (Bandera Road) from 0.3 mile west of F.M. 1560 / Leslie Road to State Loop 1604; and authorizing the Mayor to execute the Agreement on behalf of the City of Helotes. (Staff)

DRAFT

Motion was made by Council Member Buys, second by Council Member Sanders, to discuss and act on this item as written.

Motion to approve carried unanimously.

CLOSED SESSION:

Mayor Schoolcraft read the caption below and adjourned the meeting into closed session at 8:00 pm.

12. Closed Session in accordance with Texas Government Code §551.072 *Deliberation Regarding Real Property*. In addition to the matters listed below, any matter scheduled for Open Session may be discussed in Closed Session, as appropriate and authorized by law:

- **§551.072 *Deliberation Regarding Real Property* - To consider the purchase of a real property interest for municipal purposes.**

Mayor Schoolcraft convened the meeting into open session at 8:24 pm and announced that no action had been taken in closed session.

ITEMS FOR INDIVIDUAL CONSIDERATION:

13. Discussion of and action on authorizing the Mayor to engage the services for the possible acquisition of real estate for municipal purposes. (City Council)

Motion was made by Council Member Massey to approve authorizing the Mayor to engage the services for the possible acquisition of real estate for municipal purposes. The motion was seconded by Council Members Buys.

Motion to approve carried unanimously.

Adjourn

With no more business to come before Council, Mayor Schoolcraft adjourned the meeting at 8:26 p.m.

_____
Thomas A. Schoolcraft, Mayor

ATTEST:

_____
Celina Perez, City Secretary

DRAFT

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

01 -GENERAL FUND
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
PROPERTY TAXES	3,210,000.00	(62,869.91)	3,102,906.47	107,093.53	96.66
NON-PROPERTY TAXES	3,065,084.00	332,375.79	1,998,192.54	1,066,891.46	65.19
FRANCHISE TAXES	696,651.00	110,512.78	293,126.16	403,524.84	42.08
LICENSES & FEES	438,600.00	31,468.84	165,363.37	273,236.63	37.70
MUNICIPAL COURT FINES	549,486.00	58,200.62	301,792.58	247,693.42	54.92
MISCELLANEOUS REVENUE	297,412.00	17,323.53	53,650.27	243,761.73	18.04
FIRE DEPARTMENT REVENUE	140,300.00	1,296.41	50,688.66	89,611.34	36.13
DESIGNATED REVENUES	25,000.00	679.70	7,320.90	17,679.10	29.28
TOTAL REVENUES	8,422,533.00	488,987.76	5,973,040.95	2,449,492.05	70.92
EXPENDITURE SUMMARY					
CITY COUNCIL	3,500.00	0.00	268.85	3,231.15	7.68
ADMINISTRATION	1,837,506.12	35,039.20	1,109,851.19	727,654.93	60.40
DISPATCH	556,671.23	35,473.31	228,282.15	328,389.08	41.01
CITY SECRETARY	111,335.16	14,824.65	59,442.97	51,892.19	53.39
MUNICIPAL COURT	613,340.22	26,627.34	215,464.79	397,875.43	35.13
HUMAN RESOURCES	71,607.02	5,343.63	35,190.23	36,416.79	49.14
DEVELOPMENT SERVICES	366,249.36	13,848.53	123,001.71	243,247.65	33.58
ANIMAL CONTROL PUB WKS	523,965.57	34,233.57	230,064.75	293,900.82	43.91
BUILDING & GROUNDS	548,828.00	62,093.00	264,215.85	284,612.15	48.14
POLICE DEPARTMENT	1,867,307.09	124,815.26	911,007.36	956,299.73	48.79
FIRE DEPARTMENT	1,216,910.37	75,541.98	580,620.46	636,289.91	47.71
EMS	554,137.84	36,058.01	255,599.65	298,538.19	46.13
TOTAL EXPENDITURES	8,271,357.98	463,898.48	4,013,009.96	4,258,348.02	48.52
REVENUES OVER/(UNDER) EXPENDITURES	151,175.02	25,089.28	1,960,030.99	(1,808,855.97)	1,296.53

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

01 -GENERAL FUND
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PROPERTY TAXES					
400-3110 AD VALOREM	3,200,000.00	(64,334.77)	3,099,423.97	100,576.03	96.86
400-3120 DELINQUENT	10,000.00	1,464.86	3,482.50	6,517.50	34.83
TOTAL PROPERTY TAXES	3,210,000.00	(62,869.91)	3,102,906.47	107,093.53	96.66
NON-PROPERTY TAXES					
401-3140 SALES	3,023,384.00	331,526.37	1,989,588.81	1,033,795.19	65.81
401-3150 MIXED BEVERAGE	40,500.00	849.42	8,603.73	31,896.27	21.24
401-3170 BINGO	1,200.00	0.00	0.00	1,200.00	0.00
TOTAL NON-PROPERTY TAXES	3,065,084.00	332,375.79	1,998,192.54	1,066,891.46	65.19
FRANCHISE TAXES					
402-3200 ELECTRIC	405,000.00	89,624.90	179,249.80	225,750.20	44.26
402-3210 CABLE	90,500.00	0.00	23,644.12	66,855.88	26.13
402-3220 SOLID WASTE	65,000.00	0.00	25,310.20	39,689.80	38.94
402-3230 NATURAL GAS	54,000.00	16,087.92	16,087.92	37,912.08	29.79
402-3240 TELECOMMUNICATIONS	20,000.00	1,544.96	4,565.51	15,434.49	22.83
402-3250 WATER SYSTEM	34,000.00	0.00	22,318.01	11,681.99	65.64
402-3260 TELECOMMUNICATIONS TOWER	18,151.00	0.00	18,695.60	(544.60)	103.00
402-3270 TOWING FRANCHISE FEES	10,000.00	3,255.00	3,255.00	6,745.00	32.55
TOTAL FRANCHISE TAXES	696,651.00	110,512.78	293,126.16	403,524.84	42.08
LICENSES & FEES					
404-3300 BUILDING PERMITS	287,000.00	22,657.40	108,117.63	178,882.37	37.67
404-3305 REINSPECTION FEES	42,000.00	520.00	5,344.40	36,655.60	12.72
404-3310 SIGN PERMITS	4,000.00	537.64	1,886.47	2,113.53	47.16
404-3320 CERT OF OCCUPANCY PERMITS	3,000.00	375.60	1,252.00	1,748.00	41.73
404-3330 SUBCONTRACTOR PERMITS	4,000.00	653.50	3,670.30	329.70	91.76
404-3340 PLATTING FEES	25,000.00	3,000.50	19,458.75	5,541.25	77.84
404-3350 PLANNING & ZONING FEES	1,500.00	62.70	572.40	927.60	38.16
404-3359 ADDRESS CHANGE FEE	300.00	0.00	0.00	300.00	0.00
404-3370 ANIMAL CONTROL FEES	3,500.00	285.00	1,866.00	1,634.00	53.31
404-3380 FOOD LICENSES	25,000.00	526.10	1,493.10	23,506.90	5.97
404-3390 LIQUOR LICENSES	9,000.00	947.50	6,992.50	2,007.50	77.69
404-3460 PEDDLER LICENSES	1,300.00	0.00	181.12	1,118.88	13.93
404-3500 STREET CUT PERMITS	2,500.00	556.00	1,390.00	1,110.00	55.60
404-3504 FEES IN LIEU - DETENTION	5,000.00	0.00	4,253.20	746.80	85.06
404-3510 DRIVEWAY PERMITS	500.00	375.60	876.40	(376.40)	175.28
404-3520 TREE REMOVAL PERMITS	20,000.00	456.00	1,881.00	18,119.00	9.41
404-3530 FALSE ALARM FEES	2,000.00	100.00	3,300.00	(1,300.00)	165.00
404-3540 PD SPECIAL EVENTS	0.00	113.70	113.70	(113.70)	0.00
404-3570 FLOOD PLAIN DEV. PERMITS	3,000.00	301.60	2,714.40	285.60	90.48
TOTAL LICENSES & FEES	438,600.00	31,468.84	165,363.37	273,236.63	37.70

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

01 -GENERAL FUND
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
MUNICIPAL COURT FINES					
405-1010 COURT FINES	414,486.00	54,704.77	283,579.93	130,906.07	68.42
405-1020 WARRANT FINES	135,000.00	3,495.85	18,212.65	116,787.35	13.49
TOTAL MUNICIPAL COURT FINES	549,486.00	58,200.62	301,792.58	247,693.42	54.92
MISCELLANEOUS REVENUE					
406-1010 INTEREST EARNED	40,000.00	0.00	920.77	39,079.23	2.30
406-1020 MISCELLANEOUS	15,500.00	16,820.45	19,582.68	(4,082.68)	126.34
406-1021 TRANSFERS IN EDC MARKETING	110,000.00	0.00	450.00	109,550.00	0.41
406-1025 CREDIT CARD FEES	2,000.00	86.08	194.82	1,805.18	9.74
406-1050 REIMBURSEMENT FROM EDC	15,000.00	0.00	30,000.00	(15,000.00)	200.00
406-1080 DISPATCH FEES	5,004.00	417.00	2,502.00	2,502.00	50.00
406-1085 MARKETPLACE @ OTHSD	109,908.00	0.00	0.00	109,908.00	0.00
TOTAL MISCELLANEOUS REVENUE	297,412.00	17,323.53	53,650.27	243,761.73	18.04
FIRE DEPARTMENT REVENUE					
407-1050 FIRE DEPT SERVICE FEES	300.00	0.00	0.00	300.00	0.00
407-1055 EMS SERVICE FEES	140,000.00	1,296.41	50,688.66	89,311.34	36.21
TOTAL FIRE DEPARTMENT REVENUE	140,300.00	1,296.41	50,688.66	89,611.34	36.13
DESIGNATED REVENUES					
408-1060 IMPOUND FEES	25,000.00	679.70	7,320.90	17,679.10	29.28
TOTAL DESIGNATED REVENUES	25,000.00	679.70	7,320.90	17,679.10	29.28
TOTAL REVENUES	8,422,533.00	488,987.76	5,973,040.95	2,449,492.05	70.92

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

01 -GENERAL FUND
CITY COUNCIL
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
CONTRACTUAL SERVICES					
500-5203 SCHOOLS & SEMINARS	500.00	0.00	220.00	280.00	44.00
TOTAL CONTRACTUAL SERVICES	500.00	0.00	220.00	280.00	44.00
COMMODITIES					
500-5326 EXPENSE REIMBURSEMENT	1,200.00	0.00	0.00	1,200.00	0.00
500-5328 UNIFORM ALLOWANCE	1,800.00	0.00	48.85	1,751.15	2.71
TOTAL COMMODITIES	3,000.00	0.00	48.85	2,951.15	1.63
TOTAL CITY COUNCIL	3,500.00	0.00	268.85	3,231.15	7.68

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

01 -GENERAL FUND
ADMINISTRATION
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL					
510-5101 SALARIES	306,689.78	21,299.28	140,895.21	165,794.57	45.94
510-5102 OVERTIME	500.00	0.00	39.14	460.86	7.83
510-5103 SOCIAL SECURITY	22,928.57	1,530.53	10,427.56	12,501.01	45.48
510-5104 RETIREMENT	20,329.45	1,548.46	10,769.98	9,559.47	52.98
510-5105 HEALTH INSURANCE	20,948.00	1,309.62	7,790.68	13,157.32	37.19
510-5107 WORKER'S COMPENSATION	8,309.36	0.00	8,309.36	0.00	100.00
510-5108 UNEMPLOYMENT	1,053.00	0.00	0.00	1,053.00	0.00
510-5111 LONGEVITY PAY	2,330.00	0.00	2,330.00	0.00	100.00
510-5115 LIFE INSURANCE & DISABILITY	3,418.44	8.08	1,421.44	1,997.00	41.58
510-5116 VISION & DENTAL INSURANCE	2,194.52	103.68	614.40	1,580.12	28.00
TOTAL PERSONNEL	388,701.12	25,799.65	182,597.77	206,103.35	46.98
CONTRACTUAL SERVICES					
510-5200 COMMUNICATION EQUIPMENT	1,983.00	241.20	1,402.41	580.59	70.72
510-5201 BANK FEES	5,150.00	0.00	2,560.90	2,589.10	49.73
510-5202 MEMBERSHIPS & LICENSES	9,000.00	162.95	2,659.17	6,340.83	29.55
510-5203 SCHOOLS & SEMINARS	8,450.00	50.00	570.00	7,880.00	6.75
510-5204 ACCOUNTANT	450.00	0.00	0.00	450.00	0.00
510-5206 CITY ATTORNEY	35,000.00	2,897.66	4,439.16	30,560.84	12.68
510-5207 CITY AUDITOR	15,000.00	0.00	7,500.00	7,500.00	50.00
510-5208 BEXAR APPRAISAL DIST	18,672.00	4,525.00	9,050.00	9,622.00	48.47
510-5210 OTHER CONTRACTUAL SERVICE	2,500.00	0.00	46.02	2,453.98	1.84
TOTAL CONTRACTUAL SERVICES	96,205.00	7,876.81	28,227.66	67,977.34	29.34
COMMODITIES					
510-5301 OFFICE SUPPLIES	6,000.00	13.85	1,299.56	4,700.44	21.66
510-5302 OPERATING SUPPLIES	10,000.00	687.37	5,647.54	4,352.46	56.48
510-5323 POSTAGE & POSTAL EQUIPMENT	10,000.00	661.52	2,999.73	7,000.27	30.00
510-5324 UNIFORM ALLOWANCE	600.00	0.00	300.00	300.00	50.00
510-5332 PRINTING & ADVERTISING	3,000.00	0.00	0.00	3,000.00	0.00
510-5333 380 AGMT. EXPENSES	1,200,000.00	0.00	781,139.65	418,860.35	65.09
TOTAL COMMODITIES	1,229,600.00	1,362.74	791,386.48	438,213.52	64.36
LIABILITY/HAZARD/FIDELTY					
510-5401 INSURANCES	123,000.00	0.00	107,639.28	15,360.72	87.51
TOTAL LIABILITY/HAZARD/FIDELTY	123,000.00	0.00	107,639.28	15,360.72	87.51
TOTAL ADMINISTRATION	1,837,506.12	35,039.20	1,109,851.19	727,654.93	60.40

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

01 -GENERAL FUND
DISPATCH
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL					
515-5101 SALARIES	382,992.23	25,965.18	160,729.19	222,263.04	41.97
515-5102 OVERTIME	4,000.00	808.75	1,961.62	2,038.38	49.04
515-5103 SOCIAL SECURITY	30,483.89	2,014.15	12,742.70	17,741.19	41.80
515-5104 RETIREMENT	28,969.66	1,976.68	13,118.51	15,851.15	45.28
515-5105 HEALTH INSURANCE	47,133.00	3,778.89	16,546.70	30,586.30	35.11
515-5106 PSYCH & DRUG TESTING	1,500.00	0.00	350.00	1,150.00	23.33
515-5107 WORKER'S COMPENSATION	704.94	0.00	704.94	0.00	100.00
515-5108 UNEMPLOYMENT	1,458.00	0.00	0.00	1,458.00	0.00
515-5111 LONGEVITY PAY	5,050.00	0.00	5,050.00	0.00	100.00
515-5112 CERTIFICATION PAY	6,900.00	415.44	2,700.36	4,199.64	39.14
515-5115 LIFE INSURANCE & DISABILITY	4,896.84	84.47	1,652.58	3,244.26	33.75
515-5116 VISION & DENTAL INSURANCE	4,937.67	311.07	1,348.23	3,589.44	27.30
TOTAL PERSONNEL	519,026.23	35,354.63	216,904.83	302,121.40	41.79
CONTRACTUAL SERVICES					
515-5200 COMMUNICATION EQUIPMENT	2,466.00	118.68	928.84	1,537.16	37.67
515-5203 SCHOOLS & SEMINARS	7,000.00	0.00	575.90	6,424.10	8.23
515-5210 OTHER CONTRACTS	5,799.00	0.00	3,216.00	2,583.00	55.46
TOTAL CONTRACTUAL SERVICES	15,265.00	118.68	4,720.74	10,544.26	30.93
COMMODITIES					
515-5302 OPERATING SUPPLIES	1,500.00	0.00	0.00	1,500.00	0.00
515-5324 UNIFORM ALLOWANCE	2,880.00	0.00	1,260.00	1,620.00	43.75
515-5330 COMMUNICATION & TECHNOLOGY	18,000.00	0.00	5,396.58	12,603.42	29.98
TOTAL COMMODITIES	22,380.00	0.00	6,656.58	15,723.42	29.74
TOTAL DISPATCH	556,671.23	35,473.31	228,282.15	328,389.08	41.01

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

01 -GENERAL FUND
CITY SECRETARY
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL					
520-5101 SALARIES	55,397.11	4,336.77	27,715.37	27,681.74	50.03
520-5103 SOCIAL SECURITY	4,279.95	309.31	2,074.02	2,205.93	48.46
520-5104 RETIREMENT	4,067.35	315.28	2,154.39	1,912.96	52.97
520-5105 HEALTH INSURANCE	5,237.00	436.54	2,552.08	2,684.92	48.73
520-5107 WORKER'S COMPENSATION	104.08	0.00	104.08	0.00	100.00
520-5108 UNEMPLOYMENT	162.00	0.00	0.00	162.00	0.00
520-5111 LONGEVITY PAY	400.00	0.00	400.00	0.00	100.00
520-5115 LIFE INSURANCE & DISABILITY	680.04	3.99	285.07	394.97	41.92
520-5116 VISION & DENTAL INSURANCE	548.63	34.56	207.42	341.21	37.81
TOTAL PERSONNEL	70,876.16	5,436.45	35,492.43	35,383.73	50.08
CONTRACTUAL SERVICES					
520-5200 COMMUNICATION EQUIPMENT	661.00	0.00	340.27	320.73	51.48
520-5202 MEMBERSHIPS & LICENSES	145.00	52.99	197.99	(52.99)	136.54
520-5203 SCHOOLS & SEMINARS	315.00	0.00	0.00	315.00	0.00
520-5210 OTHER CONTRACTUAL SERVICES	5,893.00	84.07	5,436.43	456.57	92.25
520-5211 ELECTION OFFICIALS	26,000.00	8,811.14	16,955.99	9,044.01	65.22
520-5216 CODIFICATION	1,500.00	440.00	692.00	808.00	46.13
TOTAL CONTRACTUAL SERVICES	34,514.00	9,388.20	23,622.68	10,891.32	68.44
COMMODITIES					
520-5324 UNIFORM ALLOWANCE	150.00	0.00	75.00	75.00	50.00
520-5331 ADVERTISING	5,795.00	0.00	252.86	5,542.14	4.36
TOTAL COMMODITIES	5,945.00	0.00	327.86	5,617.14	5.51
TOTAL CITY SECRETARY	111,335.16	14,824.65	59,442.97	51,892.19	53.39

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

01 -GENERAL FUND
MUNICIPAL COURT
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL					
530-5101 SALARIES	204,510.38	14,801.01	95,559.20	108,951.18	46.73
530-5102 OVERTIME	710.00	147.98	383.05	326.95	53.95
530-5103 SOCIAL SECURITY	16,278.46	1,148.62	7,762.49	8,515.97	47.69
530-5104 RETIREMENT	14,082.74	1,060.09	7,531.04	6,551.70	53.48
530-5105 HEALTH INSURANCE	20,948.00	1,746.16	10,466.51	10,481.49	49.96
530-5107 WORKER'S COMPENSATION	1,653.84	0.00	1,653.84	0.00	100.00
530-5108 UNEMPLOYMENT	972.00	0.00	30.50	941.50	3.14
530-5110 PRE-EMPLOYMENT PHYSICALS	1,000.00	0.00	0.00	1,000.00	0.00
530-5111 LONGEVITY PAY	3,930.00	0.00	3,930.00	0.00	100.00
530-5112 CERTIFICATION PAY	2,100.00	92.32	611.62	1,488.38	29.12
530-5115 LIFE INSURANCE & DISABILITY	2,351.28	4.77	983.39	1,367.89	41.82
530-5116 VISION & DENTAL INSURANCE	2,194.52	138.24	829.68	1,364.84	37.81
TOTAL PERSONNEL	270,731.22	19,139.19	129,741.32	140,989.90	47.92
CONTRACTUAL SERVICES					
530-5200 COMMUNICATION EQUIPMENT	3,640.00	81.68	799.22	2,840.78	21.96
530-5202 MEMBERSHIPS / LICENSES	375.00	0.00	55.00	320.00	14.67
530-5203 SCHOOLS & SEMINARS	3,200.00	200.00	400.00	2,800.00	12.50
530-5219 MUNICIPAL COURT JUDGES	18,500.00	1,350.00	5,550.00	12,950.00	30.00
530-5221 PROSECUTOR	32,400.00	4,577.84	11,963.69	20,436.31	36.92
530-5222 OPERATIONAL SUPPLIES	9,384.00	9.23	1,464.37	7,919.63	15.60
530-5228 WARRANT FEES	16,000.00	1,269.40	5,242.00	10,758.00	32.76
TOTAL CONTRACTUAL SERVICES	83,499.00	7,488.15	25,474.28	58,024.72	30.51
COMMODITIES					
530-5303 COMMUNICATION & TECHNOLOGY	13,400.00	0.00	1,598.00	11,802.00	11.93
530-5324 UNIFORM ALLOWANCE	1,710.00	0.00	1,125.00	585.00	65.79
530-5330 COURT FEES	244,000.00	0.00	57,526.19	186,473.81	23.58
TOTAL COMMODITIES	259,110.00	0.00	60,249.19	198,860.81	23.25
TOTAL MUNICIPAL COURT	613,340.22	26,627.34	215,464.79	397,875.43	35.13

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

01 -GENERAL FUND
HUMAN RESOURCES
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL					
535-5101 SALARIES	49,717.07	3,812.00	24,729.00	24,988.07	49.74
535-5103 SOCIAL SECURITY	3,843.90	291.62	1,949.90	1,894.00	50.73
535-5104 RETIREMENT	3,652.96	277.14	1,924.90	1,728.06	52.69
535-5105 HEALTH INSURANCE	5,237.00	436.54	2,182.74	3,054.26	41.68
535-5107 WORKERS COMPENSATION	96.21	0.00	96.21	0.00	100.00
535-5108 UNEMPLOYMENT	162.00	0.00	0.00	162.00	0.00
535-5111 LONGEVITY	380.00	0.00	380.00	0.00	100.00
535-5115 LIFE INSURANCE & DISABILITY	524.04	1.03	217.80	306.24	41.56
535-5116 VISION & DENTAL INSURANCE	609.84	34.56	207.42	402.42	34.01
TOTAL PERSONNEL	64,223.02	4,852.89	31,687.97	32,535.05	49.34
CONTRACTUAL SERVICES					
535-5200 COMMUNICATION EQUIPMENT	661.00	40.84	381.11	279.89	57.66
535-5201 COBRA	1,500.00	357.00	1,259.25	240.75	83.95
535-5203 MEMBERSHIPS & LICENSES	1,064.00	92.90	491.78	572.22	46.22
535-5204 SCHOOLS & SEMINARS	1,699.00	0.00	0.00	1,699.00	0.00
TOTAL CONTRACTUAL SERVICES	4,924.00	490.74	2,132.14	2,791.86	43.30
COMMODITIES					
535-5324 UNIFORM ALLOWANCE	150.00	0.00	75.00	75.00	50.00
535-5325 EMPLOYEE RECOGNITION	2,310.00	0.00	1,295.12	1,014.88	56.07
TOTAL COMMODITIES	2,460.00	0.00	1,370.12	1,089.88	55.70
TOTAL HUMAN RESOURCES	71,607.02	5,343.63	35,190.23	36,416.79	49.14

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

01 -GENERAL FUND
DEVELOPMENT SERVICES
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL					
540-5101 SALARIES	131,113.48	5,854.24	62,309.28	68,804.20	47.52
540-5102 OVERTIME	1,300.00	123.95	292.02	1,007.98	22.46
540-5103 SOCIAL SECURITY	10,313.23	457.34	5,013.37	5,299.86	48.61
540-5104 RETIREMENT	9,800.94	434.62	5,026.82	4,774.12	51.29
540-5105 HEALTH INSURANCE	15,711.00	436.54	4,790.60	10,920.40	30.49
540-5107 WORKER'S COMPENSATION	246.34	0.00	246.34	0.00	100.00
540-5108 UNEMPLOYMENT	486.00	0.00	0.00	486.00	0.00
540-5111 LONGEVITY PAY	2,650.00	0.00	2,650.00	0.00	100.00
540-5112 CERTIFICATION PAY	600.00	0.00	138.48	461.52	23.08
540-5115 LIFE INSURANCE & DISABILITY	1,671.48	1.78	511.73	1,159.75	30.62
540-5116 VISION & DENTAL INSURANCE	1,645.89	34.56	322.12	1,323.77	19.57
TOTAL PERSONNEL	175,538.36	7,343.03	81,300.76	94,237.60	46.32
CONTRACTUAL SERVICES					
540-5200 COMMUNICATION EQUIPMENT	661.00	0.00	340.27	320.73	51.48
540-5203 SCHOOLS & SEMINARS	1,000.00	0.00	0.00	1,000.00	0.00
540-5229 CITY ENGINEER	33,000.00	2,535.50	13,710.68	19,289.32	41.55
540-5231 BUILDING INSPECTOR	140,000.00	3,320.00	24,250.00	115,750.00	17.32
540-5234 HEALTH INSPECTOR	15,600.00	650.00	3,250.00	12,350.00	20.83
TOTAL CONTRACTUAL SERVICES	190,261.00	6,505.50	41,550.95	148,710.05	21.84
COMMODITIES					
540-5324 UNIFORM ALLOWANCE	450.00	0.00	150.00	300.00	33.33
TOTAL COMMODITIES	450.00	0.00	150.00	300.00	33.33
TOTAL DEVELOPMENT SERVICES	366,249.36	13,848.53	123,001.71	243,247.65	33.58

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

01 -GENERAL FUND
ANIMAL CONTROL PUB WKS
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL					
545-5101 SALARIES	299,958.27	22,394.02	140,649.39	159,308.88	46.89
545-5102 OVERTIME	7,000.00	113.54	566.84	6,433.16	8.10
545-5103 SOCIAL SECURITY	21,423.00	1,680.78	11,010.67	10,412.33	51.40
545-5104 RETIREMENT	23,066.93	1,649.72	11,272.09	11,794.84	48.87
545-5105 HEALTH INSURANCE	41,896.00	3,277.60	20,341.21	21,554.79	48.55
545-5107 WORKER'S COMPENSATION	6,012.29	0.00	6,012.29	0.00	100.00
545-5108 UNEMPLOYMENT	1,296.00	0.00	41.59	1,254.41	3.21
545-5111 LONGEVITY	4,389.04	0.00	4,360.00	29.04	99.34
545-5112 CERTIFICATION PAY	7,200.00	184.64	1,200.16	5,999.84	16.67
545-5115 LIFE INSURANCE & DISABILITY	3,999.00	3.85	1,615.68	2,383.32	40.40
545-5116 VISION & DENTAL INSURANCE	4,389.04	276.50	1,659.36	2,729.68	37.81
TOTAL PERSONNEL	420,629.57	29,580.65	198,729.28	221,900.29	47.25
CONTRACTUAL SERVICES					
545-5200 COMMUNICATION EQUIPMENT	6,061.00	0.00	3,223.98	2,837.02	53.19
545-5202 MEMBERSHIPS & LICENSES	2,475.00	120.00	470.00	2,005.00	18.99
545-5203 SCHOOLS & SEMINARS	6,000.00	100.00	1,198.00	4,802.00	19.97
545-5228 ANIMAL CONTROL	9,000.00	1,005.90	2,468.87	6,531.13	27.43
545-5230 STREETS/RIGHT OF WAYS	10,000.00	182.40	3,616.53	6,383.47	36.17
545-5231 DRAINAGE/STORM WATER	4,000.00	0.00	1,419.97	2,580.03	35.50
545-5236 TRAFFIC SIGNAL MAINTENANCE	3,000.00	0.00	436.00	2,564.00	14.53
TOTAL CONTRACTUAL SERVICES	40,536.00	1,408.30	12,833.35	27,702.65	31.66
COMMODITIES					
545-5302 OPERATING SUPPLIES	3,300.00	25.40	304.79	2,995.21	9.24
545-5306 MOTOR FUEL & LUBRICANTS	13,000.00	730.48	2,927.61	10,072.39	22.52
545-5318 VEHICLES & EQUIPMENT	20,000.00	1,270.69	7,051.63	12,948.37	35.26
545-5324 UNIFORM ALLOWANCE	6,500.00	385.08	3,421.15	3,078.85	52.63
545-5325 PARKS & MAINTENANCE	20,000.00	832.97	4,796.94	15,203.06	23.98
TOTAL COMMODITIES	62,800.00	3,244.62	18,502.12	44,297.88	29.46
TOTAL ANIMAL CONTROL PUB WKS	523,965.57	34,233.57	230,064.75	293,900.82	43.91

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

01 -GENERAL FUND
BUILDING & GROUNDS
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
CONTRACTUAL SERVICES					
550-5210 OTHER CONTRACTUAL SERVICES	3,000.00	585.00	1,950.00	1,050.00	65.00
550-5231 COVID19 VIRUS	0.00	3,365.91	4,401.41	(4,401.41)	0.00
550-5237 WATER	8,500.00	397.60	2,112.23	6,387.77	24.85
550-5238 GAS	5,000.00	1,577.31	4,236.11	763.89	84.72
550-5239 ELECTRIC	65,000.00	5,786.97	26,367.12	38,632.88	40.56
550-5240 TELEPHONE	28,000.00	2,663.11	12,861.68	15,138.32	45.93
550-5241 BUILDING MAINTENANCE	55,000.00	341.92	23,916.04	31,083.96	43.48
550-5242 CITY CUSTODIAN	11,000.00	835.00	4,694.91	6,305.09	42.68
550-5243 GROUNDS MAINTENANCE	15,000.00	2,487.77	8,145.93	6,854.07	54.31
550-5245 INTERNET & CABLE	6,500.00	1,179.78	3,535.09	2,964.91	54.39
550-5247 COPIERS & PRINTERS	26,000.00	2,160.92	13,163.24	12,836.76	50.63
550-5248 IT EQUIPMENT/MAINTENANCE	34,300.00	148.55	11,587.87	22,712.13	33.78
550-5249 IT SOFTWARE LICENSES/AGREEMENT	88,908.00	28,613.79	72,188.11	16,719.89	81.19
550-5250 IT MANAGED SERVICES/PROJECTS	51,200.00	9,740.00	35,330.52	15,869.48	69.00
550-5251 WEBSITE MAINTENANCE/LICENSES	15,716.00	1,216.00	6,080.00	9,636.00	38.69
TOTAL CONTRACTUAL SERVICES	413,124.00	61,099.63	230,570.26	182,553.74	55.81
CAPITAL OUTLAY					
550-5510 MISCELLANEOUS EXPENSES	40,000.00	243.37	29,479.40	10,520.60	73.70
550-5511 COMMUNICATIONS & EVENTS	74,386.00	750.00	4,166.19	70,219.81	5.60
550-5525 MARKETPLACE @ OTHSD	21,318.00	0.00	0.00	21,318.00	0.00
TOTAL CAPITAL OUTLAY	135,704.00	993.37	33,645.59	102,058.41	24.79
TOTAL BUILDING & GROUNDS	548,828.00	62,093.00	264,215.85	284,612.15	48.14

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

01 -GENERAL FUND
POLICE DEPARTMENT
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL					
560-5101 SALARIES	1,264,772.24	88,480.27	596,319.62	668,452.62	47.15
560-5102 OVERTIME	30,000.00	1,847.16	23,113.46	6,886.54	77.04
560-5103 SOCIAL SECURITY	101,829.32	6,995.23	49,449.30	52,380.02	48.56
560-5104 RETIREMENT	94,184.47	6,595.61	50,281.58	43,902.89	53.39
560-5105 HEALTH INSURANCE	120,451.00	9,017.33	58,571.65	61,879.35	48.63
560-5107 WORKER'S COMPENSATION	28,634.00	0.00	28,634.00	0.00	100.00
560-5108 UNEMPLOYMENT	6,606.00	0.00	200.00	6,406.00	3.03
560-5110 PRE-EMPLOYEMNT PHYSICAL	2,675.00	0.00	65.00	2,610.00	2.43
560-5111 LONGEVITY PAY	27,230.00	0.00	27,090.00	140.00	99.49
560-5112 CERTIFICATION PAY	11,100.00	807.80	5,123.76	5,976.24	46.16
560-5115 LIFE INSURANCE & DISABILITY	15,310.56	(77.95)	5,882.56	9,428.00	38.42
560-5116 VISION & DENTAL INSURANCE	12,618.50	725.78	4,605.67	8,012.83	36.50
TOTAL PERSONNEL	1,715,411.09	114,391.23	849,336.60	866,074.49	49.51
CONTRACTUAL SERVICES					
560-5200 COMMUNICATION EQUIPMENT	22,125.00	1,305.48	13,725.59	8,399.41	62.04
560-5210 OTHER CONTRACTUAL SERVICES	4,063.00	348.50	1,651.50	2,411.50	40.65
560-5250 IMPOUND FEES - WRECKER	10,560.00	2,070.00	2,070.00	8,490.00	19.60
TOTAL CONTRACTUAL SERVICES	36,748.00	3,723.98	17,447.09	19,300.91	47.48
COMMODITIES					
560-5301 OFFICE SUPPLIES	4,000.00	19.56	880.35	3,119.65	22.01
560-5302 OPERATING SUPPLIES	7,100.00	2,582.14	8,501.17	(1,401.17)	119.73
560-5303 COMMUNICATION & TECHNOLOGY	24,879.00	0.00	505.43	24,373.57	2.03
560-5306 MOTOR FUEL & LUBRICANT	36,000.00	2,284.38	11,583.00	24,417.00	32.18
560-5310 AMMUNITION	4,600.00	0.00	0.00	4,600.00	0.00
560-5311 BULLET-PROOF VESTS	3,000.00	0.00	0.00	3,000.00	0.00
560-5318 VEHICLE MAINTENANCE	14,069.00	1,813.97	14,335.96	(266.96)	101.90
560-5324 UNIFORM ALLOWANCE	16,500.00	0.00	7,590.00	8,910.00	46.00
560-5326 SCHOOLS & SEMINARS	4,500.00	0.00	667.80	3,832.20	14.84
TOTAL COMMODITIES	114,648.00	6,700.05	44,063.71	70,584.29	38.43
CAPITAL OUTLAY					
560-5502 FURNITURE & FIXTURES	500.00	0.00	159.96	340.04	31.99
TOTAL CAPITAL OUTLAY	500.00	0.00	159.96	340.04	31.99
TOTAL POLICE DEPARTMENT	1,867,307.09	124,815.26	911,007.36	956,299.73	48.79

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

01 -GENERAL FUND
FIRE DEPARTMENT
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL					
580-5101 SALARIES	805,922.00	46,991.67	385,420.59	420,501.41	47.82
580-5102 OVERTIME	41,000.00	7,637.50	39,492.02	1,507.98	96.32
580-5103 SOCIAL SECURITY	64,365.17	4,125.41	33,190.81	31,174.36	51.57
580-5104 RETIREMENT	60,921.00	3,799.14	32,387.04	28,533.96	53.16
580-5105 HEALTH INSURANCE	68,081.00	2,390.34	23,094.95	44,986.05	33.92
580-5107 WORKER'S COMPENSATION	14,390.00	0.00	12,179.52	2,210.48	84.64
580-5108 UNEMPLOYMENT	2,106.00	0.00	48.64	2,057.36	2.31
580-5110 PRE-EMPLOYMENT PHYSICALS	7,300.00	646.00	646.00	6,654.00	8.85
580-5111 LONGEVITY	11,920.00	0.00	10,430.00	1,490.00	87.50
580-5112 CERTIFICATION PAY	10,500.00	530.84	4,142.86	6,357.14	39.46
580-5115 LIFE INSURANCE & DISABILITY	8,991.00	(68.54)	2,947.16	6,043.84	32.78
580-5116 VISION & DENTAL INSURANCE	7,132.20	251.32	2,074.20	5,058.00	29.08
580-5117 CELLULAR ALLOWANCE	1,200.00	120.00	890.00	310.00	74.17
TOTAL PERSONNEL	1,103,828.37	66,423.68	546,943.79	556,884.58	49.55
CONTRACTUAL SERVICES					
580-5200 COMMUNICATION EQUIPMENT	9,239.00	270.52	4,618.89	4,620.11	49.99
580-5201 SUBSCRIPTIONS	1,668.00	45.00	765.00	903.00	45.86
580-5202 MEMBERSHIPS & LICENSES	4,700.00	162.00	956.34	3,743.66	20.35
580-5203 SCHOOLS & SEMINARS	6,700.00	1,485.00	1,429.72	5,270.28	21.34
580-5210 OTHER CONTRACTUAL SERVICES	9,750.00	3,342.26	5,712.28	4,037.72	58.59
TOTAL CONTRACTUAL SERVICES	32,057.00	5,304.78	13,482.23	18,574.77	42.06
COMMODITIES					
580-5301 OFFICE SUPPLIES	1,600.00	547.56	893.82	706.18	55.86
580-5302 OPERATING SUPPLIES	5,500.00	385.64	3,659.44	1,840.56	66.54
580-5303 COMMUNICATION & TECHNOLOGY	22,000.00	0.00	0.00	22,000.00	0.00
580-5305 EQUIPT. PURCHASE / MAINTENANCE	10,605.00	873.59	5,798.35	4,806.65	54.68
580-5306 MOTOR FUEL & LUBRICANT	6,000.00	437.40	1,539.61	4,460.39	25.66
580-5313 PERSONAL PROTECTIVE EQUIPMENT	16,100.00	66.49	1,215.71	14,884.29	7.55
580-5322 VEHICLE MAINTENANCE	11,300.00	1,502.84	3,052.51	8,247.49	27.01
580-5324 UNIFORM ALLOWANCE	7,920.00	0.00	4,035.00	3,885.00	50.95
TOTAL COMMODITIES	81,025.00	3,813.52	20,194.44	60,830.56	24.92
TOTAL FIRE DEPARTMENT	1,216,910.37	75,541.98	580,620.46	636,289.91	47.71

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

01 -GENERAL FUND
EMS
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL					
585-5101 SALARIES	311,351.41	21,290.13	134,598.00	176,753.41	43.23
585-5102 OVERTIME	24,000.00	4,599.81	16,973.54	7,026.46	70.72
585-5103 SOCIAL SECURITY	24,701.96	1,919.87	11,455.60	13,246.36	46.38
585-5104 RETIREMENT	23,474.93	1,909.70	11,947.86	11,527.07	50.90
585-5105 HEALTH INSURANCE	31,422.00	2,182.70	14,485.87	16,936.13	46.10
585-5107 WORKERS COMPENSATION	6,965.80	0.00	6,965.80	0.00	100.00
585-5108 UNEMPLOYMENT	972.00	0.00	276.98	695.02	28.50
585-5111 LONGEVITY	1,110.00	0.00	960.00	150.00	86.49
585-5112 CERTIFICATION PAY	5,400.00	138.48	1,003.98	4,396.02	18.59
585-5115 LIFE INSURANCE & DISABILITY	3,945.96	19.68	1,231.33	2,714.63	31.20
585-5116 VISION & DENTAL INSURANCE	3,291.78	174.42	1,175.38	2,116.40	35.71
585-5117 CELLULAR ALLOWANCE	720.00	120.00	650.00	70.00	90.28
TOTAL PERSONNEL	437,355.84	32,354.79	201,724.34	235,631.50	46.12
CONTRACTUAL SERVICES					
585-5200 COMMUNICATION EQUIPMENT	2,833.00	155.68	1,498.28	1,334.72	52.89
585-5201 SUBSCRIPTIONS	2,300.00	0.00	0.00	2,300.00	0.00
585-5202 MEMBERSHIPS & LICENSES	1,741.00	0.00	870.00	871.00	49.97
585-5203 SCHOOLS & SEMINARS	5,600.00	0.00	0.00	5,600.00	0.00
585-5204 EMS SERVICE FEES	18,000.00	0.00	4,630.80	13,369.20	25.73
585-5210 OTHER CONTRACTUAL SERVICES	19,450.00	413.06	16,874.82	2,575.18	86.76
585-5211 MEDICAL DIRECTION	17,388.00	0.00	8,694.00	8,694.00	50.00
TOTAL CONTRACTUAL SERVICES	67,312.00	568.74	32,567.90	34,744.10	48.38
COMMODITIES					
585-5302 OPERATING EXPENSES	1,500.00	0.00	350.60	1,149.40	23.37
585-5305 EQUIPT. PURCHASE & MAINTENANCE	11,000.00	0.00	0.00	11,000.00	0.00
585-5306 MOTOR FUEL & LUBRICANTS	4,000.00	240.16	1,314.07	2,685.93	32.85
585-5317 MEDICAL SUPPLIES	26,150.00	2,774.32	15,011.01	11,138.99	57.40
585-5322 VEHICLE MAINTENANCE	2,500.00	0.00	2,351.73	148.27	94.07
585-5324 UNIFORM ALLOWANCE	4,320.00	120.00	2,280.00	2,040.00	52.78
TOTAL COMMODITIES	49,470.00	3,134.48	21,307.41	28,162.59	43.07
TOTAL EMS	554,137.84	36,058.01	255,599.65	298,538.19	46.13
TOTAL EXPENDITURES	8,271,357.98	463,898.48	4,013,009.96	4,258,348.02	48.52
REVENUES OVER/(UNDER) EXPENDITURES	151,175.02	25,089.28	1,960,030.99	(1,808,855.97)	1,296.53

*** END OF REPORT ***

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

02 -DEBT SERVICE- BONDS
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
PROPERTY TAXES	833,601.00	146,456.09	749,609.15	83,991.85	89.92
FRANCHISE TAXES	321,669.00	0.00	321,669.00	0.00	100.00
MISCELLANEOUS REVENUE	700.00	0.00	9.69	690.31	1.38
TOTAL REVENUES	1,155,970.00	146,456.09	1,071,287.84	84,682.16	92.67
EXPENDITURE SUMMARY					
ADMINISTRATION	700.00	0.00	0.00	700.00	0.00
DEVELOPMENT SERVICES	1,155,270.00	0.00	1,017,315.38	137,954.62	88.06
TOTAL EXPENDITURES	1,155,970.00	0.00	1,017,315.38	138,654.62	88.01
REVENUES OVER/(UNDER) EXPENDITURES	0.00	146,456.09	53,972.46	(53,972.46)	0.00

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

02 -DEBT SERVICE- BONDS
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PROPERTY TAXES					
400-3140 DEBT SERVICE (INT & SINKING)	833,601.00	146,456.09	749,609.15	83,991.85	89.92
TOTAL PROPERTY TAXES	833,601.00	146,456.09	749,609.15	83,991.85	89.92
FRANCHISE TAXES					
402-3270 EDC $4M DEBT SERVICE	321,669.00	0.00	321,669.00	0.00	100.00
TOTAL FRANCHISE TAXES	321,669.00	0.00	321,669.00	0.00	100.00
MISCELLANEOUS REVENUE					
406-1010 INTEREST EARNED	700.00	0.00	9.69	690.31	1.38
TOTAL MISCELLANEOUS REVENUE	700.00	0.00	9.69	690.31	1.38
TOTAL REVENUES	1,155,970.00	146,456.09	1,071,287.84	84,682.16	92.67

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

02 -DEBT SERVICE- BONDS
ADMINISTRATION
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
CONTRACTUAL SERVICES					
510-5200 BANK FEES	700.00	0.00	0.00	700.00	0.00
TOTAL CONTRACTUAL SERVICES	700.00	0.00	0.00	700.00	0.00
TOTAL ADMINISTRATION	700.00	0.00	0.00	700.00	0.00

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

02 -DEBT SERVICE- BONDS
DEVELOPMENT SERVICES
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
DEBT SERVICE					
540-5602 PROCESSING FEES	350.00	0.00	475.00	(125.00)	135.71
TOTAL DEBT SERVICE	350.00	0.00	475.00	(125.00)	135.71
DEBT SERVICE					
540-5800 PRINCIPAL BOND - 2007 CofO	570,000.00	0.00	570,000.00	0.00	100.00
540-5801 INTEREST BOND - 2007 CofO	167,221.50	0.00	89,211.00	78,010.50	53.35
540-5804 LITIGATION EXPENSES	201,136.00	0.00	201,135.63	0.37	100.00
TOTAL DEBT SERVICE	938,357.50	0.00	860,346.63	78,010.87	91.69
DEBT SERVICE					
540-5900 PRINCIPAL BOND - 2015 CofO	95,000.00	0.00	95,000.00	0.00	100.00
540-5901 INTEREST BOND - 2015 CofO	121,562.50	0.00	61,493.75	60,068.75	50.59
TOTAL DEBT SERVICE	216,562.50	0.00	156,493.75	60,068.75	72.26
TOTAL DEVELOPMENT SERVICES	1,155,270.00	0.00	1,017,315.38	137,954.62	88.06
TOTAL EXPENDITURES	1,155,970.00	0.00	1,017,315.38	138,654.62	88.01
REVENUES OVER/(UNDER) EXPENDITURES	0.00	146,456.09	53,972.46	(53,972.46)	0.00

*** END OF REPORT ***

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

03 -CAPITAL REPLACEMENT
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
MISCELLANEOUS REVENUE	1,800.00	300.00	974.68	825.32	54.15
TOTAL REVENUES	1,800.00	300.00	974.68	825.32	54.15
EXPENDITURE SUMMARY					
ADMINISTRATION	660.00	0.00	0.00	660.00	0.00
BUILDING & GROUNDS	377,923.56	9,251.92	82,058.14	295,865.42	21.71
TOTAL EXPENDITURES	378,583.56	9,251.92	82,058.14	296,525.42	21.68
REVENUES OVER/(UNDER) EXPENDITURES	(376,783.56)	(8,951.92)	(81,083.46)	(295,700.10)	21.52

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

03 -CAPITAL REPLACEMENT
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
MISCELLANEOUS REVENUE					
406-1010 INTEREST	1,800.00	0.00	374.68	1,425.32	20.82
406-1018 PD MISC REVENUES	0.00	300.00	600.00	(600.00)	0.00
406-1021 TRANSFERS IN/OUT	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS REVENUE	1,800.00	300.00	974.68	825.32	54.15
TOTAL REVENUES	1,800.00	300.00	974.68	825.32	54.15

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

03 -CAPITAL REPLACEMENT
ADMINISTRATION
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
CONTRACTUAL SERVICES					
510-5200 BANK FEES	660.00	0.00	0.00	660.00	0.00
TOTAL CONTRACTUAL SERVICES	660.00	0.00	0.00	660.00	0.00
TOTAL ADMINISTRATION	660.00	0.00	0.00	660.00	0.00

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

03 -CAPITAL REPLACEMENT
BUILDING & GROUNDS
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
CAPITAL OUTLAY					
550-5510 POLICE DEPT PURCHASES	0.00	0.00	0.00	0.00	0.00
550-5512 ADMINISTRATION PURCHASES	150,000.00	0.00	6,012.03	143,987.97	4.01
550-5514 VEHICLE PURCHASES	227,923.56	9,251.92	76,046.11	151,877.45	33.36
TOTAL CAPITAL OUTLAY	377,923.56	9,251.92	82,058.14	295,865.42	21.71
TOTAL BUILDING & GROUNDS	377,923.56	9,251.92	82,058.14	295,865.42	21.71
TOTAL EXPENDITURES	378,583.56	9,251.92	82,058.14	296,525.42	21.68
REVENUES OVER/(UNDER) EXPENDITURES	(376,783.56)	(8,951.92)	(81,083.46)	(295,700.10)	21.52

*** END OF REPORT ***

REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00

*** END OF REPORT ***

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

05 -ECONOMIC DEVELOPMENT CORP
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
NON-PROPERTY TAXES	1,488,182.00	165,954.41	997,431.33	490,750.67	67.02
MISCELLANEOUS REVENUE	12,000.00	0.00	996.65	11,003.35	8.31
TOTAL REVENUES	1,500,182.00	165,954.41	998,427.98	501,754.02	66.55
EXPENDITURE SUMMARY					
ADMINISTRATION	1,325,262.39	19,335.92	848,074.09	477,188.30	63.99
TOTAL EXPENDITURES	1,325,262.39	19,335.92	848,074.09	477,188.30	63.99
REVENUES OVER/(UNDER) EXPENDITURES	174,919.61	146,618.49	150,353.89	24,565.72	85.96

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

05 -ECONOMIC DEVELOPMENT CORP
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-PROPERTY TAXES					
401-3140 SALES TAX	1,474,767.00	165,763.18	994,794.41	479,972.59	67.45
401-3150 MIXED BEVERAGE	9,815.00	191.23	1,936.92	7,878.08	19.73
401-3160 SUBLEASE HELOTES CHAMBER	3,600.00	0.00	700.00	2,900.00	19.44
TOTAL NON-PROPERTY TAXES	1,488,182.00	165,954.41	997,431.33	490,750.67	67.02
MISCELLANEOUS REVENUE					
406-1010 INTEREST	12,000.00	0.00	996.65	11,003.35	8.31
TOTAL MISCELLANEOUS REVENUE	12,000.00	0.00	996.65	11,003.35	8.31
TOTAL REVENUES	1,500,182.00	165,954.41	998,427.98	501,754.02	66.55

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

05 -ECONOMIC DEVELOPMENT CORP
ADMINISTRATION
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL					
510-5101 SALARIES	74,721.35	5,634.08	36,546.68	38,174.67	48.91
510-5111 LONGEVITY	1,460.00	0.00	1,340.00	120.00	91.78
510-5113 BENEFITS	19,360.04	1,313.70	9,000.03	10,360.01	46.49
TOTAL PERSONNEL	95,541.39	6,947.78	46,886.71	48,654.68	49.07
CONTRACTUAL SERVICES					
510-5201 MEMBERSHIPS, DUES & LICENSES	15,000.00	525.00	2,432.68	12,567.32	16.22
510-5202 AUDIT FEES	3,400.00	0.00	1,700.00	1,700.00	50.00
510-5203 SCHOOLS, SEMINARS, CONFERENCES	3,200.00	0.00	355.00	2,845.00	11.09
510-5204 INTL. CONF. SHOPPING CENTERS	3,200.00	0.00	0.00	3,200.00	0.00
510-5205 BANK FEES	750.00	0.00	0.00	750.00	0.00
510-5206 LEGAL FEES / MDD CREATION	3,000.00	0.00	76.00	2,924.00	2.53
510-5208 CONC. DESIGN & LAND USE PLANS	15,000.00	0.00	0.00	15,000.00	0.00
510-5210 WORKSHOPS & PROMOTIONS	3,000.00	0.00	0.00	3,000.00	0.00
510-5211 MARKETING / TOURISM	30,000.00	10,000.00	16,272.88	13,727.12	54.24
510-5212 WEBSITE DEV. & MAINTENANCE	12,000.00	0.00	0.00	12,000.00	0.00
510-5214 MANAGED SVCS. AGREEMENT	30,000.00	0.00	30,000.00	0.00	100.00
510-5215 DEBT SERVICE	321,669.00	0.00	321,669.00	0.00	100.00
510-5216 SBLAP GRANTS & ADMINISTRAION	0.00	0.00	25,600.00	(25,600.00)	0.00
510-5224 OFFICE RENTAL	12,000.00	650.00	4,400.00	7,600.00	36.67
510-5225 OTHSD PARKING LOT LEASE	5,520.00	452.24	2,614.51	2,905.49	47.36
510-5228 VISITOR CENTER	50,000.00	0.00	0.00	50,000.00	0.00
510-5230 MARKETING/CITY EVENTS	110,000.00	0.00	450.00	109,550.00	0.41
TOTAL CONTRACTUAL SERVICES	617,739.00	11,627.24	405,570.07	212,168.93	65.65
COMMODITIES					
510-5301 OFFICE SUPPLIES	2,000.00	0.00	117.06	1,882.94	5.85
510-5302 OPERATIONAL EXPENSES	8,500.00	683.06	4,357.21	4,142.79	51.26
510-5305 COMMUNICATION EQUIPMENT	1,232.00	77.84	573.22	658.78	46.53
510-5326 EXPENSE REIMBURSEMENT	250.00	0.00	0.00	250.00	0.00
510-5333 380 AGREEMENT REIMBURSEMENTS	600,000.00	0.00	390,569.82	209,430.18	65.09
TOTAL COMMODITIES	611,982.00	760.90	395,617.31	216,364.69	64.65
TOTAL ADMINISTRATION	1,325,262.39	19,335.92	848,074.09	477,188.30	63.99
TOTAL EXPENDITURES	1,325,262.39	19,335.92	848,074.09	477,188.30	63.99
REVENUES OVER/(UNDER) EXPENDITURES	174,919.61	146,618.49	150,353.89	24,565.72	85.96

*** END OF REPORT ***

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

06 -MUNICIPAL COURT SECURITY
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
MISCELLANEOUS REVENUE	9,963.00	0.00	2,763.04	7,199.96	27.73
TOTAL REVENUES	9,963.00	0.00	2,763.04	7,199.96	27.73
EXPENDITURE SUMMARY					
ADMINISTRATION	225.00	0.00	0.00	225.00	0.00
TOTAL EXPENDITURES	225.00	0.00	0.00	225.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	9,738.00	0.00	2,763.04	6,974.96	28.37

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

06 -MUNICIPAL COURT SECURITY
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
MISCELLANEOUS REVENUE					
406-1010 INTEREST	15.00	0.00	0.32	14.68	2.13
406-1080 DEDICATED REVENUE	9,948.00	0.00	2,762.72	7,185.28	27.77
TOTAL MISCELLANEOUS REVENUE	9,963.00	0.00	2,763.04	7,199.96	27.73
TOTAL REVENUES	9,963.00	0.00	2,763.04	7,199.96	27.73

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

06 -MUNICIPAL COURT SECURITY
ADMINISTRATION
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
CONTRACTUAL SERVICES					
510-5200 BANK FEES	225.00	0.00	0.00	225.00	0.00
TOTAL CONTRACTUAL SERVICES	225.00	0.00	0.00	225.00	0.00
CAPITAL OUTLAY					
510-5501 OTHER EXPENDITURES	0.00	0.00	0.00	0.00	0.00
510-5502 TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	225.00	0.00	0.00	225.00	0.00
TOTAL EXPENDITURES	225.00	0.00	0.00	225.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	9,738.00	0.00	2,763.04	6,974.96	28.37

*** END OF REPORT ***

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

07 -MUNICIPAL CRT TECHNOLOGY
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
NON-PROPERTY TAXES	10,275.00	0.00	2,365.72	7,909.28	23.02
MISCELLANEOUS REVENUE	150.00	0.00	0.78	149.22	0.52
TOTAL REVENUES	10,425.00	0.00	2,366.50	8,058.50	22.70
EXPENDITURE SUMMARY					
ADMINISTRATION	6,965.00	1,382.00	4,286.00	2,679.00	61.54
TOTAL EXPENDITURES	6,965.00	1,382.00	4,286.00	2,679.00	61.54
REVENUES OVER/(UNDER) EXPENDITURES	3,460.00	(1,382.00)	(1,919.50)	5,379.50	55.48-

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

07 -MUNICIPAL CRT TECHNOLOGY
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-PROPERTY TAXES					
401-3140 DEDICATED REVENUES	10,275.00	0.00	2,365.72	7,909.28	23.02
TOTAL NON-PROPERTY TAXES	10,275.00	0.00	2,365.72	7,909.28	23.02
MISCELLANEOUS REVENUE					
406-1010 INTEREST	150.00	0.00	0.78	149.22	0.52
TOTAL MISCELLANEOUS REVENUE	150.00	0.00	0.78	149.22	0.52
TOTAL REVENUES	10,425.00	0.00	2,366.50	8,058.50	22.70

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

07 -MUNICIPAL CRT TECHNOLOGY
ADMINISTRATION
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
CONTRACTUAL SERVICES					
510-5200 BANK FEES	465.00	0.00	0.00	465.00	0.00
TOTAL CONTRACTUAL SERVICES	465.00	0.00	0.00	465.00	0.00
CAPITAL OUTLAY					
510-5501 OTHER EXPENDITURES	6,500.00	1,382.00	4,286.00	2,214.00	65.94
TOTAL CAPITAL OUTLAY	6,500.00	1,382.00	4,286.00	2,214.00	65.94
TOTAL ADMINISTRATION	6,965.00	1,382.00	4,286.00	2,679.00	61.54
TOTAL EXPENDITURES	6,965.00	1,382.00	4,286.00	2,679.00	61.54
REVENUES OVER/(UNDER) EXPENDITURES	3,460.00	(1,382.00)	(1,919.50)	5,379.50	55.48-

*** END OF REPORT ***

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

08 -POLICE TRAINING
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
MISCELLANEOUS REVENUE	2,450.00	0.00	2,070.86	379.14	84.52
TOTAL REVENUES	2,450.00	0.00	2,070.86	379.14	84.52
EXPENDITURE SUMMARY					
ADMINISTRATION	4,703.00	(10.00)	995.00	3,708.00	21.16
TOTAL EXPENDITURES	4,703.00	(10.00)	995.00	3,708.00	21.16
REVENUES OVER/(UNDER) EXPENDITURES	(2,253.00)	10.00	1,075.86	(3,328.86)	47.75-

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

08 -POLICE TRAINING
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
MISCELLANEOUS REVENUE					
406-1010 INTEREST	50.00	0.00	0.10	49.90	0.20
406-1015 DEDICATED REVENUE	2,400.00	0.00	2,070.76	329.24	86.28
TOTAL MISCELLANEOUS REVENUE	2,450.00	0.00	2,070.86	379.14	84.52
TOTAL REVENUES	2,450.00	0.00	2,070.86	379.14	84.52

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

08 -POLICE TRAINING
ADMINISTRATION
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL					
510-5101 TRAINING	4,238.00	(10.00)	995.00	3,243.00	23.48
TOTAL PERSONNEL	4,238.00	(10.00)	995.00	3,243.00	23.48
CONTRACTUAL SERVICES					
510-5200 BANK FEES	465.00	0.00	0.00	465.00	0.00
TOTAL CONTRACTUAL SERVICES	465.00	0.00	0.00	465.00	0.00
TOTAL ADMINISTRATION	4,703.00	(10.00)	995.00	3,708.00	21.16
TOTAL EXPENDITURES	4,703.00	(10.00)	995.00	3,708.00	21.16
REVENUES OVER/(UNDER) EXPENDITURES	(2,253.00)	10.00	1,075.86	(3,328.86)	47.75-

*** END OF REPORT ***

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

09 -SCHOOL SAFETY
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
MISCELLANEOUS REVENUE	18,550.00	598.36	6,285.16	12,264.84	33.88
TOTAL REVENUES	18,550.00	598.36	6,285.16	12,264.84	33.88
EXPENDITURE SUMMARY					
ADMINISTRATION	21,653.00	0.00	0.00	21,653.00	0.00
TOTAL EXPENDITURES	21,653.00	0.00	0.00	21,653.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(3,103.00)	598.36	6,285.16	(9,388.16)	202.55-

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

09 -SCHOOL SAFETY
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
MISCELLANEOUS REVENUE					
406-1000 DEDICATED REVENUES	18,300.00	598.36	6,284.25	12,015.75	34.34
406-1010 INTEREST	250.00	0.00	0.91	249.09	0.36
TOTAL MISCELLANEOUS REVENUE	18,550.00	598.36	6,285.16	12,264.84	33.88
TOTAL REVENUES	18,550.00	598.36	6,285.16	12,264.84	33.88

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

09 -SCHOOL SAFETY
ADMINISTRATION
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL					
510-5102 OTHER EXPENDITURES	21,000.00	0.00	0.00	21,000.00	0.00
TOTAL PERSONNEL	21,000.00	0.00	0.00	21,000.00	0.00
CONTRACTUAL SERVICES					
510-5200 BANK CHARGES	653.00	0.00	0.00	653.00	0.00
TOTAL CONTRACTUAL SERVICES	653.00	0.00	0.00	653.00	0.00
TOTAL ADMINISTRATION	21,653.00	0.00	0.00	21,653.00	0.00
TOTAL EXPENDITURES	21,653.00	0.00	0.00	21,653.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(3,103.00)	598.36	6,285.16	(9,388.16)	202.55-

*** END OF REPORT ***

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

10 -PEG
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
MISCELLANEOUS REVENUE	30,650.00	0.00	6,026.14	24,623.86	19.66
TOTAL REVENUES	30,650.00	0.00	6,026.14	24,623.86	19.66
EXPENDITURE SUMMARY					
ADMINISTRATION	95,200.00	0.00	0.00	95,200.00	0.00
TOTAL EXPENDITURES	95,200.00	0.00	0.00	95,200.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(64,550.00)	0.00	6,026.14	(70,576.14)	9.34-

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

10 -PEG
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
MISCELLANEOUS REVENUE					
406-1000 DEDICATED REVENUES	30,000.00	0.00	6,022.46	23,977.54	20.07
406-1010 INTEREST	650.00	0.00	3.68	646.32	0.57
TOTAL MISCELLANEOUS REVENUE	30,650.00	0.00	6,026.14	24,623.86	19.66
TOTAL REVENUES	30,650.00	0.00	6,026.14	24,623.86	19.66

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

10 -PEG
ADMINISTRATION
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
GRANT EXPENSES					
510-5000 PUBLIC ACCESS EXPENDITURES	95,000.00	0.00	0.00	95,000.00	0.00
TOTAL GRANT EXPENSES	95,000.00	0.00	0.00	95,000.00	0.00
CONTRACTUAL SERVICES					
510-5200 BANK FEES	200.00	0.00	0.00	200.00	0.00
TOTAL CONTRACTUAL SERVICES	200.00	0.00	0.00	200.00	0.00
TOTAL ADMINISTRATION	95,200.00	0.00	0.00	95,200.00	0.00
TOTAL EXPENDITURES	95,200.00	0.00	0.00	95,200.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(64,550.00)	0.00	6,026.14	(70,576.14)	9.34-

*** END OF REPORT ***

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

11 -FORFEITURE STATE
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00
EXPENDITURE SUMMARY					
ADMINISTRATION	460.00	0.00	0.00	460.00	0.00
TOTAL EXPENDITURES	460.00	0.00	0.00	460.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(460.00)	0.00	0.00	(460.00)	0.00

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

11 -FORFEITURE STATE
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
MISCELLANEOUS REVENUE					
406-1000 DEDICATED REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

11 -FORFEITURE STATE
ADMINISTRATION
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
GRANT EXPENSES					
510-5000 STATE FORFEITURE EXPENSES	0.00	0.00	0.00	0.00	0.00
TOTAL GRANT EXPENSES	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES					
510-5200 BANK FEES	460.00	0.00	0.00	460.00	0.00
TOTAL CONTRACTUAL SERVICES	460.00	0.00	0.00	460.00	0.00
TOTAL ADMINISTRATION	460.00	0.00	0.00	460.00	0.00
TOTAL EXPENDITURES	460.00	0.00	0.00	460.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(460.00)	0.00	0.00	(460.00)	0.00

*** END OF REPORT ***

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

14 -STREET MAINTENANCE
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
MISCELLANEOUS REVENUE	742,000.00	82,910.60	497,823.61	244,176.39	67.09
TOTAL REVENUES	742,000.00	82,910.60	497,823.61	244,176.39	67.09
EXPENDITURE SUMMARY					
ADMINISTRATION	800,660.00	8,235.73	11,639.77	789,020.23	1.45
TOTAL EXPENDITURES	800,660.00	8,235.73	11,639.77	789,020.23	1.45
REVENUES OVER/(UNDER) EXPENDITURES	(58,660.00)	74,674.87	486,183.84	(544,843.84)	828.82-

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

14 -STREET MAINTENANCE
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
MISCELLANEOUS REVENUE					
406-1000 DEDICATED REVENUES	736,000.00	82,910.60	497,307.30	238,692.70	67.57
406-1010 INTEREST	6,000.00	0.00	516.31	5,483.69	8.61
TOTAL MISCELLANEOUS REVENUE	742,000.00	82,910.60	497,823.61	244,176.39	67.09
TOTAL REVENUES	742,000.00	82,910.60	497,823.61	244,176.39	67.09

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

14 -STREET MAINTENANCE
ADMINISTRATION
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
CONTRACTUAL SERVICES					
510-5200 BANK FEES	660.00	0.00	0.00	660.00	0.00
TOTAL CONTRACTUAL SERVICES	660.00	0.00	0.00	660.00	0.00
COMMODITIES					
510-5300 EXPENDITURES	800,000.00	8,235.73	11,639.77	788,360.23	1.45
TOTAL COMMODITIES	800,000.00	8,235.73	11,639.77	788,360.23	1.45
TOTAL ADMINISTRATION	800,660.00	8,235.73	11,639.77	789,020.23	1.45
TOTAL EXPENDITURES	800,660.00	8,235.73	11,639.77	789,020.23	1.45
REVENUES OVER/(UNDER) EXPENDITURES	(58,660.00)	74,674.87	486,183.84	(544,843.84)	828.82-

*** END OF REPORT ***

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

15 -HOT TAX
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
MISCELLANEOUS REVENUE	25,100.00	141.63	14,454.41	10,645.59	57.59
TOTAL REVENUES	25,100.00	141.63	14,454.41	10,645.59	57.59
EXPENDITURE SUMMARY					
ADMINISTRATION	430.00	0.00	0.00	430.00	0.00
TOTAL EXPENDITURES	430.00	0.00	0.00	430.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	24,670.00	141.63	14,454.41	10,215.59	58.59

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

15 -HOT TAX
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
MISCELLANEOUS REVENUE					
406-1000 DEDICATED REVENUES	25,000.00	141.63	14,452.60	10,547.40	57.81
406-1010 INTEREST	100.00	0.00	1.81	98.19	1.81
TOTAL MISCELLANEOUS REVENUE	25,100.00	141.63	14,454.41	10,645.59	57.59
TOTAL REVENUES	25,100.00	141.63	14,454.41	10,645.59	57.59

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

15 -HOT TAX
ADMINISTRATION
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
CONTRACTUAL SERVICES					
510-5200 BANK FEES	430.00	0.00	0.00	430.00	0.00
TOTAL CONTRACTUAL SERVICES	430.00	0.00	0.00	430.00	0.00
COMMODITIES					
510-5300 EXPENDITURES	0.00	0.00	0.00	0.00	0.00
TOTAL COMMODITIES	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	430.00	0.00	0.00	430.00	0.00
TOTAL EXPENDITURES	430.00	0.00	0.00	430.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	24,670.00	141.63	14,454.41	10,215.59	58.59

*** END OF REPORT ***

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

16 -LOC TRUANCY & PREVENTION
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
NON-PROPERTY TAXES	7,584.00	0.00	2,577.81	5,006.19	33.99
MISCELLANEOUS REVENUE	20.00	0.00	0.26	19.74	1.30
TOTAL REVENUES	7,604.00	0.00	2,578.07	5,025.93	33.90
EXPENDITURE SUMMARY					
ADMINISTRATION	200.00	0.00	0.00	200.00	0.00
TOTAL EXPENDITURES	200.00	0.00	0.00	200.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	7,404.00	0.00	2,578.07	4,825.93	34.82

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

16 -LOC TRUANCY & PREVENTION
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-PROPERTY TAXES					
401-3140 DEDICATED REVENUES	7,584.00	0.00	2,577.81	5,006.19	33.99
TOTAL NON-PROPERTY TAXES	7,584.00	0.00	2,577.81	5,006.19	33.99
MISCELLANEOUS REVENUE					
406-1010 INTEREST	20.00	0.00	0.26	19.74	1.30
TOTAL MISCELLANEOUS REVENUE	20.00	0.00	0.26	19.74	1.30
TOTAL REVENUES	7,604.00	0.00	2,578.07	5,025.93	33.90

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

16 -LOC TRUANCY & PREVENTION
ADMINISTRATION
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
CONTRACTUAL SERVICES					
510-5200 BANK FEES	200.00	0.00	0.00	200.00	0.00
TOTAL CONTRACTUAL SERVICES	200.00	0.00	0.00	200.00	0.00
CAPITAL OUTLAY					
510-5501 OTHER EXPENDITURES	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	200.00	0.00	0.00	200.00	0.00
TOTAL EXPENDITURES	200.00	0.00	0.00	200.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	7,404.00	0.00	2,578.07	4,825.93	34.82

*** END OF REPORT ***

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

17 -MUNICIPAL JURY FUND
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
NON-PROPERTY TAXES	192.00	0.00	51.94	140.06	27.05
MISCELLANEOUS REVENUE	20.00	0.00	0.00	20.00	0.00
TOTAL REVENUES	212.00	0.00	51.94	160.06	24.50
EXPENDITURE SUMMARY					
ADMINISTRATION	100.00	0.00	0.00	100.00	0.00
TOTAL EXPENDITURES	100.00	0.00	0.00	100.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	112.00	0.00	51.94	60.06	46.38

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

17 -MUNICIPAL JURY FUND
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-PROPERTY TAXES					
401-3140 DEDICATED REVENUES	192.00	0.00	51.94	140.06	27.05
TOTAL NON-PROPERTY TAXES	192.00	0.00	51.94	140.06	27.05
MISCELLANEOUS REVENUE					
406-1010 INTEREST	20.00	0.00	0.00	20.00	0.00
TOTAL MISCELLANEOUS REVENUE	20.00	0.00	0.00	20.00	0.00
TOTAL REVENUES	212.00	0.00	51.94	160.06	24.50

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

17 -MUNICIPAL JURY FUND
ADMINISTRATION
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
CONTRACTUAL SERVICES					
510-5200 BANK FEES	100.00	0.00	0.00	100.00	0.00
TOTAL CONTRACTUAL SERVICES	100.00	0.00	0.00	100.00	0.00
CAPITAL OUTLAY					
510-5501 OTHER EXPENDITURES	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	100.00	0.00	0.00	100.00	0.00
TOTAL EXPENDITURES	100.00	0.00	0.00	100.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	112.00	0.00	51.94	60.06	46.38

*** END OF REPORT ***

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

18 -COH TREE MITIGATION
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY					
NON-PROPERTY TAXES	10,000.00	0.00	0.00	10,000.00	0.00
MISCELLANEOUS REVENUE	20.00	0.00	20.63	(0.63)	103.15
TOTAL REVENUES	10,020.00	0.00	20.63	9,999.37	0.21
EXPENDITURE SUMMARY					
ADMINISTRATION	200.00	0.00	2,262.94	(2,062.94)	1,131.47
TOTAL EXPENDITURES	200.00	0.00	2,262.94	(2,062.94)	1,131.47
REVENUES OVER/(UNDER) EXPENDITURES	9,820.00	0.00	(2,242.31)	12,062.31	22.83-

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

18 -COH TREE MITIGATION
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-PROPERTY TAXES					
401-3140 DEDICATED REVENUES	10,000.00	0.00	0.00	10,000.00	0.00
TOTAL NON-PROPERTY TAXES	10,000.00	0.00	0.00	10,000.00	0.00
MISCELLANEOUS REVENUE					
406-1010 INTEREST	20.00	0.00	20.63	(0.63)	103.15
TOTAL MISCELLANEOUS REVENUE	20.00	0.00	20.63	(0.63)	103.15
TOTAL REVENUES	10,020.00	0.00	20.63	9,999.37	0.21

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

18 -COH TREE MITIGATION
ADMINISTRATION
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
CONTRACTUAL SERVICES					
510-5200 BANK FEES	200.00	0.00	18.76	181.24	9.38
TOTAL CONTRACTUAL SERVICES	200.00	0.00	18.76	181.24	9.38
CAPITAL OUTLAY					
510-5501 OTHER EXPENDITURES	0.00	0.00	2,244.18	(2,244.18)	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	2,244.18	(2,244.18)	0.00
TOTAL ADMINISTRATION	200.00	0.00	2,262.94	(2,062.94)	1,131.47
TOTAL EXPENDITURES	200.00	0.00	2,262.94	(2,062.94)	1,131.47
REVENUES OVER/(UNDER) EXPENDITURES	9,820.00	0.00	(2,242.31)	12,062.31	22.83-

*** END OF REPORT ***

BALANCE SHEET
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

01 -GENERAL FUND

ACCOUNT#	TITLE		
ASSETS			
101-0100	PETTY CASH	1,420.05	
101-2000	OPERATING CASH ACCOUNT	135,837.99	
101-2100	GENERAL FUND	400,018.90	
101-3100	LOGIC CITY	3,840,810.54	
101-3150	TEXPOOL-CITY	66.27	
101-4100	MEDICAL BILLING ACCOUNT	0.00	
105-0000	RECEIVABLE - TAXES	57,200.43	
105-0500	ALLOWANCE FOR UNCOLLECTABLES	(4,004.03)	
105-1000	RECEIVABLES PRIOR YEAR	(21,269.71)	
105-1001	SALES TAX RECEIVABLE	576,219.48	
105-1002	FRANCHISE RECEIVABLES PRIOR YR	(25,048.31)	
105-1004	EMS ALLOWANCE FOR UNCOLLECT	(382,022.19)	
105-1100	GRANTS RECEIVABLE	0.00	
105-1500	RECEIVABLES EMPLOYEES	431.90	
105-2500	CREDIT CARD RECEIVABLES	(3,107.86)	
120-0000	DUE FROM EDC	13,894.87	
120-0500	DUE FROM BLDG SECURITY	0.00	
120-1000	DUE FROM DEBT SERVICE	0.00	
120-2000	DUE FROM CAPITAL PROJECTS	0.00	
120-3000	DUE FROM FIRE DEPT	0.00	
120-3500	DUE FROM CRT TECH	0.00	
120-4000	DUE FROM DISPATCH	0.00	
120-4500	DUE FROM MUNICIPAL JURY FUND	0.00	
120-5000	EMS FEE RECEIVABLE	430,532.48	
120-6000	DUE FROM PEG	14,977.05	
120-7000	DUE FROM SCHOOL SAFETY	0.00	
120-8000	DUE FROM POLICE FORFEITURE-ST	0.00	
160-0000	PREPAID ASSETS	0.00	
			5,035,957.86
	TOTAL ASSETS		5,035,957.86
LIABILITIES			
201-0000	ACCOUNTS PAYABLE	35,899.13	
201-0200	PAYABLES - PRIOR YEAR	(484.88)	
201-1000	WAGES PAYABLE	0.00	
201-2000	DEFERRED TAX REVENUE	46,454.26	
201-2100	380 AGREEMENT PAYABLE	326,273.26	
201-2200	DEFERRED GRANT REVENUE	0.00	
201-2300	DEFERRED EMS REVENUE	48,465.29	
201-2500	DEFERRED LEASE REVENUE	99,710.27	
201-2600	CONTINGENT LIABILITY - NISD	0.00	
202-0100	ACCRUED FICA	(89.34)	
202-0200	FEDERAL WITHHOLDING	(285.17)	
202-0500	RETIREMENT TMRS	77.51	
202-0600	CHILD SUPPORT LIABILITY	(1,688.77)	
202-0650	SCHOOL LOAN LIABILITY	(298.79)	
202-0700	HEALTH INS PAYABLE	(2,903.69)	
202-0800	DENTAL INS PAYABLE	(3,564.71)	

BALANCE SHEET
AS OF: MARCH 31ST, 2021

Agenda Item No. 5

01 -GENERAL FUND

ACCOUNT#	TITLE			
202-0900	LIFE INS PAYABLE	709.13		
202-0910	PREPAID PAYABLES	0.00		
202-0920	VISION INS PAYABLE	(1,580.44)		
202-1000	RETIREMENT ICMA	0.00		
202-1010	ICMA ROTH	0.00		
202-1100	CURRENT YEAR INTEREST PAYABLE	0.00		
202-1200	FICA & MED PAYABLE	(150.97)		
202-1300	DUE TO EDC	0.00		
202-1301	DUE TO DEBT SERVICE	400,000.00		
202-1304	DUE TO CAP PROJ	0.00		
202-1305	DUE TO COURT SECURITY	10,000.00		
202-1306	DUE TO COURT TECHNOLOGY	19,000.00		
202-1308	DUE TO PEG	104,000.00		
202-1309	DUE TO SCHOOL SAFETY	29,000.00		
202-1310	DUE TO STREET MAINT	0.00		
202-1315	DUE TO LOCAL TRUANCY	10,500.00		
202-1320	DUE TO HOT TAX	53,000.00		
202-1325	DUE TO COH TREE MITIGATION	127,000.00		
203-1200	ACCRUED VACATION LEAVE	0.00		
203-1300	CAPITAL LEASE PAYABLE	0.00		
	TOTAL LIABILITIES		1,299,042.09	
EQUITY				
380-0200	COURT BUILDING SECURITY FUND	0.00		
380-0700	RESERVE FOR PREPAIDS	0.00		
380-0800	UNAVAILABLE REVENUE	0.00		
390-0000	FUND BALANCE/RETAINED EARN	1,776,698.28		
390-1000	INVESTMENT IN FIXED ASSETS	0.00		
390-9999	SUSPENSE	0.00		
	TOTAL BEGINNING EQUITY	1,776,698.28		
	TOTAL REVENUE	5,973,040.95		
	TOTAL EXPENSES	4,013,009.96		
	REVENUE OVER/(UNDER) EXPENSES	1,960,030.99		
	TOTAL EQUITY & OVER/(UNDER)		3,736,729.27	
	TOTAL LIABILITIES, EQUITY & OVER/(UNDER)			5,035,771.36
	*** AMOUNT OUT OF BALANCE ***			186.50

Agenda Item No. 5

BALANCE SHEET
AS OF: MARCH 31ST, 2021

02 -DEBT SERVICE- BONDS

ACCOUNT#	TITLE			
ASSETS				
101-2000	DEBT SERVICE CASH	36,038.31		
105-0000	RECEIVABLE - AD VALOREM	19,330.66		
120-0000	DUE FROM GF OPERATING	400,000.00		
150-0000	DEFERRED BOND ISSUE COST	0.00		
			455,368.97	
	TOTAL ASSETS			455,368.97
LIABILITIES				
201-0000	ACCOUNTS PAYABLE	0.00		
201-0200	PAYABLES-PRIOR YEAR	0.00		
201-1000	PRINCIPAL PAYABLE - 1993 GO	0.00		
201-1500	PRINCIPAL PAYABLE - 2002 CofO	0.00		
201-2000	DEFERRED TAX REVENUE	15,699.03		
202-0910	PREPAID PAYABLES	0.00		
202-1300	DUE TO CAPITAL	0.00		
202-1310	DUE TO GENERAL FUND	0.00		
202-1400	ALLOWANCE FOR UNCOLLECTABLES	1,353.15		
203-1000	CURRENT PORTION LT DEBT	0.00		
203-1100	ACCRUED INTEREST	0.00		
	TOTAL LIABILITIES		17,052.18	
EQUITY				
390-0000	FUND BALANCE/RETAINED EARN	384,344.33		
390-9999	SUSPENSE	0.00		
	TOTAL BEGINNING EQUITY	384,344.33		
	TOTAL REVENUE	1,071,287.84		
	TOTAL EXPENSES	1,017,315.38		
	REVENUE OVER/(UNDER) EXPENSES	53,972.46		
	TOTAL EQUITY & OVER/(UNDER)		438,316.79	
	TOTAL LIABILITIES, EQUITY & OVER/(UNDER)			455,368.97

Agenda Item No. 5

BALANCE SHEET
AS OF: MARCH 31ST, 2021

03 -CAPITAL REPLACEMENT

ACCOUNT#	TITLE			
ASSETS				
101-2000	TEXPOOL CAPITAL PROJECTS	678.81		
101-2200	SAFEKEEPING - CITY	0.00		
101-2400	CAPITAL CASH	0.00		
101-2500	EDC CAPITAL CASH	0.00		
101-2600	FIRE DEPT CAPITAL CASH	0.00		
101-2700	POLICE DEPT CAPITAL CASH	2,550.00		
101-2800	ADMIN CAPITAL CASH	22,447.65		
101-3000	LOGIC CAPITAL CASH	613,670.58		
120-0000	DUE FROM CITY	0.00		
120-0001	DUE FROM DEBT SERVICE	0.00		
120-1000	PREPAID PAYABLES	0.00		
			639,347.04	
	TOTAL ASSETS			639,347.04
LIABILITIES				
201-0000	ACCOUNTS PAYABLE	0.00		
201-0100	RETAINAGE PAYABLE	0.00		
201-0200	PAYABLES PRIOR YEAR	0.00		
202-0910	PREPAID PAYABLES	0.00		
202-1300	DUE TO CITY GEN FUND	0.00		
202-1305	DUE FROM OTHER ACCOUNTS	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
390-0000	FUND BALANCE/RETAINED EARN	720,430.50		
	TOTAL BEGINNING EQUITY	720,430.50		
	TOTAL REVENUE	974.68		
	TOTAL EXPENSES	82,058.14		
	REVENUE OVER/(UNDER) EXPENSES	(81,083.46)		
	TOTAL EQUITY & OVER/(UNDER)		639,347.04	
	TOTAL LIABILITIES, EQUITY & OVER/(UNDER)			639,347.04

Agenda Item No. 5

BALANCE SHEET
AS OF: MARCH 31ST, 2021

04 -FIXED ASSET FUND

ACCOUNT#	TITLE			
ASSETS				
120-0000	LAND	1,715,631.00		
130-0410	BUILDINGS	6,873,540.00		
130-0460	VEHICLES & EQUIPMENT	4,350,363.71		
130-0480	EQUIPMENT UNDER CAPITAL LEASE	0.00		
130-0490	INFRASTRUCTURE	11,563,866.00		
130-0500	CONSTRUCTION IN PROGRESS	0.00		
			24,503,400.71	
	TOTAL ASSETS			24,503,400.71
LIABILITIES				
201-0100	ACCUMULATED DEPRECIATION	15,251,341.69		
201-0200	2000 F5500 BRUSH TRUCK	0.00		
201-0300	2003 FIRE ENGINE	0.00		
203-1000	CURRENT PORTION BONDS PAYABLE	766,773.00		
203-1100	LONG TERM PORTION BONDS PAYBLE	8,105,644.00		
203-1200	BOND PREMIUM	0.00		
203-1500	BOND PREMIUM	110,331.00		
230-0101	ACCRUED INTEREST	52,706.17		
	TOTAL LIABILITIES		24,286,795.86	
EQUITY				
390-0000	FUND BALANCE/RETAINED EARN	216,604.85		
390-1000	CAPITAL CONTRIBUTIONS	0.00		
390-9999	SUSPENSE	0.00		
	TOTAL BEGINNING EQUITY	216,604.85		
	TOTAL EQUITY & OVER/(UNDER)		216,604.85	
	TOTAL LIABILITIES, EQUITY & OVER/(UNDER)			24,503,400.71

Agenda Item No. 5

BALANCE SHEET
AS OF: MARCH 31ST, 2021

05 -ECONOMIC DEVELOPMENT CORP

ACCOUNT#	TITLE			
ASSETS				
101-2000	EDC OPERATING CASH	20,020.14		
101-2100	EDC TEXPOOL	26.82		
101-2600	LOGIC	1,829,298.50		
105-1000	RECEIVABLE - SALES TAX	286,861.89		
105-1001	RECEIVABLES PRIOR YEAR GRANTS	0.00		
120-0000	DUE FROM GENERAL FUND	0.00		
120-1000	DUE FROM EDC CAP PROJ	0.00		
			2,136,207.35	
	TOTAL ASSETS			2,136,207.35
LIABILITIES				
201-0000	ACCOUNTS PAYABLE	0.00		
201-0200	PRIOR YEAR PAYABLES	0.00		
201-0300	380 AGREEMENT PAYABLE	163,136.63		
201-1000	WAGES PAYABLE	0.00		
202-0910	PREPAID PAYABLES	0.00		
202-1300	DUE TO CITY OP	13,894.87		
	TOTAL LIABILITIES		177,031.50	
EQUITY				
390-0000	FUND BALANCE/RETAINED EARNINGS	1,808,381.97		
390-1000	PREPAID ITEMS	439.99		
	TOTAL BEGINNING EQUITY	1,808,821.96		
	TOTAL REVENUE	998,427.98		
	TOTAL EXPENSES	848,074.09		
	REVENUE OVER/(UNDER) EXPENSES	150,353.89		
	TOTAL EQUITY & OVER/(UNDER)		1,959,175.85	
	TOTAL LIABILITIES, EQUITY & OVER/(UNDER)			2,136,207.35

Agenda Item No. 5

BALANCE SHEET
AS OF: MARCH 31ST, 2021

06 -MUNICIPAL COURT SECURITY

ACCOUNT#	TITLE			
ASSETS				
101-2000	COURT SECURITY CASH	1,415.93		
105-1000	RECEIVABLES - PRIOR YEAR	1,723.76		
120-000	DUE FROM OPERATING	10,000.00		
130-0460	VEHICLES AND EQUIPMENT	0.00		
130-9000	ACCUMULATED DEPRECIATION	0.00		
			13,139.69	
	TOTAL ASSETS			13,139.69
LIABILITIES				
201-0000	ACCOUNTS PAYABLE	0.00		
201-0200	PAYABLES-PRIOR YEAR	0.00		
201-1000	WAGES PAYABLE	0.00		
202-0800	DENTAL INS	0.00		
202-0910	PREPAID PAYABLES	0.00		
202-1000	DUE TO GENERAL FUND	0.00		
202-1300	DUE TO OPERATING	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
390-0000	FUND BALANCE/RETAINED EARNINGS	10,376.65		
390-1000	INVESTMENT IN CAPITAL ASSETS	0.00		
	TOTAL BEGINNING EQUITY	10,376.65		
	TOTAL REVENUE	2,763.04		
	TOTAL EXPENSES	0.00		
	REVENUE OVER/(UNDER) EXPENSES	2,763.04		
	TOTAL EQUITY & OVER/(UNDER)		13,139.69	
	TOTAL LIABILITIES, EQUITY & OVER/(UNDER)			13,139.69

Agenda Item No. 5

BALANCE SHEET
AS OF: MARCH 31ST, 2021

07 -MUNICIPAL CRT TECHNOLOGY

ACCOUNT#	TITLE			
ASSETS				
101-2100	CRT TECH CASH	1,048.91		
120-0000	DUE FROM OPERATING	19,000.00		
			20,048.91	
	TOTAL ASSETS			20,048.91
LIABILITIES				
201-0000	ACCOUNTS PAYABLE	0.00		
202-0910	PREPAID PAYABLES	0.00		
202-1300	DUE TO	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
390-0000	FUND BALANCE/RETAINED EARNINGS	21,968.41		
	TOTAL BEGINNING EQUITY	21,968.41		
	TOTAL REVENUE	2,366.50		
	TOTAL EXPENSES	4,286.00		
	REVENUE OVER/(UNDER) EXPENSES	(1,919.50)		
	TOTAL EQUITY & OVER/(UNDER)		20,048.91	
	TOTAL LIABILITIES, EQUITY & OVER/(UNDER)			20,048.91

Agenda Item No. 5

BALANCE SHEET
AS OF: MARCH 31ST, 2021

08 -POLICE TRAINING

ACCOUNT#	TITLE			
ASSETS				
101-2100	PD TRAINING OPERATING ACCOUNT	4,006.34		
105-1000	RECEIVABLES - PRIOR YEAR	0.00		
105-9000	ALLOWANCE FOR DOUBTFUL ACCOUNT	0.00		
120-0000	DUE FROM	0.00		
130-0460	VEHICLES AND EQUIPMENT	0.00		
130-9000	ACCUMULATED DEPRECIATION	0.00		
			4,006.34	
	TOTAL ASSETS			4,006.34
LIABILITIES				
201-0000	ACCOUNTS PAYABLE	0.00		
201-0200	ACCOUNTS PAYABLE-PRIOR YEAR	0.00		
201-0300	WAGES PAYABLE	0.00		
202-0910	PREPAID PAYABLES	0.00		
202-1300	DUE TO	0.00		
203-1200	ACCRUED VACATION	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
390-0000	FUND BALANCE/RETAINED EARNINGS	2,885.48		
390-1000	INVESTMENT IN CAPITAL ASSETS	0.00		
	TOTAL BEGINNING EQUITY	2,885.48		
	TOTAL REVENUE	2,070.86		
	TOTAL EXPENSES	995.00		
	REVENUE OVER/(UNDER) EXPENSES	1,075.86		
	TOTAL EQUITY & OVER/(UNDER)		3,961.34	
	TOTAL LIABILITIES, EQUITY & OVER/(UNDER)			3,961.34
	*** AMOUNT OUT OF BALANCE ***			45.00

Agenda Item No. 5

BALANCE SHEET
AS OF: MARCH 31ST, 2021

09 -SCHOOL SAFETY

ACCOUNT#	TITLE			
ASSETS				
101-2000	SCHOOL SAFETY CASH	1,512.09		
105-1000	RECEIVABLES PRIOR YEAR	2,699.48		
120-0000	DUE FROM OPERATING	29,000.00		
			33,211.57	
	TOTAL ASSETS			33,211.57
LIABILITIES				
201-0000	ACCOUNTS PAYABLE	0.00		
201-0200	PRIOR YEAR PAYABLES	0.00		
202-1300	DUE TO OPERATING	0.00		
202-1400	DUE TO OTHER FUNDS	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
390-0000	FUND BALANCE/RETAINED EARNINGS	26,926.41		
	TOTAL BEGINNING EQUITY	26,926.41		
	TOTAL REVENUE	6,285.16		
	TOTAL EXPENSES	0.00		
	REVENUE OVER/(UNDER) EXPENSES	6,285.16		
	TOTAL EQUITY & OVER/(UNDER)		33,211.57	
	TOTAL LIABILITIES, EQUITY & OVER/(UNDER)			33,211.57

Agenda Item No. 5

BALANCE SHEET
AS OF: MARCH 31ST, 2021

10 -PEG

ACCOUNT#	TITLE			
ASSETS				
101-2000	PEG CASH	6,745.35		
105-1000	RECEIVABLES PRIOR YEAR	(1,268.56)		
105-1002	ACCOUNTS RECEIVABLES-FRANCHISE	1,268.56		
120-0000	ACCOUNTS RECEIVABLE FRANCHISE	0.00		
120-1000	DUE FROM OPERATING	104,000.00		
			110,745.35	
	TOTAL ASSETS			110,745.35
LIABILITIES				
201-0000	ACCOUNTS PAYABLE	0.00		
201-0200	PAYABLES - PRIOR YEAR	0.00		
202-1301	DUE TO OPERATING	14,977.05		
	TOTAL LIABILITIES		14,977.05	
EQUITY				
390-0000	FUND BALANCE/RETAINED EARNINGS	89,742.16		
	TOTAL BEGINNING EQUITY	89,742.16		
	TOTAL REVENUE	6,026.14		
	TOTAL EXPENSES	0.00		
	REVENUE OVER/(UNDER) EXPENSES	6,026.14		
	TOTAL EQUITY & OVER/(UNDER)		95,768.30	
	TOTAL LIABILITIES, EQUITY & OVER/(UNDER)			110,745.35

Agenda Item No. 5

BALANCE SHEET
AS OF: MARCH 31ST, 2021

11 -FORFEITURE STATE

ACCOUNT#	TITLE			
ASSETS				
101-2000	FORFEIT STATE CASH	8,719.54		
120-0000	DUE FROM	0.00		
			8,719.54	
	TOTAL ASSETS			8,719.54
LIABILITIES				
201-0000	ACCOUNTS PAYABLE	0.00		
201-0200	PAYABLES- PRIOR YEAR	0.00		
202-1300	DUE TO	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
390-0000	FUND BALANCE/RETAINED EARNINGS	8,717.74		
	TOTAL BEGINNING EQUITY	8,717.74		
	TOTAL REVENUE	0.00		
	TOTAL EXPENSES	0.00		
	REVENUE OVER/(UNDER) EXPENSES	0.00		
	TOTAL EQUITY & OVER/(UNDER)		8,717.74	
	TOTAL LIABILITIES, EQUITY & OVER/(UNDER)			8,717.74
	*** AMOUNT OUT OF BALANCE ***			1.80

Agenda Item No. 5

BALANCE SHEET
AS OF: MARCH 31ST, 2021

14 -STREET MAINTENANCE

ACCOUNT#	TITLE			
ASSETS				
101-2000	STREET MAINT CASH	18,625.05		
101-3100	LOGIC STREET MAINTENANCE	1,257,144.35		
105-1000	ACCOUNTS RECEIVABLE	142,942.66		
120-0000	DUE FROM	0.00		
			1,418,712.06	
	TOTAL ASSETS			1,418,712.06
LIABILITIES				
201-0000	ACCOUNTS PAYABLE	0.00		
201-0200	PRIOR YEAR PAYABLES	0.00		
202-1300	DUE TO	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
390-0000	FUND BALANCE/RETAINED EARN	932,528.22		
	TOTAL BEGINNING EQUITY	932,528.22		
	TOTAL REVENUE	497,823.61		
	TOTAL EXPENSES	11,639.77		
	REVENUE OVER/(UNDER) EXPENSES	486,183.84		
	TOTAL EQUITY & OVER/(UNDER)		1,418,712.06	
	TOTAL LIABILITIES, EQUITY & OVER/(UNDER)			1,418,712.06

Agenda Item No. 5

BALANCE SHEET
AS OF: MARCH 31ST, 2021

15 -HOT TAX

ACCOUNT#	TITLE			
ASSETS				
101-2000	HOT TAX CASH	5,146.69		
105-1000	ACCOUNTS RECEIVABLE	8,112.85		
120-0000	DUE FROM OPERATING	53,000.00		
			66,259.54	
	TOTAL ASSETS			66,259.54
LIABILITIES				
201-0000	ACCOUNTS PAYABLE	0.00		
202-1300	DUE TO	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
390-0000	FUND BALANCE/RETAINED EARNINGS	51,805.13		
	TOTAL BEGINNING EQUITY	51,805.13		
	TOTAL REVENUE	14,454.41		
	TOTAL EXPENSES	0.00		
	REVENUE OVER/(UNDER) EXPENSES	14,454.41		
	TOTAL EQUITY & OVER/(UNDER)		66,259.54	
	TOTAL LIABILITIES, EQUITY & OVER/(UNDER)			66,259.54

Agenda Item No. 5

BALANCE SHEET
AS OF: MARCH 31ST, 2021

16 -LOC TRUANCY & PREVENTION

ACCOUNT#	TITLE			
ASSETS				
101-2100	LOC TRUANCY & PREVENTION FUND	109.77		
105-1000	ACCOUNTS RECEIVABLE	0.00		
120-0000	DUE FROM OPERATING	10,500.00		
			10,609.77	
	TOTAL ASSETS			10,609.77
LIABILITIES				
201-0000	ACCOUNTS PAYABLE	0.00		
201-0200	PRIOR YEAR PAYBLES	0.00		
202-0910	PREPAID PAYABLES	0.00		
202-1300	DUE TO	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
390-0000	FUND BALANCE/RETAINED EARNINGS	8,031.70		
	TOTAL BEGINNING EQUITY	8,031.70		
	TOTAL REVENUE	2,578.07		
	TOTAL EXPENSES	0.00		
	REVENUE OVER/(UNDER) EXPENSES	2,578.07		
	TOTAL EQUITY & OVER/(UNDER)		10,609.77	
	TOTAL LIABILITIES, EQUITY & OVER/(UNDER)			10,609.77

Agenda Item No. 5

BALANCE SHEET
AS OF: MARCH 31ST, 2021

17 -MUNICIPAL JURY FUND

ACCOUNT#	TITLE			
ASSETS				
101-2100	MUNICIPAL JURY FUND CASH	14.63		
105-1000	ACCOUNTS RECEIVABLE	0.00		
120-0000	DUE FROM	0.00		
			14.63	
	TOTAL ASSETS			14.63
LIABILITIES				
201-0000	ACCOUNTS PAYABLE	0.00		
201-0200	PRIOR YEAR PAYABLES	0.00		
202-0910	PREPAID PAYABLES	0.00		
202-1300	DUE TO	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
390-0000	FUND BALANCE/RETAINED EARNINGS	(37.31)		
	TOTAL BEGINNING EQUITY	(37.31)		
	TOTAL REVENUE	51.94		
	TOTAL EXPENSES	0.00		
	REVENUE OVER/(UNDER) EXPENSES	51.94		
	TOTAL EQUITY & OVER/(UNDER)		14.63	
	TOTAL LIABILITIES, EQUITY & OVER/(UNDER)			14.63

Agenda Item No. 5

BALANCE SHEET
AS OF: MARCH 31ST, 2021

18 -COH TREE MITIGATION

ACCOUNT#	TITLE			
ASSETS				
101-2100	COH TREE MITIGATION	7,916.08		
105-1000	ACCOUNTS RECEIVABLE	0.00		
120-0000	DUE FROM GENERAL FUND	0.00		
120-0010	DUE FROM OPERATING	127,000.00		
			134,916.08	
	TOTAL ASSETS			134,916.08
LIABILITIES				
201-0000	ACCOUNTS PAYABLE	0.00		
201-0200	PRIOR YEAR PAYABLES	0.00		
202-0910	PREPAID PAYABLES	0.00		
202-1300	DUE TO	0.00		
	TOTAL LIABILITIES		0.00	
EQUITY				
390-0000	FUND BALANCE/RETAINED EARNINGS	137,158.39		
	TOTAL BEGINNING EQUITY	137,158.39		
	TOTAL REVENUE	20.63		
	TOTAL EXPENSES	2,262.94		
	REVENUE OVER/(UNDER) EXPENSES	(2,242.31)		
	TOTAL EQUITY & OVER/(UNDER)		134,916.08	
	TOTAL LIABILITIES, EQUITY & OVER/(UNDER)			134,916.08

FUND # : 01 GENERAL FUND
G/L RANGE : ALL
ISSUE DATE: 0/00/0000 - 99/99/9999
REPORTED THRU: CURRENT BALANCES

STATUS: ALL
VENDOR RANGE: ALL
DEPT BREAK: N

Agenda Item No. 5

DETAILED REPORT

G/L ACCOUNT	===== ACCOUNT NAME =====	PO NO#	ISSUE DATE	VENDOR	== VENDOR NAME ==	== ITEM DESCRIPTION ==	AMOUNT OUTSTANDING
01 515-5330	COMMUNICATION & TECHNOLO	21-01177	3/22/2021	0356	DAILEY WELLS COMMU	Portable Radios	4,096.25
		21-01177	3/22/2021	0356	DAILEY WELLS COMMU	Portable Radios	7,937.50
						** TOTAL **	12,033.75
01 530-5303	COMMUNICATION & TECHNOLO	21-01177	3/22/2021	0356	DAILEY WELLS COMMU	Portable Radios	8,395.00
						** TOTAL **	8,395.00
01 550-5231	COVID19 VIRUS	21-01134	12/07/2020	2205	JEFFREY ALLEN COLL	AIR SHELTER/DECON TENT	25,084.99
						** TOTAL **	25,084.99
01 550-5241	BUILDING MAINTENANCE	21-01178	3/25/2021	1852	AIR AUTHORITY LLC	30% Down Payment	9,361.00
		21-01178	3/25/2021	1852	AIR AUTHORITY LLC	70% Completion Pay	21,844.00
						** TOTAL **	31,205.00
01 550-5250	IT MANAGED SERVICES/PROJ	21-01162	1/26/2021	0809	RX TECHNOLOGY	Laptop Setup	1,360.00
						** TOTAL **	1,360.00
01 560-5303	COMMUNICATION & TECHNOLO	21-01177	3/22/2021	0356	DAILEY WELLS COMMU	Portable Radios	20,987.50
						** TOTAL **	20,987.50
01 560-5318	VEHICLE MAINTENANCE	20-01109	10/26/2020	0093	MANDER AUTO SERVIC		62.50
		21-01148	1/12/2021	0093	MANDER AUTO SERVIC	VEHICLE REPAIR 6464	64.50
		21-01179	3/26/2021	0093	MANDER AUTO SERVIC	REPAIR/MAINT PD VEHICLE	64.50
						** TOTAL **	191.50

FUND # : 03 CAPITAL REPLACEMENT
G/L RANGE : ALL
ISSUE DATE: 0/00/0000 - 99/99/9999
REPORTED THRU: CURRENT BALANCES

STATUS: ALL
VENDOR RANGE: ALL
DEPT BREAK: N

Agenda Item No. 5

DETAILED REPORT

G/L ACCOUNT	===== ACCOUNT NAME =====	PO NO#	ISSUE DATE	VENDOR	== VENDOR NAME ==	== ITEM DESCRIPTION ==	AMOUNT OUTSTANDING
03 550-5514	VEHICLE PURCHASES	21-01135	12/14/2020	2206	CALDWELL COUNTRY F	FY 2021 PD PURCHASE	66,778.00
		21-01154	1/20/2021	0129	SOUTHWEST PUB SAFE	NEW PD VEHICLE EQUIPMNE	13,831.66
						** TOTAL **	80,609.66

FUND # : 05 ECONOMIC DEVELOPMENT CORP
G/L RANGE : ALL
ISSUE DATE: 0/00/0000 - 99/99/9999
REPORTED THRU: CURRENT BALANCES

STATUS: ALL
VENDOR RANGE: ALL
DEPT BREAK: N

Agenda Item No. 5

DETAILED REPORT

G/L ACCOUNT	===== ACCOUNT NAME =====	PO NO#	ISSUE DATE	VENDOR	== VENDOR NAME ==	== ITEM DESCRIPTION ==	AMOUNT OUTSTANDING
05 510-5208	CONC. DESIGN & LAND USE	21-01169	3/01/2021	2227	DIETRICH ELECTRICA	OTH BRIGDGE ELECTRICAL	5,500.00
						** TOTAL **	5,500.00

FUND # : ALL
G/L RANGE : ALL
ISSUE DATE: 0/00/0000 - 99/99/9999
REPORTED THRU: CURRENT BALANCES

STATUS: ALL
VENDOR RANGE: ALL
DEPT BREAK: N

Agenda Item No. 5

REPORT TOTALS

FUND: 01	GENERAL FUND		
	DEPT: 515	DISPATCH	12,033.75
	DEPT: 530	MUNICIPAL COURT	8,395.00
	DEPT: 550	BUILDING & GROUNDS	57,649.99
	DEPT: 560	POLICE DEPARTMENT	21,179.00
		** FUND TOTAL **	99,257.74
FUND: 03	CAPITAL REPLACEMENT		
	DEPT: 550	CAPITAL PORJECTS	80,609.66
		** FUND TOTAL **	80,609.66
FUND: 05	ECONOMIC DEVELOPMENT CORP		
	DEPT: 510	EDC	5,500.00
		** FUND TOTAL **	5,500.00
		** GRAND TOTAL **	185,367.40

FUND # : ALL
G/L RANGE : ALL
ISSUE DATE: 0/00/0000 - 99/99/9999
REPORTED THRU: CURRENT BALANCES

STATUS: ALL
VENDOR RANGE: ALL
DEPT BREAK: N

Agenda Item No. 5

REPORT TOTALS

GL WARNINGS

**** NOTE: PARTIAL REPORT SELECTED. PO'S NOT VERIFIED AGAINST GENERAL LEDGER.

SELECTION CRITERIA

Agenda Item No. 5

REPORT OPTIONS

REPORTED THRU: CURRENT BALANCES
REPORT TYPE: DETAIL
BREAK BY DEPT: NO

STATUS: OUTSTANDING
RECEIVED
PARTIAL

FUND : ALL
G/L RANGE : ALL
ISSUE DATE: 0/00/0000 - 99/99/9999
VENDOR RANGE: ALL

**** END OF REPORT ****

CITY COUNCIL
AGENDA ITEM REQUEST FORM

MEETING DATE: April 8, 2021

AGENDA PLACEMENT:

- ☐ **PUBLIC HEARING**
- ☐ **RECOGNITION**
- ☐ **UNFINISHED BUSINESS**
- ☒ **CONSENT**
- ☐ **INDIVIDUAL**
- ☐ **CLOSED**

CAPTION:

Approval of cancelling the April 22, 2021 City Council Regular Meetings due to City Hall Council Chambers being used as a voting center for the May 1, 2021 Election. (Staff)

EXECUTIVE SUMMARY:

City Hall Council Chambers will be an early voting and election day vote center for the upcoming joint General, Special, and Charter Election on May 1, 2021. The early voting period begins on Monday, April 19 and ends on Tuesday, April 27. Election day is on Saturday, May 1.

PREPARED BY: Celina Perez, City Secretary

DATE SUBMITTED: March 30, 2021

CITY COUNCIL
AGENDA ITEM REQUEST FORM

MEETING DATE: April 8, 2021

AGENDA PLACEMENT:

- ☐ **PUBLIC HEARING**
- ☐ **RECOGNITION**
- ☐ **UNFINISHED BUSINESS**
- ☒ **CONSENT**
- ☐ **INDIVIDUAL**
- ☐ **CLOSED**

CAPTION:

Approval of a Resolution of the City Council of the City of Helotes, Texas authorizing the closure of portions of Old Bandera, Bandera (S.H. 16), Leslie, Signal Hill and Rainbow Ridge Roads during certain hours for the 54th Annual Helotes Cornyval Parade; approving a parade route parade; and approving notification to the Texas Department of Transportation (TxDOT). (Staff)

EXECUTIVE SUMMARY:

The City of Helotes has a Multi-Year Agreement with Texas Department of Transportation (TxDOT) that allows the City to submit requests for temporary closure of state highways, more specifically, to hold the Annual Helotes Cornvval Parade. The Multi-Year Agreement is valid for the period of April 2019 – April 2023. The official state highway closure request to TxDOT must include a resolution approved by Council, that establishes the 54th Annual Cornyval Parade operations and traffic control plan. Staff is currently planning the parade; however, it could be cancelled if one of the following occurs:

- Staff does not secure at least 50 entries by April 1; and/or
- New Executive Orders resulting from COVID-19 are announced by the Texas Governor or the Bexar County Judge, that requires the City to cancel the event on or before May 1.

FINANCIAL IMPACT:

The City will pay for parade costs, to include traffic control and security services. The cost for the May 2019 parade was approximately $10,275.00. The City did not hold a parade in May 2020.

ATTACHMENTS:

Attachment A – Resolution

PREPARED BY: Andrea Wazir, Public Relations Specialist

DATE SUBMITTED: March 11, 2021

RESOLUTION NO. 21-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS AUTHORIZING THE CLOSURE OF PORTIONS OF OLD BANDERA, BANDERA (S.H. 16), LESLIE, SIGNAL HILL, AND RAINBOW RIDGE ROADS DURING CERTAIN HOURS FOR THE 54th ANNUAL HELOTES CORNYVAL PARADE; APPROVING A ROUTE FOR THE CORNYVAL PARADE TO COMMENCE ON LESLIE ROAD AND TRAVEL NORTH ON THE SOUTHBOUND LANES OF S.H. 16 AND MERGE ON TO OLD BANDERA ROAD AT THE SOUTH END OF OLD BANDERA ROAD; ESTABLISHING THE PARADE DISBANDING AREA ALONG ANTONIO DRIVE AND AT THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS LOCATED AT 13153 ANTONIO DRIVE, HELOTES, TEXAS 78023; AND APPROVING NOTIFICATION TO THE STATE OF TEXAS, ACTING BY AND THROUGH TXDOT, OF THE PARADE AND STREET CLOSURES.

WHEREAS, the City Council of the City of Helotes desires to close portions of Old Bandera, Bandera (S.H. 16), Leslie, Signal Hill, and Rainbow Ridge Roads during certain hours for the 54th Annual Helotes Cornyval Parade.

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

Section One. ***Road Closures and Approval.*** The following roadways, as designated on the Cornyval Parade Traffic Control Plan (hereinafter "TCP" and attached hereto as Exhibit "A"), shall be closed for the 54th Annual Helotes Cornyval Parade on Saturday, May 1, 2021 during associated times:

- Old Bandera Road in its entirety from its intersection with Antonio Drive to its intersection with Bandera Road (S.H. 16) Southbound lanes, as deemed necessary by the City, from 7:00 a.m. to 12:30 p.m.; and
- Sections of Southbound lanes of Bandera Road (S.H. 16) from Floore Drive to Leslie Road shall be closed to traffic, and Southbound traffic will be rerouted to the Northbound lanes of Bandera Road (S.H. 16), which will be designated as two-lane traffic, as deemed necessary by the City, from 7:00 a.m. to 12:30 p.m.; and
- Sections of Westbound lanes of Leslie Road from Bandera Road (S.H. 16) to Rainbow Ridge shall be closed to traffic, and Westbound traffic will be rerouted to the Eastbound lanes of Leslie Road which will be designated as two-lane traffic for the duration of the Parade line up, as deemed necessary by the City, from 5:00 a.m. to 12:30 p.m.; and
- Sections of Westbound lanes of Rainbow Ridge from Leslie Road to Signal Hill shall be closed to traffic, and Westbound traffic will be rerouted to the Eastbound lanes of Rainbow Ridge which will be designated as two-lane traffic for the duration of the Parade line up, as deemed necessary by the City, from 5:00 a.m. to 12:30 p.m.; and
- Signal Hill, in its entirety, shall be closed to traffic for the duration of the Parade line up, as deemed necessary by the City, from 5:00 a.m. to 12:30 p.m. on May 2, 2020.

DRAFT

The closure and rerouting of traffic will be coordinated by the City of Helotes Police, Fire, and Public Works Departments, and temporary signage, fencing, and barricading identified within the TCP will be provided by a vendor experienced in such activity.

Section Two. ***Parade Route.*** A route for the 54th Annual Helotes Cornyval Parade is approved and will commence on Leslie Road and travel North on the Southbound lanes of S.H. 16 and merge on to Old Bandera Road at the South end of Old Bandera Road and continue to travel through the Old Town Helotes Special District. The Parade will terminate at the intersection of Antonio Drive and Old Bandera Road, and the disband locations shall be along Antonio Drive and located at the Church of Jesus Christ of Latter-Day Saints located at 13153 Antonio Drive, Helotes, Texas 78023.

Section Three. ***Notice.*** The Mayor is authorized to provide notice to the State of Texas, acting by and through TxDOT, as required by the current Multi-Year Agreement for the Temporary Closure of State Right-of-Way.

PASSED AND APPROVED this the 8th day of April, 2021.

CITY OF HELOTES TEXAS:

_____
Thomas A. Schoolcraft, Mayor

ATTEST:

_____
Celina Perez, City Secretary

DRAFT

Attachment A - Exhibit A

NOTES:

1) CONE SPACING 50' PER TXDOT STANDARDS BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES STANDARDS FOR LANE CLOSURE SIGNING AND TRAFFIC CONTROL DEVICE SPACING REQUIREMENT.

2) HELOTES AND NISD POLICE DEPT WILL PROVIDE OFFICERS AT SPECIFIC LOCATIONS FOR TRAFFIC DIRECTION TO MINIMIZE DELAYS AND PROVIDE SAFE AND EFFICIENT FLOW OF TRAFFIC.

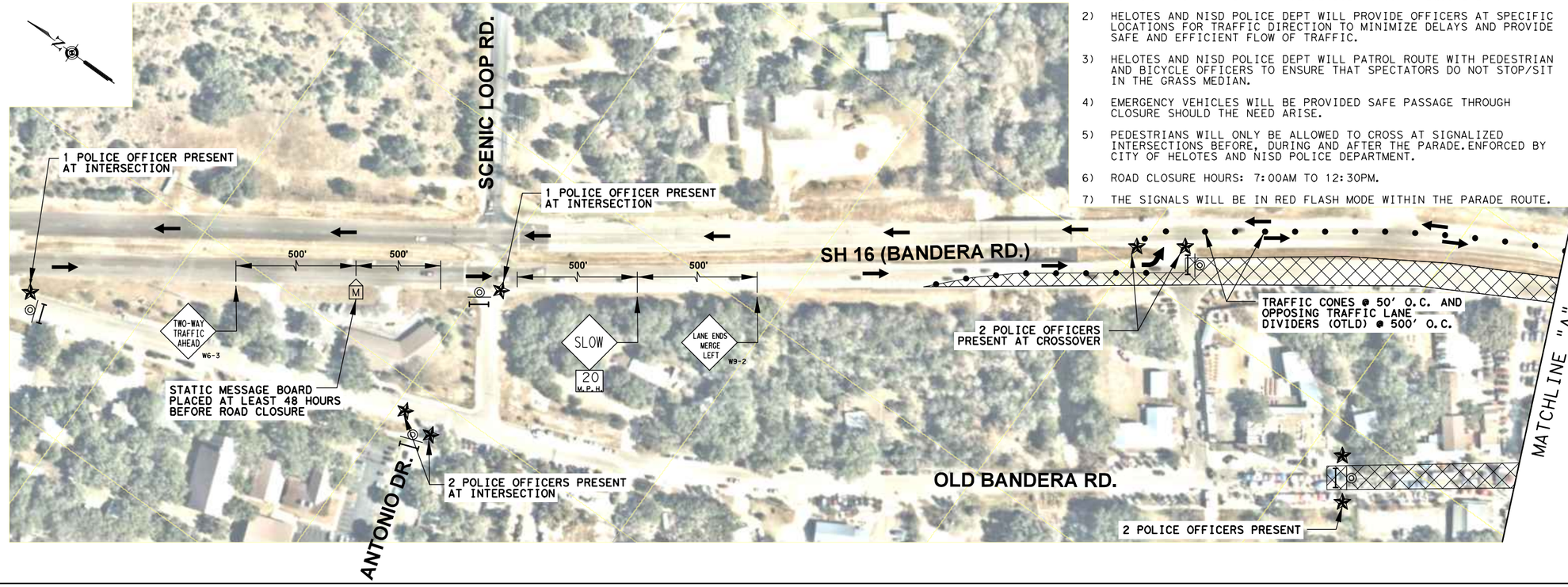
3) HELOTES AND NISD POLICE DEPT WILL PATROL ROUTE WITH PEDESTRIAN AND BICYCLE OFFICERS TO ENSURE THAT SPECTATORS DO NOT STOP/SIT IN THE GRASS MEDIAN.

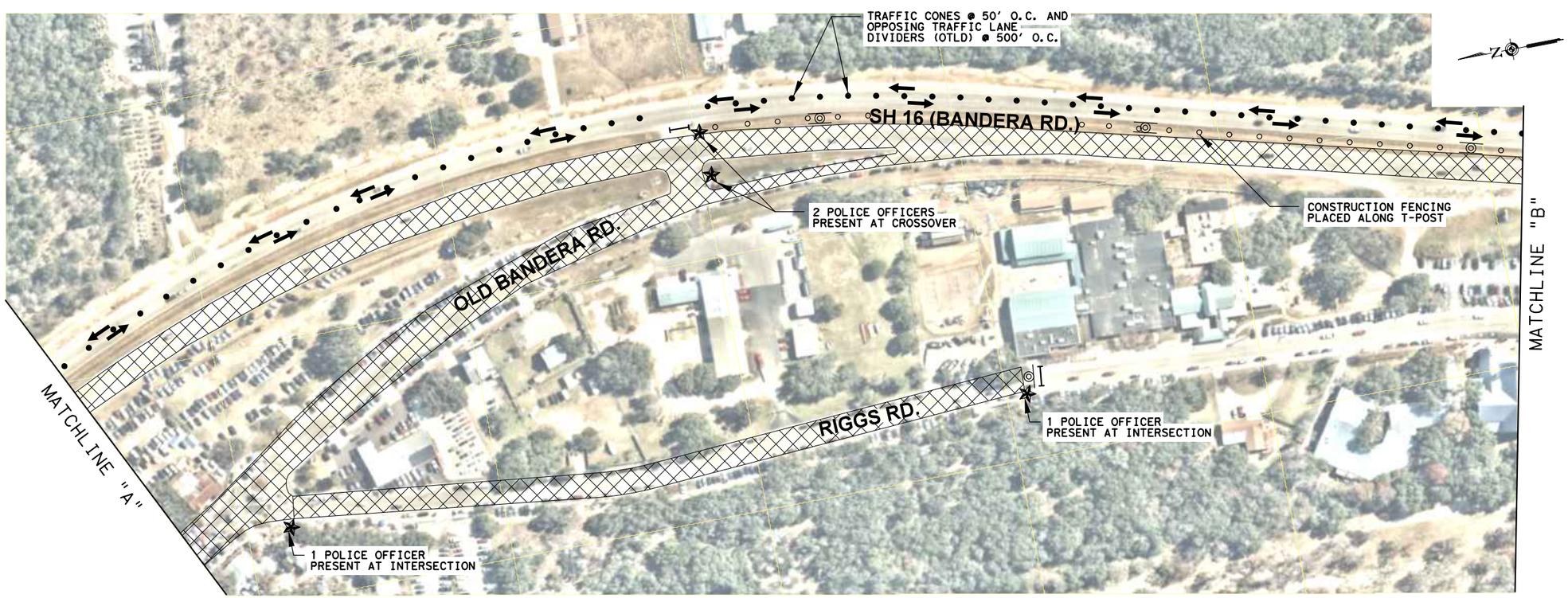
4) EMERGENCY VEHICLES WILL BE PROVIDED SAFE PASSAGE THROUGH CLOSURE SHOULD THE NEED ARISE.

5) PEDESTRIANS WILL ONLY BE ALLOWED TO CROSS AT SIGNALIZED INTERSECTIONS BEFORE, DURING AND AFTER THE PARADE. ENFORCED BY CITY OF HELOTES AND NISD POLICE DEPARTMENT.

6) ROAD CLOSURE HOURS: 7:00AM TO 12:30PM.

7) THE SIGNALS WILL BE IN RED FLASH MODE WITHIN THE PARADE ROUTE.





LEGEND

- LANE ENDS MERGE LEFT — W9-2 SIGN (1 TOTAL REQUIRED)
- LANE ENDS MERGE RIGHT — W9-2 SIGN (1 TOTAL REQUIRED)
- TWO-WAY TRAFFIC AHEAD — W6-3 SIGNS (4 TOTAL REQUIRED)
- LEFT LANE CLOSED AHEAD — W20-5L SIGN (2 TOTAL REQUIRED)
- SLOW — W8-12 SLOW SIGN (1 TOTAL REQUIRED)
- 20 MPH SIGNS (1 TOTAL REQUIRED)
- PEDESTRIAN SIGNS (9 TOTAL REQUIRED)
- DIRECTION OF TRAFFIC
- PARADE AREA
- TRAFFIC CONES (331 TOTAL REQUIRED) AND OTLD (25 TOTAL REQUIRED)
- T-POST AT 50' O.C. WITH CONSTRUCTION FENCING
- TY III BARRICADE (19 TOTAL REQUIRED)
- ROAD CLOSED SIGN (9 TOTAL REQUIRED)
- NO PEDESTRIANS IN MEDIAN (10 TOTAL REQUIRED)
- POLICE OFFICER (20 TOTAL REQUIRED)
- STATIC MESSAGE BOARD (3 TOTAL REQUIRED)

LNV
TBPE FIRM NO. F-366
8918 TESORO DRIVE
SAN ANTONIO, TEXAS 78217

STATE OF TEXAS
BYRON G. SANDERFER
99241
LICENSED
PROFESSIONAL ENGINEER

03/13/19

CITY OF HELOTES ★ COUNTY OF BEXAR ★ INCORPORATED 1981

CORNYVAL PARADE TRAFFIC CONTROL PLAN

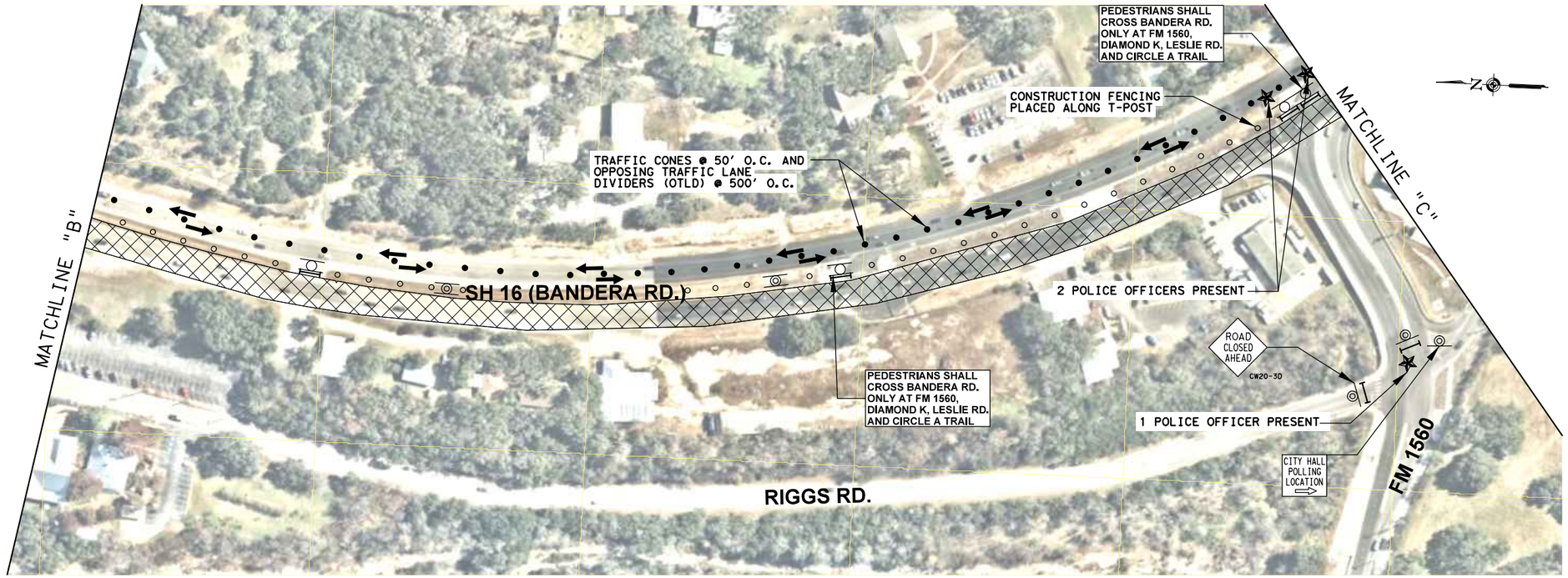
SCALE: 1" = 200'

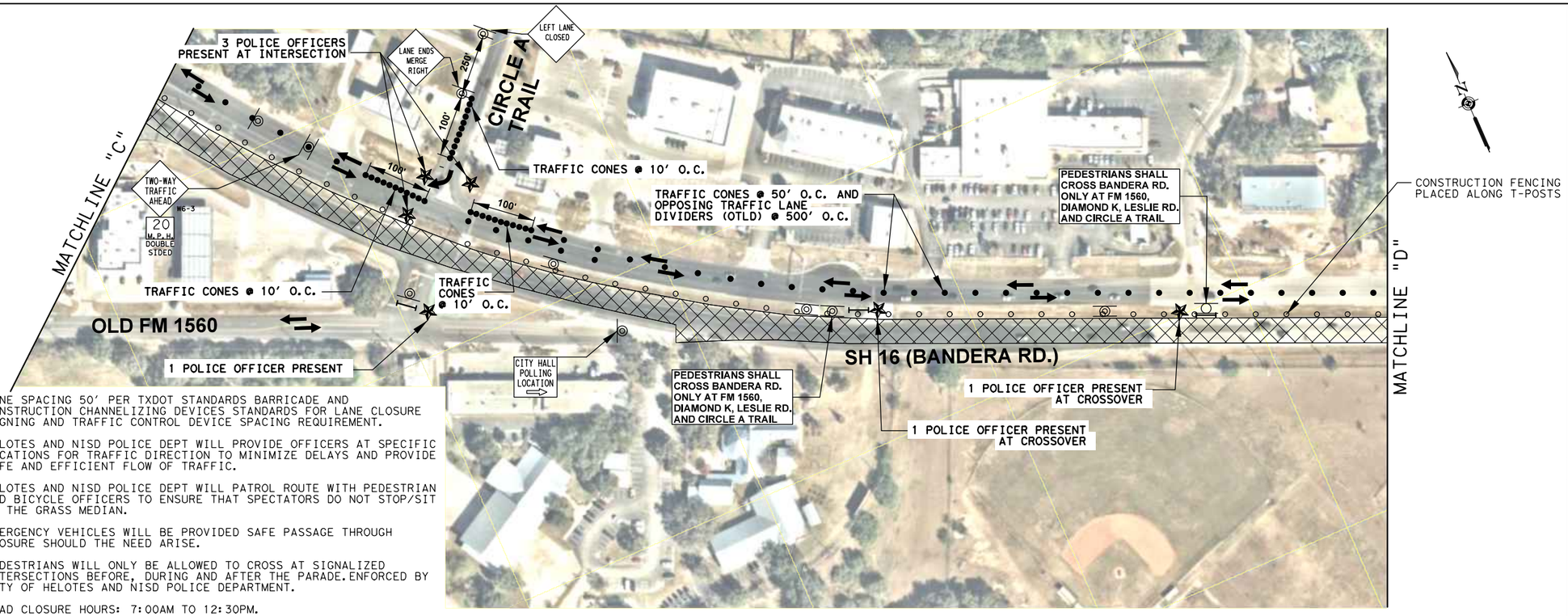
SHEET 1 OF 5

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			
STATE	DISTRICT	COUNTY	
TEXAS	SAT	BEXAR	
CONTROL	SECTION	JOB	HIGHWAY NO.
			SH 16

3/13/2019
S:\Projects\Helotes\Helotes Cornyval Parade TCP\BanderaRd01.dgn

Attachment A - Exhibit A





NOTES:

1) CONE SPACING 50' PER TXDOT STANDARDS BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES STANDARDS FOR LANE CLOSURE SIGNING AND TRAFFIC CONTROL DEVICE SPACING REQUIREMENT.
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6) ROAD CLOSURE HOURS: 7:00AM TO 12:30PM.
7) THE SIGNALS WILL BE IN RED FLASH MODE WITHIN THE PARADE ROUTE.

LEGEND

- LANE ENDS MERGE LEFT — W9-2 SIGN (1 TOTAL REQUIRED)
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- TWO-WAY TRAFFIC AHEAD — W6-3 SIGNS (4 TOTAL REQUIRED)
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- TRAFFIC CONES (331 TOTAL REQUIRED) AND OTLD (25 TOTAL REQUIRED)
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- POLICE OFFICER (20 TOTAL REQUIRED)
- STATIC MESSAGE BOARD (3 TOTAL REQUIRED)

LNV
TBPE FIRM NO. F-366
8918 TESORO DRIVE
SAN ANTONIO, TEXAS 78217

STATE OF TEXAS
BYRON G. SANDERFER
99241
LICENSED
PROFESSIONAL ENGINEER

03/13/19

CITY OF HELOTES ★ COUNTY OF BEXAR
INCORPORATED 1961

CORNYVAL PARADE TRAFFIC CONTROL PLAN

SCALE: 1" = 200'

SHEET 2 OF 5

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			
STATE	DISTRICT	COUNTY	
TEXAS	SAT	BEXAR	
CONTROL	SECTION	JOB	HIGHWAY NO.
			SH 16

3/13/2019
S:\Projects\Helotes\Helotes Cornyval Parade TCP\BanderaRd02.dgn

Attachment A - Exhibit A

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LICENSED
PROFESSIONAL ENGINEER

03/13/19

CITY OF HELOTES ★ COUNTY OF BEXAR ★ INCORPORATED 1981

CORNYVAL PARADE TRAFFIC CONTROL PLAN

SCALE: 1" = 200'

SHEET 3 OF 5

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			
STATE	DISTRICT	COUNTY	
TEXAS	SAT	BEXAR	
CONTROL	SECTION	JOB	HIGHWAY NO.
			SH 16

3/13/2019
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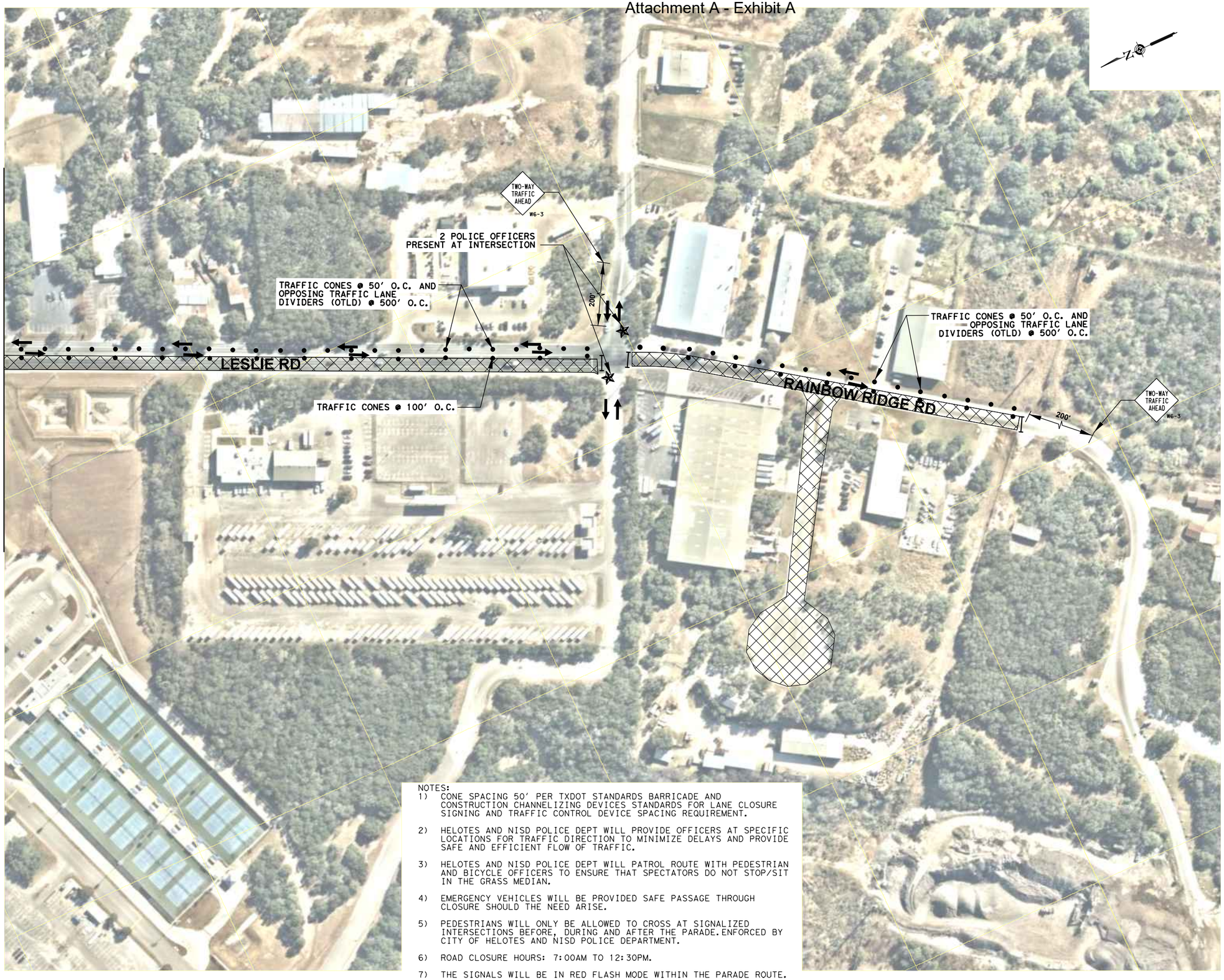
Attachment A - Exhibit A



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STATE OF TEXAS
BYRON G. SANDERFER
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LICENSED
PROFESSIONAL ENGINEER

03/13/19

CITY OF HELOTES ★ COUNTY OF BEXAR ★ INCORPORATED 1981

CORNYVAL PARADE TRAFFIC CONTROL PLAN

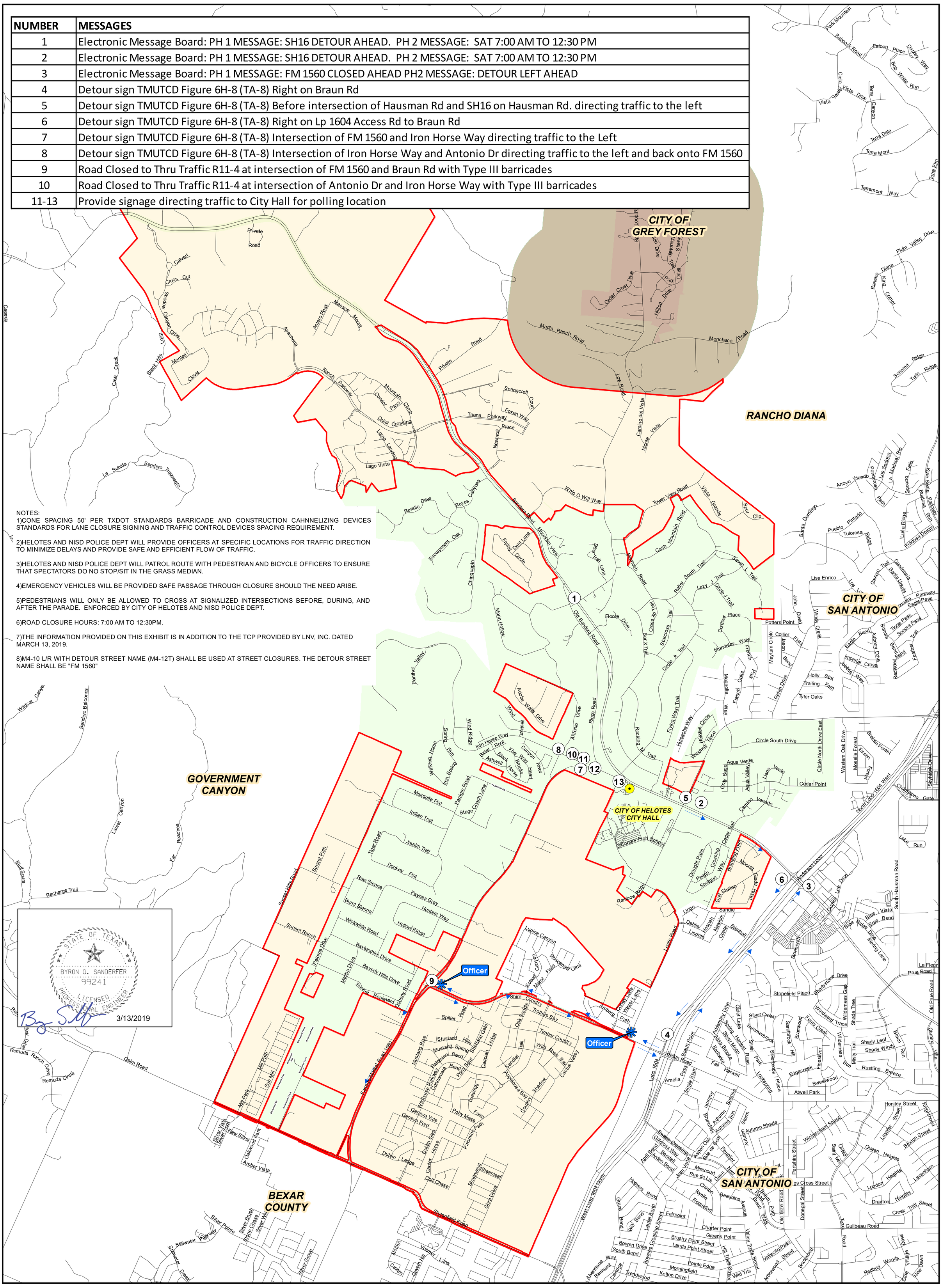
SCALE: 1" = 200'

SHEET 4 OF 5

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			
STATE	DISTRICT	COUNTY	
TEXAS	SAT	BEXAR	
CONTROL	SECTION	JOB	HIGHWAY NO.
			SH 16

3/13/2019
S:\Projects\Helotes\Helotes Cornyval Parade TCP\BanderaRd04.dgn

NUMBER	MESSAGES
1	Electronic Message Board: PH 1 MESSAGE: SH16 DETOUR AHEAD. PH 2 MESSAGE: SAT 7:00 AM TO 12:30 PM
2	Electronic Message Board: PH 1 MESSAGE: SH16 DETOUR AHEAD. PH 2 MESSAGE: SAT 7:00 AM TO 12:30 PM
3	Electronic Message Board: PH 1 MESSAGE: FM 1560 CLOSED AHEAD PH2 MESSAGE: DETOUR LEFT AHEAD
4	Detour sign TMUTCD Figure 6H-8 (TA-8) Right on Braun Rd
5	Detour sign TMUTCD Figure 6H-8 (TA-8) Before intersection of Hausman Rd and SH16 on Hausman Rd. directing traffic to the left
6	Detour sign TMUTCD Figure 6H-8 (TA-8) Right on Lp 1604 Access Rd to Braun Rd
7	Detour sign TMUTCD Figure 6H-8 (TA-8) Intersection of FM 1560 and Iron Horse Way directing traffic to the Left
8	Detour sign TMUTCD Figure 6H-8 (TA-8) Intersection of Iron Horse Way and Antonio Dr directing traffic to the left and back onto FM 1560
9	Road Closed to Thru Traffic R11-4 at intersection of FM 1560 and Braun Rd with Type III barricades
10	Road Closed to Thru Traffic R11-4 at intersection of Antonio Dr and Iron Horse Way with Type III barricades
11-13	Provide signage directing traffic to City Hall for polling location



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6)ROAD CLOSURE HOURS: 7:00 AM TO 12:30PM.

7)THE INFORMATION PROVIDED ON THIS EXHIBIT IS IN ADDITION TO THE TCP PROVIDED BY LNV, INC. DATED MARCH 13, 2019.

8)M4-10 L/R WITH DETOUR STREET NAME (M4-12T) SHALL BE USED AT STREET CLOSURES. THE DETOUR STREET NAME SHALL BE "FM 1560"

STATE OF TEXAS
BYRON G. SANDERFER
99241
LICENSED
PROFESSIONAL ENGINEER
3/13/2019

- Officer
- City of Helotes - City Hall Location
- Traffic Flow
- ETJOtherCities selection
- City of Helotes ETJ
- City of Grey Forest ETJ
- City of Helotes
- City of Grey Forest

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

CITY OF Helotes

CITY OF HELOTES CORNYVAL REGIONAL TCP EXHIBIT

12951 Bandera Road
Helotes, Texas 78023
Phone: 210-695-8877
Fax: 210-695-2123

P 5 of 5

0 825 1,650 3,300 4,950 Feet

1 inch = 1,650 feet

Date Revised: 3/13/2019

N W E S

LNV
engineers | architects | surveyors

TBPE FIRM NO. F-366

TBPE FIRM NO. F-366
8918 Tesoro Drive, Suite 401
San Antonio, TX 78217
Phone: 210-822-2232
www.LNVINC.com

CITY COUNCIL
AGENDA ITEM REQUEST FORM

MEETING DATE: April 8, 2021

AGENDA PLACEMENT:

- ☐ **PUBLIC HEARING**
- ☐ **RECOGNITION**
- ☐ **UNFINISHED BUSINESS**
- ☒ **CONSENT**
- ☐ **INDIVIDUAL**
- ☐ **CLOSED**

CAPTION:

Approval of a Stormwater Management Plan, Version 3, pursuant to Municipal Code of Ordinances Chapter 34 *Environment*, Article IV *Stormwater Detention and Drainage*, for Helotes Retail Center located at 14108 Bandera Road, Helotes, Texas 78023, more particularly described as BCAD Prop. ID No. 242105. (Applicant)

EXECUTIVE SUMMARY:

Helotes Retail Center is a commercial development currently under construction and situated in the Goodson Subdivision, a 1.96 acre tract of land located near the intersection of S.H. 16 and Old Bandera Road. The retail development consists of three (3) multi-tenant lease space buildings and one (1) office space building. The applicant has received the below approvals for this development:

- Conceptual Design Plan including site plan, building design and exterior lighting – recommended for approval by Planning & Zoning Commission on August 6, 2019 and received final approval by City Council on August 8, 2019;

- Subdivision Plat – recommended for approval by Planning & Zoning Commission on November 5, 2019 and received final approval by City Council on November 14, 2019;

- Stormwater Management Plan, Version 1 – presented during the subdivision platting stage and approved by City Council on December 12, 2019;

- Stormwater Management Plan, Version 2 – approved by City Council on August 27, 2020. The applicant submitted construction renderings, which triggered the submittal of a secondary Stormwater Management Plan, since the retail center's building rooftops are considered impervious cover and will create stormwater run-off.

The applicant is proposing to change the stormwater detention system and has submitted a third revision of the Stormwater Management Plan for approval. The impervious cover amount will remain the same. The City Engineer has reviewed Version 3 of the Stormwater Management Plan for Helotes Retail Center and recommends approval in accordance with Chapter 34 *Environment*, Article IV *Stormwater Detention and Drainage*.

ATTACHMENTS:

Attachment A – City Engineer Recommendation Letter
Attachment B – Helotes Retail Center Site
Attachment C – Stormwater Management Plan, Version 3

PREPARED BY: Celina Perez, City Secretary

DATE SUBMITTED: March 31, 2021

Attachment A

LNV
an Ardurra Company

03/31/2021

Ms. Celina Perez
City Secretary
City of Helotes
P.O. Box 507
Helotes, TX 78023

Re: Helotes Retail Center
Storm Water Management Plan. Version 3
Approval Letter

Dear Ms. Perez,

The Storm Water Management Plan for the Helotes Retail Center submitted by CivilTech, PLLC has been reviewed and determined that the proposed changes to the stormwater detention system meets the requirements outlined in the Helotes Code of Ordinance, Chapter 34: Environment, Article IV: Storm Water Detention and Drainage. An upgraded on-site underground detention facility will be provided, therefore, I recommend approval.

Please place the Storm Water Management Plan on the next available City Council agenda for discussion and appropriate action.

If you have any questions, please feel free to contact me at (210) 822-2232.

Sincerely,
LNV, LLC.
TBPE Firm No. F-366

Joseph T. Arteritano, PE
Senior Project Manager

8918 TESORO DRIVE | SUITE 401 | SAN ANTONIO, TEXAS 78217
OFFICE 210.822.2232 | FAX 210.822.40326 | WWW.LNVINC.COM

Attachment B

Property Identification #: 1321866

Geo ID:	04524-701-1110
Situs Address:	E BANDERA HELOTES, TX 78023
Property Type:	Real
State Code:	C1

Property Information: 2021

Legal Description:	CB 4524G BLK 1 LOT 111 (GOODSON SUBD)
Abstract:	20001/1748
Neighborhood:	NBHD code51310
Appraised Value:	N/A
Jurisdictions:	56, 42, 06, 09, 08, 11, CAD, 10

Owner Identification #: 3279757

Name:	LEGACY HELOTES LLC
Exemptions:	
DBA:	Null

Bexar CAD Map Search

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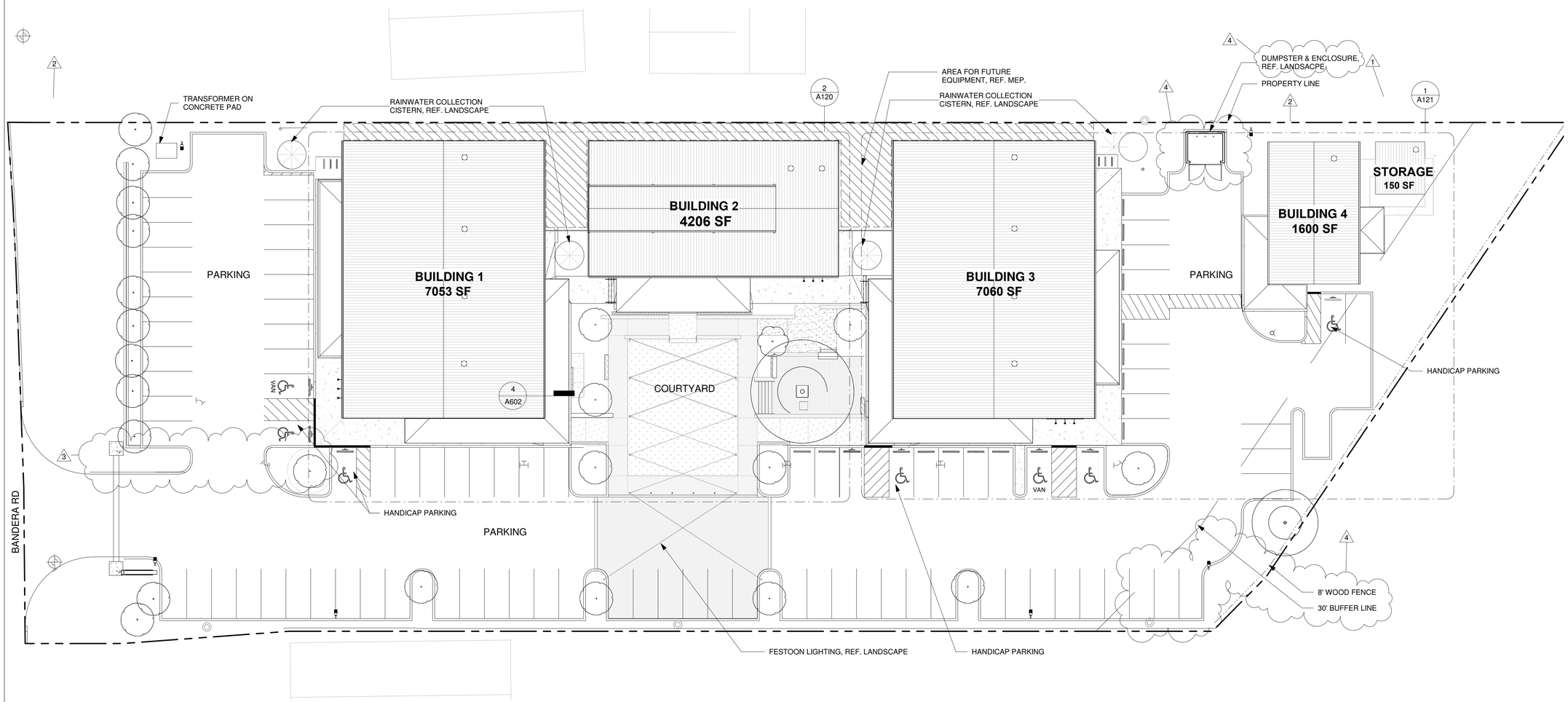
Attachment B

GENERAL SITE PLAN NOTES:

1. REFERENCE CIVIL AND LANDSCAPE PLAN FOR FURTHER INFORMATION ON ALL COMPONENTS OF THE SITE DESIGN. CONTACT ARCHITECT IN A TIMELY MANNER TO RESOLVE DISCRPENECIES BETWEEN DIFFERENT DRAWINGS OR DISCIPLINES. THE MORE EXPENSIVE OR STRINGENT DESIGN SHALL BE ASSUMED TO TAKE PRECEDENT.
2. REFERENCE GEOTECHINCAL REPORTS FOR RECOMMENDED TREATMENT BELOW IMPROVEMENTS.



1 SITE PLAN
1" = 20'-0"

5/22/2020 11:37:43 AM

OVERLAND

203 E. Jones Ave., Suite 104
San Antonio, Texas 78215
TEL (210) 829-7003 FAX (210) 829-0844

Structural Engineer
Stephen P. Bourassa, P.E.
SPB Engineering
8503 NW Military Hwy, Suite 105-Box145
San Antonio, Texas 78231
TEL (210) 273-5293

Mechanical, Electrical, and Plumbing Engineer
Roger Mendez, Carlos Farias, Miguel Garcia
RGM Engineering
6243 West Interstate 10, Suite 501
San Antonio, Texas 78201
TEL (210)299-4522

Landscape Architect
Rialto Studio
2425 Broadway, Suite 105
San Antonio, Texas 78215
TEL (210)828-1155

Civil Engineer
Juan Rodriguez
LIQUE Engineers
110 East Houston Street, 7th floor
San Antono, TX 78205
TEL (210)373-9383

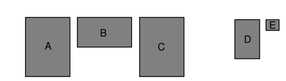
HELOTES RETAIL

14108 Bandera Rd, Helotes, TX 78023

N

No.	Date	Description
1	12.20.19	Addendum 1
2	3.6.20	Addendum 2
3	4.22.20	Addendum 3
4	5.22.20	Addendum 4

KEYPLAN



SITE PLAN

ISSUED FOR CONSTRUCTION

JOEL C. ALBEA LIC# 21316
REGISTERED ARCHITECT, STATE OF TEXAS

Project number	1933
Date	1/9/2019
Drawn by	AB
Checked by	JA

A100

Drainage Report for:

Helotes Retail Center

PREPARED BY:

CIVIL TECH, PLLC.
ENGINEERS, CONSULTANTS, LAND PLANNERS

TBPE Firm No. 13711

STATE OF TEXAS
JAMES P. McGARR
108753
LICENSED
PROFESSIONAL ENGINEER

March 30, 2021

CIVIL TECH, PLLC.
ENGINEERS, CONSULTANTS, LAND PLANNERS

Table of Contents

SITE DESCRIPTION 3

EXISTING CONDITIONS 3

PROPOSED CONDITIONS 3

METHODOLOGY 4

Downstream Analysis 4

CONCLUSION 4

POND SUMMARY 4

ATTACHMENTS

A. DRAINAGE AREA MAP

B.HYDRO-CAD PROPOSED DETENTION MODEL

C. GRADING PLAN

D.DETENTION POND

E. DETENTION POND SECTIONS

F. DRAINAGE AREA DA-2 12 MIN TC

G. TXDOT CULVERT ANALYSIS 12 MIN TC

H. POND ANALYSIS 8 MIN TC

I. TXDOT CORRESPONDENCE

CIVIL TECH, PLLC.
ENGINEERS, CONSULTANTS, LAND PLANNERS

SITE DESCRIPTION

This drainage report is to revise the previous drainage report by Lique Engineers dated July 3rd, 2019, Revision August 2020, replacing the proposed infiltration pond with a typical detention pond with outflow to the Txdot ROW. This report demonstrates that a detention pond created with a Contech Pipe Network placed under the parking low will have the capacity to mitigate the increase in stormwater runoff generated by the site. The amount of impervious cover and site plan will remain the same as the previous report. Drainage basins and flow paths as well as time of concentration will remain as calculated by Lique Engineers.

EXISTING CONDITIONS

Lique Engineers report calculates the existing flows for drainage basin DA-1 which contains the entire proposed site.

	Basin Area (Ac)	Composite C-Value	TC (min)	Intensity (in/hr)			Flow (cfs)		
				10 yr	25 yr	100 yr	10 yr	25 yr	100 yr
DA -1	3.79	0.6306	9	7.73	9.23	11.68	18.47	22.06	27.92

PROPOSED CONDITIONS

The site will be constructed as previously designed with the same amount of impervious cover and the same runoff value as previously stated in the Lique Engineers report. The drainage area map from the previous report is to be used for areas and time of concentrations. The intensity values were obtained from the NOAAH atlas 14 website and vary slightly from the original report. This is due to interoperation between events. For this reason, a second calculation for post conditions was attached to this report that varies slightly from the original report.

	Basin Area (Ac)	Composite C-Value	TC (min)	Intensity (in/hr)			Flow (cfs)		
				10 yr	25 yr	100 yr	10 yr	25 yr	100 yr
DA -1	3.79	0.86	8	8.00	9.60	12.03	25.71	30.86	38.66

Inlet calculations: 6 – 3x3 grate inlets with 6 inches head and 50% blocking = 37.2 cfs
4 – 3 ft dia grate inlets with 6 inches head and 50% blocking = 22.0 cfs
Total inflow capacity at curb height = 59.2 cfs < peak flow of 38.66 cfs

METHODOLOGY

The Modified Rational Method was used to with Hydro Cad version 10.00 to model the hydrograph through the detention pond.

	(Ac)	C-Value	(min)	10 yr	25 yr	100 yr	10 yr	25 yr	100 yr
Pond 1	3.79	0.86	12	--	--	--	18.93	22.67	27.83

Pond was designed to contain the maximum volume requirement for the 100 year storm event. Due to the sizing of the pipes, there is a slight increase in flows for the 10 and 25 yr storm events.

Backwater calculations: The Txdot culvert was analyzed for a TC of 12 minutes. See attached Txdot Culvert 12 min TC. A depth of 1.03 feet was calculated for the downstream depth of the channel and then added to the downstream invert of the detention pond discharge pipes. Invert of 1029.60 plus 1.03 feet creates tail water on the pond of 1030.63. See ATTACHMENT F and G.

Downstream Analysis

With the construction of the detention pond, proposed conditions will have a reduced flow from existing conditions. Therefore no analysis was conducted.

TXDOT culvert: Discussions with Txdot's representative, Bryan Heiner, P.E., the box culvert was lowered by 1 foot and filled with flowable fill to create a 2x7 box culvert in lue of the original report of 3x7, which will not fit in relations to Highway 16. See ATTACHMENT I.

CONCLUSION

With the construction of the proposed detention pond, post conditions of the site will have a flow less than or almost equal to existing conditions. As you can see in the summary, the peak 100 year flows are reduced with the 10 and 25 year storms increasing by approximately a half cfs. This is due to the sizing of the outfall pipes for the 100 year storm event using typical pipe sizes. The pond will have 4 outfall pipes that discharge into the Txdot ROW where existing condition flows intercept the main channel flow.

POND SUMMARY

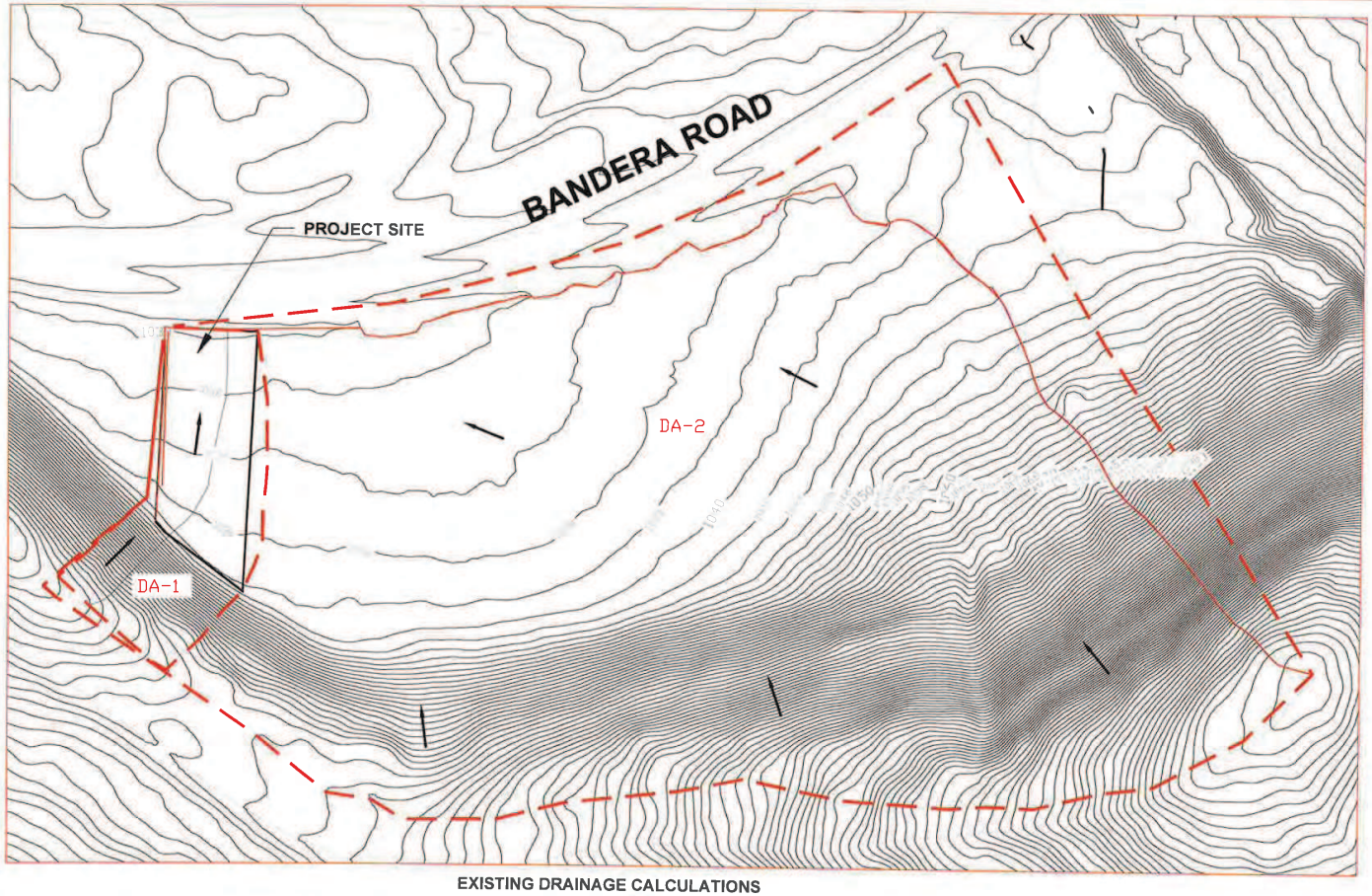
Pond 1	Inflow (cfs)	Outflow (cfs)	Elevation (feet)	Storage (cubic-feet)	Outflow velocity's (fps)
10 yr	22.2	18.93	1031.37	5956	3.64
25 yr	26.99	22.73	1031.55	6880	3.84
100 yr	33.79	27.87	1031.84	8426	4.08

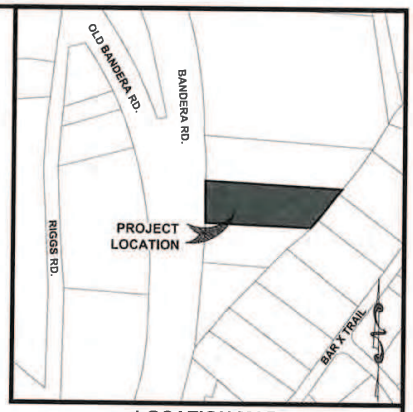
ATTACHMENTS

A. DRAINAGE AREA MAP
B. HYDRO-CAD PROPOSED POND MODEL
C. GRADING PLAN
D. DETENTION POND
E. DETENTION POND SECTIONS
F. DRAINAGE AREA DA-2 12 MIN TC
G. TXDOT CULVERT ANALYSIS 12 MIN TC
H. POND ANALYSIS 8 MIN TC
I. TXDOT CULVERT CORRESPONDENCE

ATTACHMENT A

DRAINAGE AREA MAP





LOCATION MAP
NOT TO SCALE

0 240 480 Feet

EXISTING DRAINAGE CALCULATIONS

Computation Point	Contributing Basins	Area (acres)	Composite C-Value	t_c (min)	Intensity I 10 yr (in/hr)	Intensity I 25 yr (in/hr)	Intensity I 100 yr (in/hr)	Flowrate Q 10 yr (cfs)	Flowrate Q **25 yr (cfs)**	Flowrate Q 100 yr (cfs)
DA-1		3.79	63.06	9	7.73	9.23	11.68	**18.47**	22.06	27.92
DA-2	DA-1	49.73	53.00	36	3.93	4.69	5.84	**103.58**	123.61	153.92

PROPOSED DRAINAGE CALCULATIONS - ULTIMATE CONDITIONS

Computation Point	Contributing Basins	Area (acres)	Composite C-Value	t_c (min)	Intensity I 10 yr (in/hr)	Intensity I 25 yr (in/hr)	Intensity I 100 yr (in/hr)	Flowrate Q 10 yr (cfs)	Flowrate Q **25 yr (cfs)**	Flowrate Q 100 yr (cfs)
DA-1		3.79	85.80	8	8.04	9.61	11.98	**26.14**	31.25	38.52
DA-2	DA-1	49.73	69.00	36	3.89	4.64	5.76	**133.57**	159.15	197.80

HELOTES RETAIL AERIAL MAP	
Checked BY: D.M.E.	
Drawn BY: SM	
Scale: 1"=240'	Date: 3/23/2020
JOB: 108-01-01	SHEET NO. 1 OF 1

LIQUE ENGINEERS
TBPE # - 20405
816 Camaron Ste. 123
San Antonio, TX. 78212
Phone: 210-549-4207

Date: Jul 31, 2020, 2:39pm User ID: lacks
File: P:\108\01\01\Design\Drainage\Drainage Revision\DrainBasinExhibit.dwg

Attachment C

ATTACHMENT B

HYDRO-CAD PROPOSED POND MODEL

Proposed Model Pond 3 *COSA Atlas 14 10-yr Duration=12 min, Inten=6.85 in/hr*
Prepared by Civil Tech PLLC Printed 3/4/2021
HydroCAD® 10.00-22 s/n 09813 © 2018 HydroCAD Software Solutions LLC

Summary for Pond Pond 1:

Inflow Area = 3.790 ac, 51.72% Impervious, Inflow Depth = 1.18" for 10-yr event
Inflow = 22.53 cfs @ 0.14 hrs, Volume= 0.372 af
Outflow = 18.93 cfs @ 0.22 hrs, Volume= 0.329 af, Atten= 16%, Lag= 4.9 min
Primary = 18.93 cfs @ 0.22 hrs, Volume= 0.329 af

Routing by Stor-Ind method, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs
Peak Elev= 1,031.38' @ 0.22 hrs Surf.Area= 0 sf Storage= 5,956 cf

Plug-Flow detention time=5.2 min calculated for 0.329 af (88% of inflow)
Center-of-Mass det. time=4.2 min (14.2 - 10.0)

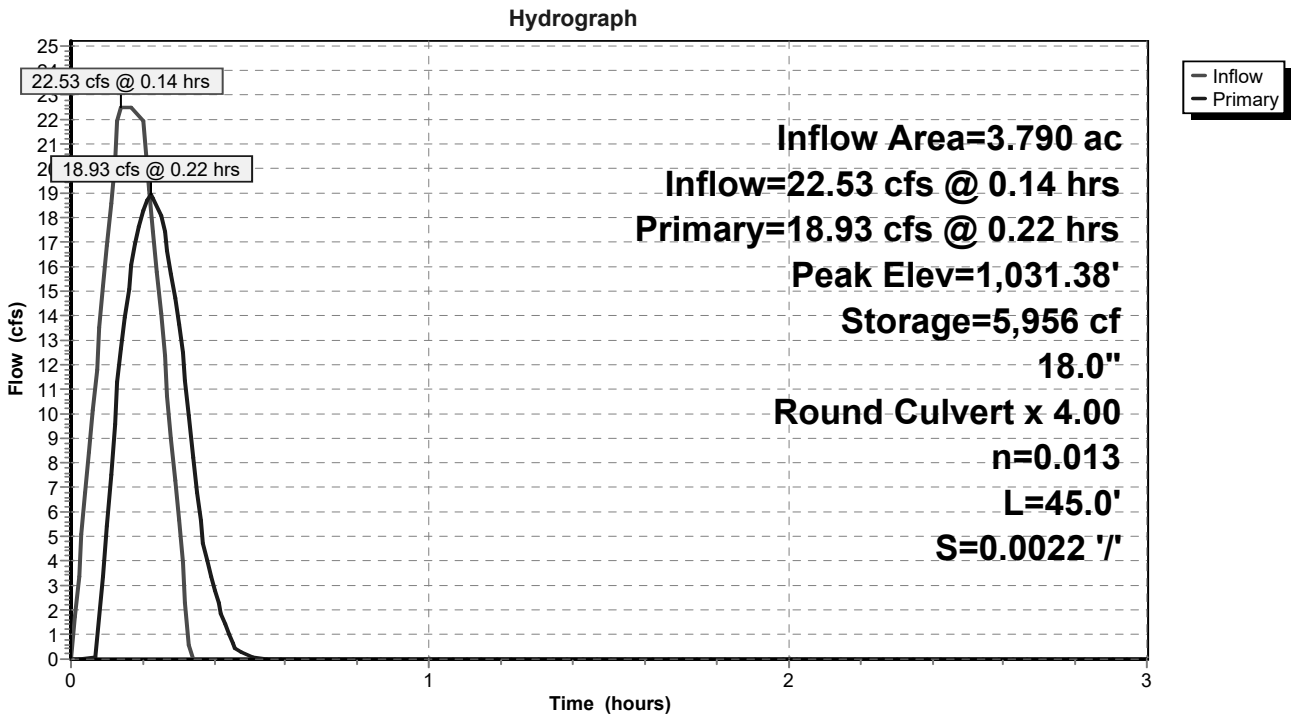
Volume	Invert	Avail.Storage	Storage Description
#1	1,030.00'	9,425 cf	**Custom Stage Data** Listed below

Elevation (feet)	Cum.Store (cubic-feet)
1,030.00	0
1,030.30	125
1,031.85	8,500
1,033.00	9,425

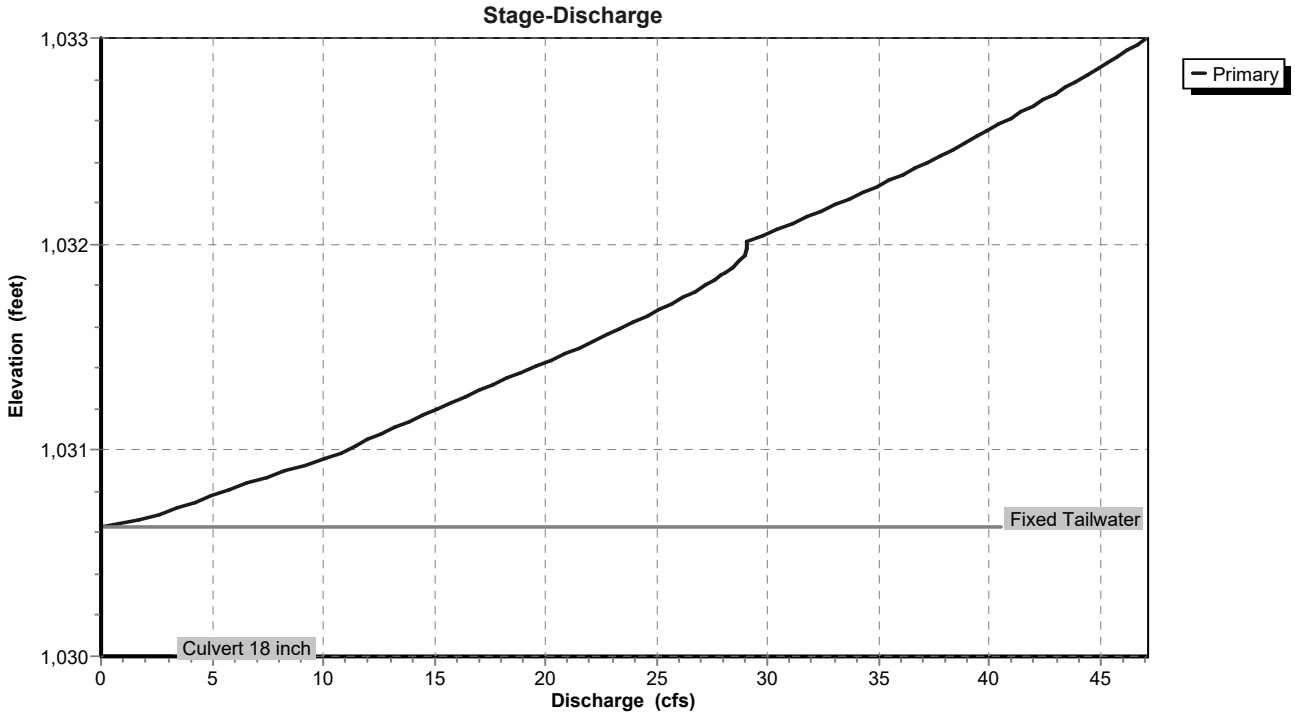
Device	Routing	Invert	Outlet Devices
#1	Primary	1,030.00'	**18.0" Round Culvert 18 inch X 4.00** L= 45.0' CMP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 1,030.00' / 1,029.90' S= 0.0022 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

Primary OutFlow Max=18.91 cfs @ 0.22 hrs HW=1,031.38' TW=1,030.63' (Fixed TW Elev= 1,030.63')
└**1=Culvert 18 inch** (Barrel Controls 18.91 cfs @ 3.64 fps)

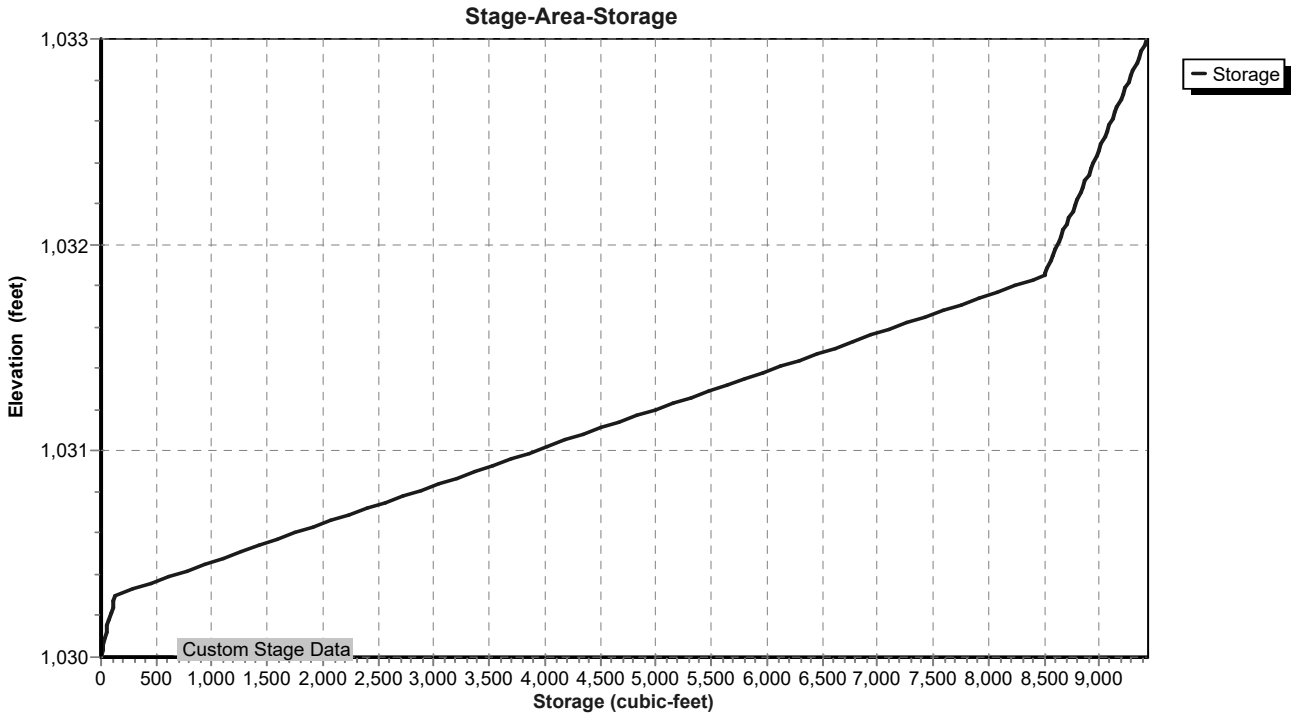
Pond Pond 1:



Pond Pond 1:



Pond Pond 1:


Stage-Area-Storage
Elevation (feet)
1,033
1,032
1,031
1,030
Storage
Custom Stage Data
0 500 1,000 1,500 2,000 2,500 3,000 3,500 4,000 4,500 5,000 5,500 6,000 6,500 7,000 7,500 8,000 8,500 9,000
Storage (cubic-feet)

Hydrograph for Pond Pond 1:

Time (hours)	Inflow (cfs)	Storage (cubic-feet)	Elevation (feet)	Primary (cfs)
0.00	0.00	0	1,030.00	0.00
0.10	**16.90**	2,809	1,030.80	5.43
0.20	**22.53**	**5,800**	**1,031.35**	**18.31**
0.30	5.63	**4,618**	**1,031.13**	**13.67**
0.40	0.00	2,270	1,030.70	2.79
0.50	0.00	1,917	1,030.63	0.10
0.60	0.00	1,908	1,030.63	0.00
0.70	0.00	1,908	1,030.63	0.00
0.80	0.00	1,908	1,030.63	0.00
0.90	0.00	1,908	1,030.63	0.00
1.00	0.00	1,908	1,030.63	0.00
1.10	0.00	1,908	1,030.63	0.00
1.20	0.00	1,908	1,030.63	0.00
1.30	0.00	1,908	1,030.63	0.00
1.40	0.00	1,908	1,030.63	0.00
1.50	0.00	1,908	1,030.63	0.00
1.60	0.00	1,908	1,030.63	0.00
1.70	0.00	1,908	1,030.63	0.00
1.80	0.00	1,908	1,030.63	0.00
1.90	0.00	1,908	1,030.63	0.00
2.00	0.00	1,908	1,030.63	0.00
2.10	0.00	1,908	1,030.63	0.00
2.20	0.00	1,908	1,030.63	0.00
2.30	0.00	1,908	1,030.63	0.00
2.40	0.00	1,908	1,030.63	0.00
2.50	0.00	1,908	1,030.63	0.00
2.60	0.00	1,908	1,030.63	0.00
2.70	0.00	1,908	1,030.63	0.00
2.80	0.00	1,908	1,030.63	0.00
2.90	0.00	1,908	1,030.63	0.00
3.00	0.00	1,908	1,030.63	0.00

Summary for Pond Pond 1:

Inflow Area = 3.790 ac, 51.72% Impervious, Inflow Depth = 1.41" for 25-yr event
Inflow = 26.99 cfs @ 0.14 hrs, Volume= 0.446 af
Outflow = 22.67 cfs @ 0.22 hrs, Volume= 0.402 af, Atten= 16%, Lag= 4.9 min
Primary = 22.67 cfs @ 0.22 hrs, Volume= 0.402 af

Routing by Stor-Ind method, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs
Peak Elev= 1,031.56'@ 0.22 hrs Surf.Area= 0 sf Storage= 6,915 cf

Plug-Flow detention time=5.0 min calculated for 0.402 af (90% of inflow)
Center-of-Mass det. time=4.2 min (14.2 - 10.0)

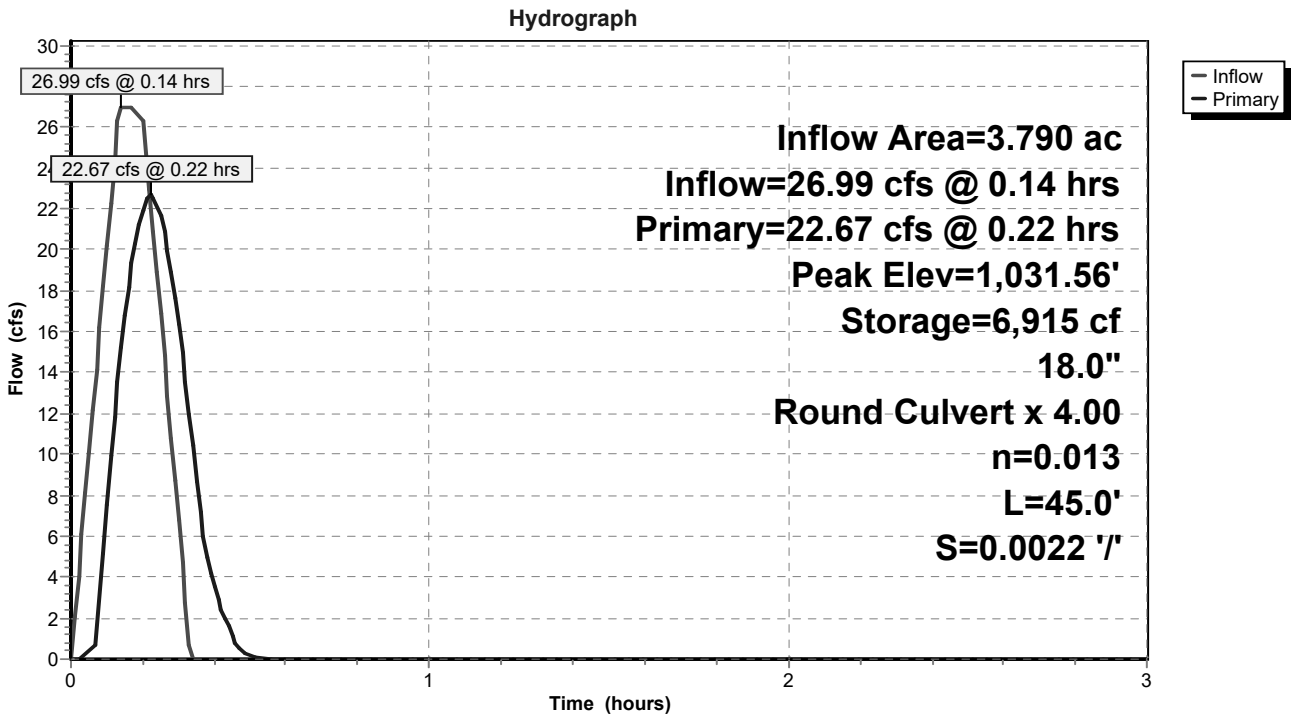
Volume	Invert	Avail.Storage	Storage Description
#1	1,030.00'	9,425 cf	**Custom Stage Data** Listed below

Elevation (feet)	Cum.Store (cubic-feet)
1,030.00	0
1,030.30	125
1,031.85	8,500
1,033.00	9,425

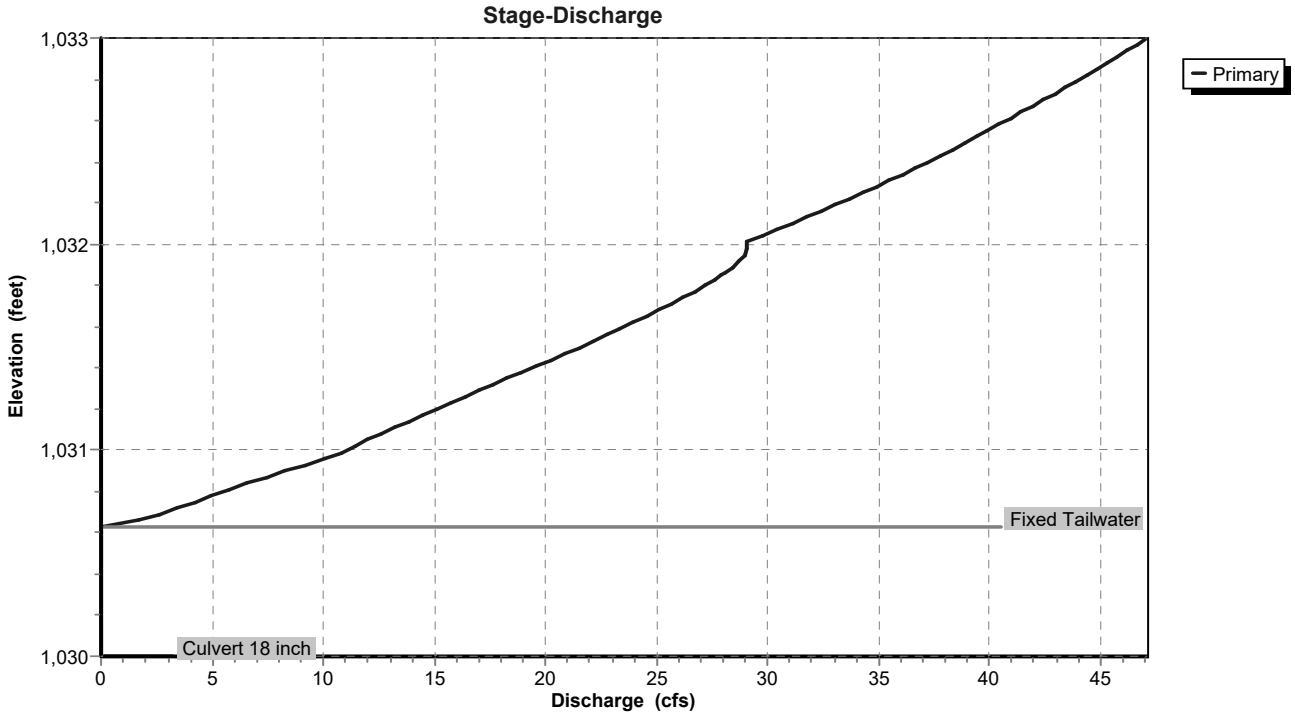
Device	Routing	Invert	Outlet Devices
#1	Primary	1,030.00'	**18.0" Round Culvert 18 inch X 4.00** L= 45.0' CMP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 1,030.00' / 1,029.90' S= 0.0022 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

Primary OutFlow Max=22.65 cfs @ 0.22 hrs HW=1,031.56' TW=1,030.63' (Fixed TW Elev= 1,030.63')
└**1=Culvert 18 inch** (Barrel Controls 22.65 cfs @ 3.84 fps)

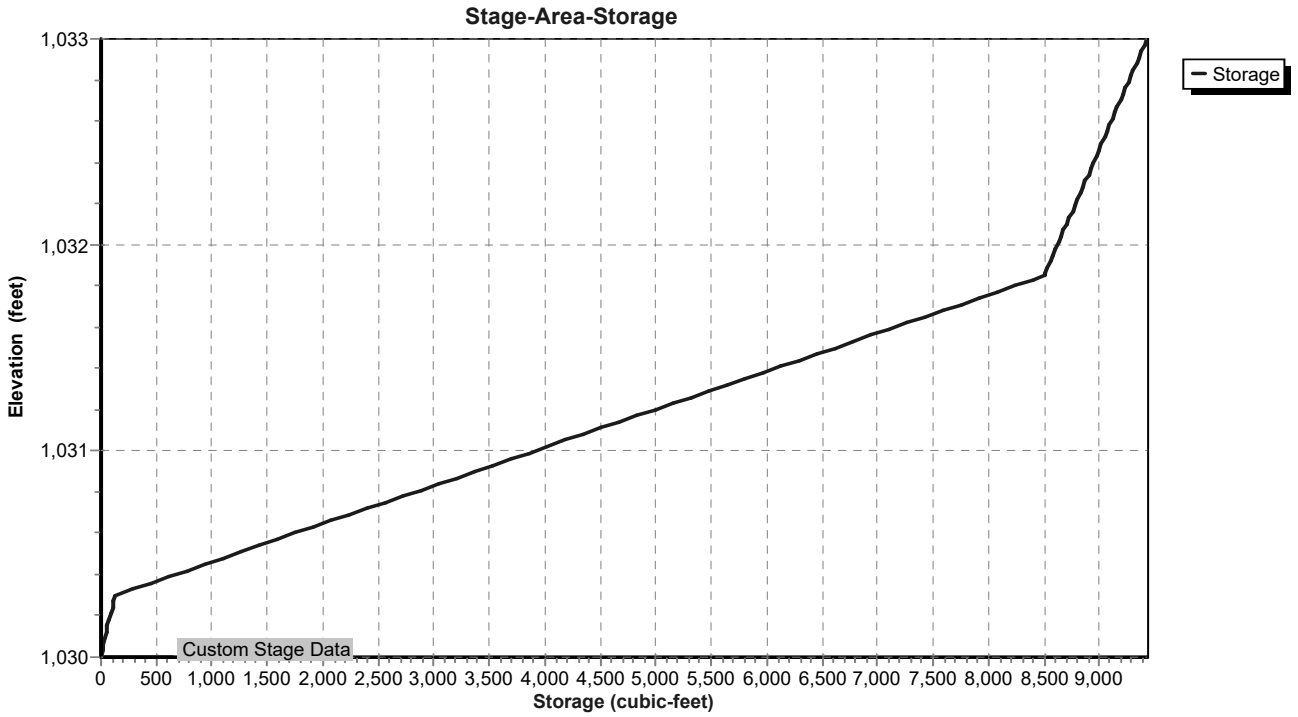
Pond Pond 1:



Pond Pond 1:



Pond Pond 1:


Stage-Area-Storage
Elevation (feet)
1,033
1,032
1,031
1,030
Storage
Custom Stage Data
0 500 1,000 1,500 2,000 2,500 3,000 3,500 4,000 4,500 5,000 5,500 6,000 6,500 7,000 7,500 8,000 8,500 9,000
Storage (cubic-feet)

Hydrograph for Pond Pond 1:

Time (hours)	Inflow (cfs)	Storage (cubic-feet)	Elevation (feet)	Primary (cfs)
0.00	0.00	0	1,030.00	0.00
0.10	**20.24**	3,220	1,030.87	7.52
0.20	**26.99**	**6,729**	**1,031.52**	**21.96**
0.30	6.75	**5,306**	**1,031.26**	**16.35**
0.40	0.00	2,415	1,030.72	3.50
0.50	0.00	1,923	1,030.63	0.16
0.60	0.00	1,908	1,030.63	0.00
0.70	0.00	1,908	1,030.63	0.00
0.80	0.00	1,908	1,030.63	0.00
0.90	0.00	1,908	1,030.63	0.00
1.00	0.00	1,908	1,030.63	0.00
1.10	0.00	1,908	1,030.63	0.00
1.20	0.00	1,908	1,030.63	0.00
1.30	0.00	1,908	1,030.63	0.00
1.40	0.00	1,908	1,030.63	0.00
1.50	0.00	1,908	1,030.63	0.00
1.60	0.00	1,908	1,030.63	0.00
1.70	0.00	1,908	1,030.63	0.00
1.80	0.00	1,908	1,030.63	0.00
1.90	0.00	1,908	1,030.63	0.00
2.00	0.00	1,908	1,030.63	0.00
2.10	0.00	1,908	1,030.63	0.00
2.20	0.00	1,908	1,030.63	0.00
2.30	0.00	1,908	1,030.63	0.00
2.40	0.00	1,908	1,030.63	0.00
2.50	0.00	1,908	1,030.63	0.00
2.60	0.00	1,908	1,030.63	0.00
2.70	0.00	1,908	1,030.63	0.00
2.80	0.00	1,908	1,030.63	0.00
2.90	0.00	1,908	1,030.63	0.00
3.00	0.00	1,908	1,030.63	0.00

Summary for Pond Pond 1:

Inflow Area = 3.790 ac, 51.72% Impervious, Inflow Depth = 1.77" for 100-yr event
Inflow = 33.79 cfs @ 0.14 hrs, Volume= 0.559 af
Outflow = 27.83 cfs @ 0.22 hrs, Volume= 0.515 af, Atten= 18%, Lag= 5.0 min
Primary = 27.83 cfs @ 0.22 hrs, Volume= 0.515 af

Routing by Stor-Ind method, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs
Peak Elev= 1,031.84' @ 0.22 hrs Surf.Area= 0 sf Storage= 8,462 cf

Plug-Flow detention time=4.8 min calculated for 0.513 af (92% of inflow)
Center-of-Mass det. time=4.2 min (14.2 - 10.0)

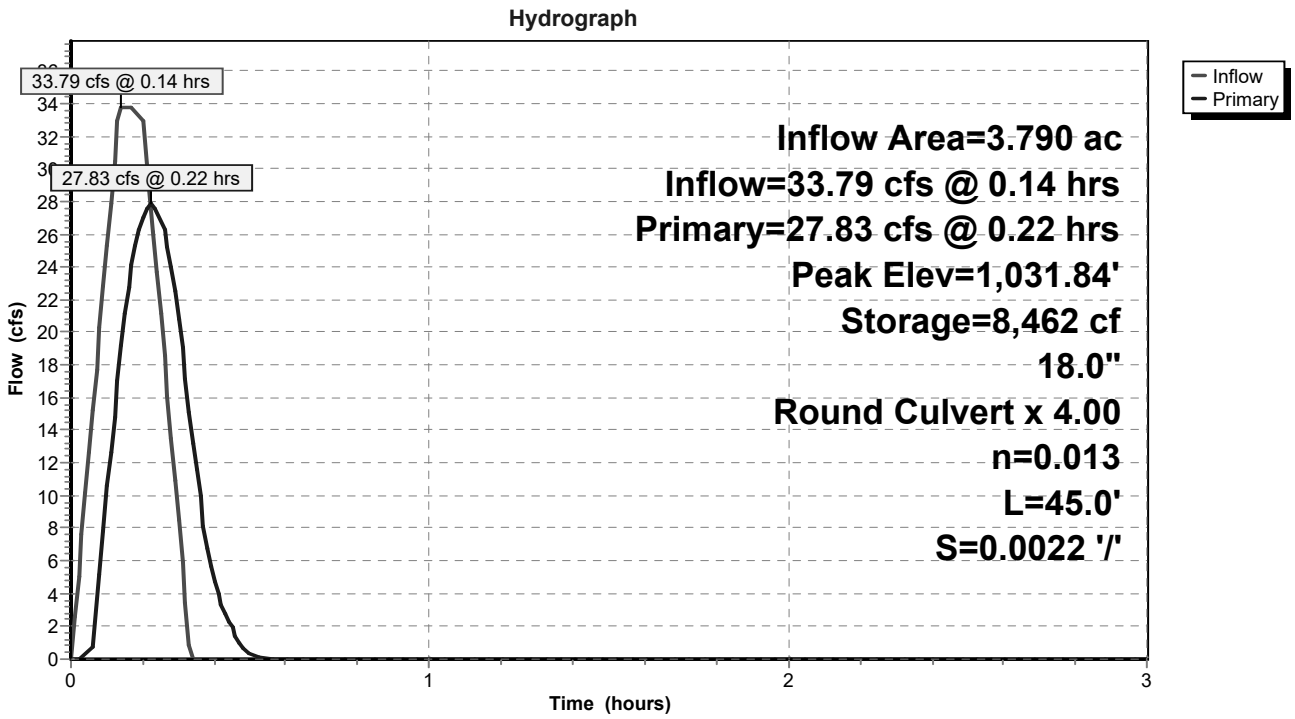
Volume	Invert	Avail.Storage	Storage Description
#1	1,030.00'	9,425 cf	**Custom Stage Data** Listed below

Elevation (feet)	Cum.Store (cubic-feet)
1,030.00	0
1,030.30	125
1,031.85	8,500
1,033.00	9,425

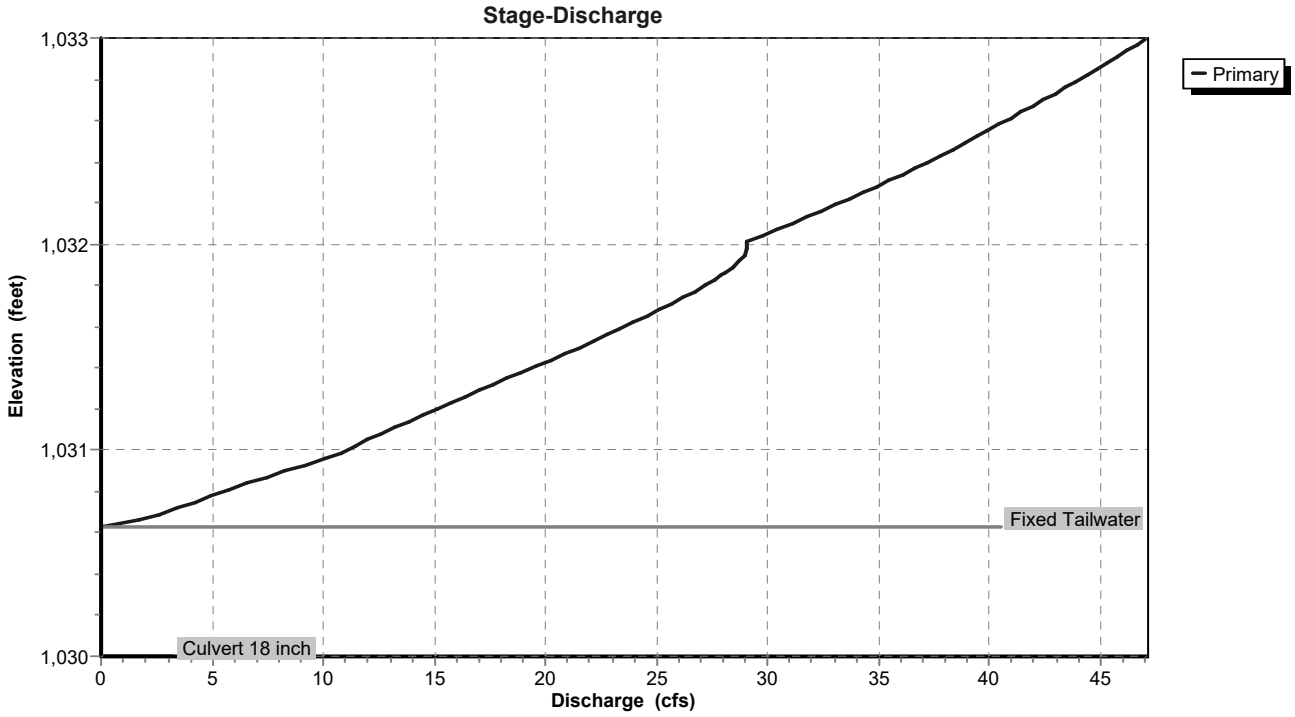
Device	Routing	Invert	Outlet Devices
#1	Primary	1,030.00'	**18.0" Round Culvert 18 inch X 4.00** L= 45.0' CMP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 1,030.00' / 1,029.90' S= 0.0022 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

Primary OutFlow Max=27.80 cfs @ 0.22 hrs HW=1,031.84' TW=1,030.63' (Fixed TW Elev= 1,030.63')
└**1=Culvert 18 inch** (Barrel Controls 27.80 cfs @ 4.08 fps)

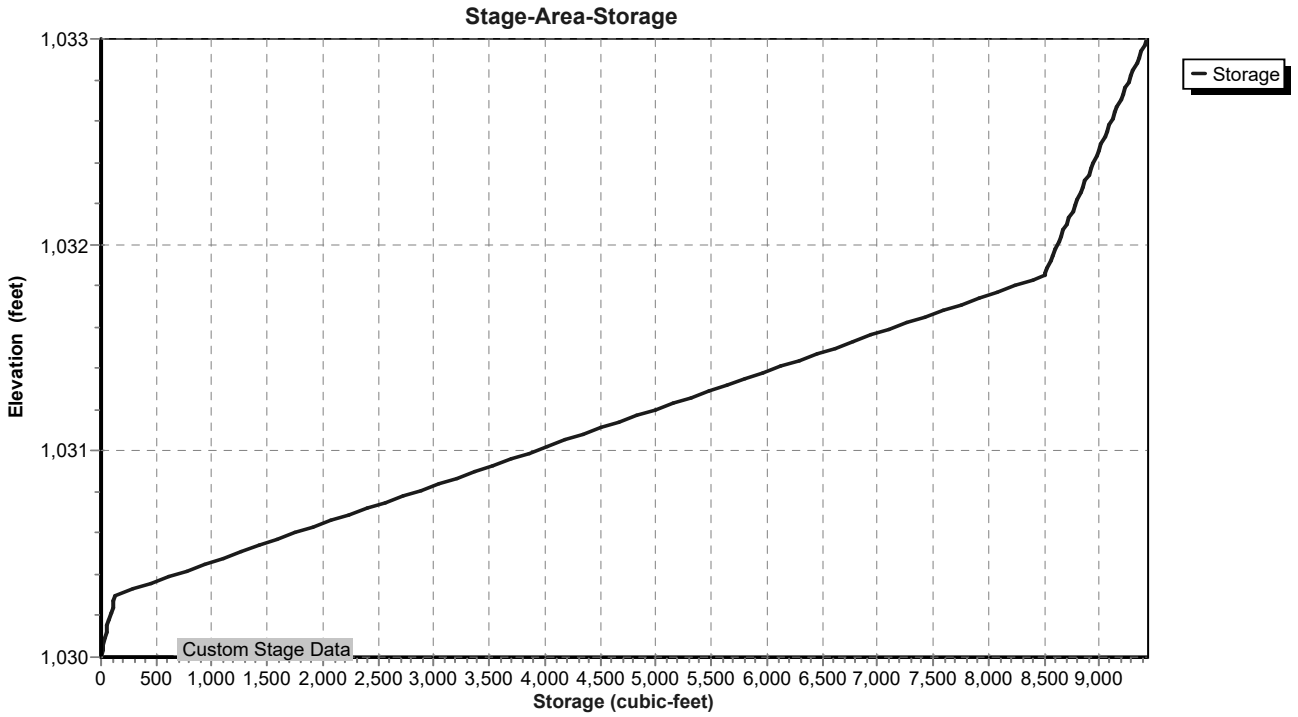
Pond Pond 1:



Pond Pond 1:



Pond Pond 1:


Stage-Area-Storage
Storage
Elevation (feet)
1,033
1,032
1,031
1,030
Custom Stage Data
0 500 1,000 1,500 2,000 2,500 3,000 3,500 4,000 4,500 5,000 5,500 6,000 6,500 7,000 7,500 8,000 8,500 9,000
Storage (cubic-feet)

Hydrograph for Pond Pond 1:

Time (hours)	Inflow (cfs)	Storage (cubic-feet)	Elevation (feet)	Primary (cfs)
0.00	0.00	0	1,030.00	0.00
0.10	**25.34**	3,818	1,030.98	10.65
0.20	**33.79**	**8,186**	**1,031.79**	**27.06**
0.30	8.45	**6,442**	**1,031.47**	**20.85**
0.40	0.00	2,664	1,030.77	4.71
0.50	0.00	1,937	1,030.64	0.30
0.60	0.00	1,909	1,030.63	0.01
0.70	0.00	1,908	1,030.63	0.00
0.80	0.00	1,908	1,030.63	0.00
0.90	0.00	1,908	1,030.63	0.00
1.00	0.00	1,908	1,030.63	0.00
1.10	0.00	1,908	1,030.63	0.00
1.20	0.00	1,908	1,030.63	0.00
1.30	0.00	1,908	1,030.63	0.00
1.40	0.00	1,908	1,030.63	0.00
1.50	0.00	1,908	1,030.63	0.00
1.60	0.00	1,908	1,030.63	0.00
1.70	0.00	1,908	1,030.63	0.00
1.80	0.00	1,908	1,030.63	0.00
1.90	0.00	1,908	1,030.63	0.00
2.00	0.00	1,908	1,030.63	0.00
2.10	0.00	1,908	1,030.63	0.00
2.20	0.00	1,908	1,030.63	0.00
2.30	0.00	1,908	1,030.63	0.00
2.40	0.00	1,908	1,030.63	0.00
2.50	0.00	1,908	1,030.63	0.00
2.60	0.00	1,908	1,030.63	0.00
2.70	0.00	1,908	1,030.63	0.00
2.80	0.00	1,908	1,030.63	0.00
2.90	0.00	1,908	1,030.63	0.00
3.00	0.00	1,908	1,030.63	0.00

ATTACHMENT C

GRADING PLAN

Attachment C

GRADING NOTES:

1. ALL GRADES AND CONTOURS SHOWN ARE FINAL, TOP OF FINISHED SURFACE ELEVATIONS UNLESS OTHERWISE NOTED. CONTRACTOR SHALL SUBTRACT THICKNESS OF PAVEMENT, BASE, TOP SOIL, SOD, ETC. TO ACHIEVE SUBGRADE ELEVATION.
2. POSITIVE DRAINAGE SHALL BE MAINTAINED ON ALL SURFACE AREAS WITHIN THE SCOPE OF THIS PROJECT DRAINAGE SHALL BE DIRECTED AWAY FROM ALL BUILDING FOUNDATIONS. CONTRACTOR SHOULD TAKE PRECAUTIONS NOT TO ALLOW ANY PONDING OF WATER.
3. NO ABRUPT CHANGE OF GRADE SHALL OCCUR IN THE ROADWAYS, PARKING AREAS, OR SIDEWALKS.
4. CONTRACTOR SHALL CONSTRUCT TO OBTAIN GRADES SHOWN HEREON ± ONE-TENTH (0.10) FOOT.
5. ALL DISTURBED AREAS SHALL BE REVEGETATED IN ACCORDANCE WITH PROJECT SPECIFICATIONS AND LANDSCAPING PLANS.
6. UTILITIES SHOWN ON THE PLANS ARE FROM THE BEST INFORMATION SOURCES AVAILABLE AT THE TIME OF DESIGN BUT MAY NOT REPRESENT ALL EXISTING UTILITIES ON SITE. THE CONTRACTOR WILL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL UTILITIES AND DRAINAGE STRUCTURES WHETHER SHOWN ON THE PLANS OR NOT. THE CONTRACTOR SHALL UNCOVER EXISTING UTILITIES PRIOR TO CONSTRUCTION TO VERIFY SIZE, GRADE, AND LOCATION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DEVIATIONS FROM PLANS PRIOR TO BEGINNING CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT, SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR, AT HIS EXPENSE.
7. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS PROJECT.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO ORIGINAL OR BETTER CONDITION ANY DAMAGES DONE TO EXISTING BUILDINGS, UTILITIES, FENCES, PAVEMENT, CURBS, SIDEWALKS, OR DRIVEWAYS (NO SEPARATE PAY ITEM).
9. DUE TO FEDERAL REGULATION TITLE 49, PART 192.181, CPS MUST MAINTAIN ACCESS TO GAS VALVES AT ALL TIMES. THE CONTRACTOR MUST PROTECT AND WORK AROUND ANY GAS VALVES THAT ARE IN THE PROJECT AREA.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL NECESSARY UTILITY COMPANIES FOR PROVIDING TEMPORARY UTILITY SERVICES DURING CONSTRUCTION. THE CONTRACTOR SHALL PAY FOR ALL TEMPORARY UTILITY SERVICES.
11. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY QUESTIONS THAT MAY ARISE CONCERNING THE INTENT, PLACEMENT, OR LIMITS OF DIMENSIONS OR GRADES NECESSARY FOR CONSTRUCTION OF THIS PROJECT.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL PERMITS, TESTS, APPROVALS, AND ACCEPTANCES REQUIRED TO COMPLETE CONSTRUCTION OF THIS PROJECT.
13. ALL EXCAVATION IS UNCLASSIFIED.
14. ALL CURBS ARE 6 INCH UNLESS OTHERWISE SPECIFIED.
15. SEE CIVIL DETAIL SHEETS FOR APPLICABLE DETAILS.
16. ALL CONSTRUCTION AREAS WITHIN THE SITE SHALL BE STRIPPED OF ALL VEGETATION AND LOOSE TOPSOIL. ANY POCKETS OF DEBRIS ENCOUNTERED SHOULD ALSO BE REMOVED.
17. CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/SAFETY/EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND ANY AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITE(S) WITHIN THE PROJECT WORK AREA IN ORDER TO DEVELOP THE CONTRACTOR'S PLANS TO IMPLEMENT THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR'S PLANS SHALL PROVIDE FOR ADEQUATE TRENCH SAFETY SYSTEMS THAT COMPLY WITH, AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTORS INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL DEVELOP AND IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.
18. REFER TO GEOTECHNICAL REPORT FOR SUBSURFACE INFORMATION AND CONSTRUCTION GUIDELINES.
19. ALL EARTHEN SLOPES SHALL BE A MAXIMUM OF 3:1 AND A MINIMUM OF 2% UNLESS OTHERWISE SHOWN.
20. TREE PROTECTION SHALL BE PERFORMED IN ACCORDANCE WITH LANDSCAPE PLANS AND SPECIFICATIONS.
21. MAXIMUM SLOPE ON HANDICAP ACCESSIBLE PARKING SPACES IS 2% IN ANY DIRECTION. CROSS SLOPES ON SIDEWALKS AND FLATWORK AROUND BUILDINGS SHALL NOT EXCEED 2% SLOPE ALONG THE LENGTH OF SIDEWALKS SHALL NOT EXCEED 5%.
22. ADD 1000 FT TO ALL TRUNCATED SPOT ELEVATIONS.

TRENCH EXCAVATION SAFETY PROTECTION:

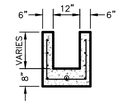
CONTRACTOR AND/ OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND ANY AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITES WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES FOR THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR'S IMPLEMENTATION OF THESE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLY WITH AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

CAUTION!!:

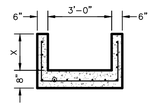
THE CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC OR PRIVATE UTILITIES INCLUDING BUT NOT LIMITED TO: WATER, SEWER, TELEPHONE AND FIBER OPTIC LINES, SITE LIGHTING ELECTRIC, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCTBANKS, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHOULD BE COMMUNICATED TO THE ENGINEER IMMEDIATELY AND PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT 1-800-DIG-TESS A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR SHALL BE AT CONTRACTOR'S SOLE EXPENSE WHETHER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.

RETAINING WALL NOTE:

1. ANY RETAINING WALLS SHOWN ON THE PLANS HAVE NOT BEEN STRUCTURALLY DESIGNED BY LIQUE ENGINEERS. ALL ON-SITE MODULAR/CONCRETE RETAINING WALLS MUST BE STRUCTURALLY DESIGNED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR WORKING WITH THE MANUFACTURER FOR THE FULL DESIGN OF ALL RETAINING WALLS WITHIN THIS PROJECT. ALL WALL DESIGNS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS AND SUBMITTED AS A SHOP DRAWING.



DIVERSION CHANNEL #1
N.T.S



(SUBSTITUTE FOR GRAVEL)

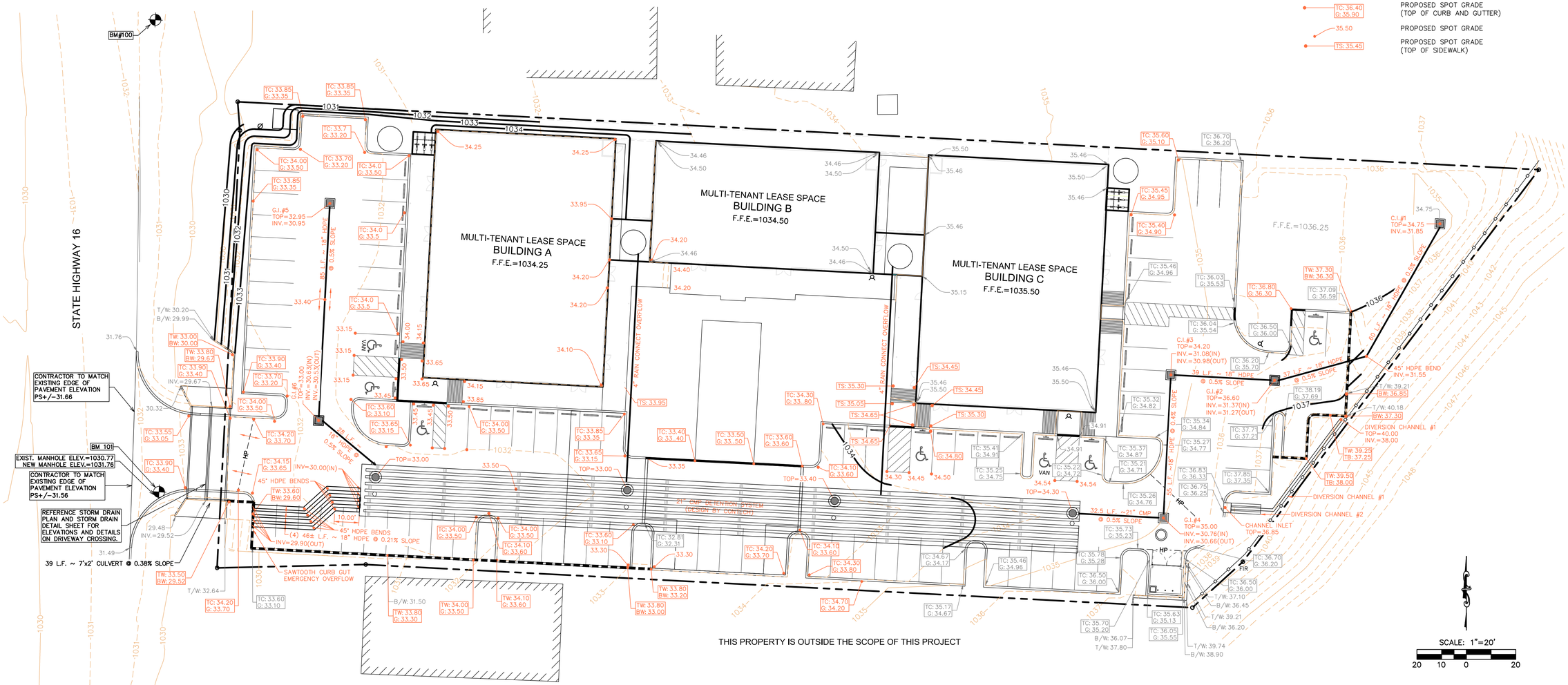
DIVERSION CHANNEL #2
N.T.S

NOTES:

1. ALL CONCRETE TO HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3500 PSI.
2. ALL REINFORCEMENT TO CONSISTS OF #3 BARS PLACED AT 18" ON CENTER EACH WAY AS SHOWN.
3. CHANNEL SLOPE SHALL A MINIMUM OF 1%.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- 1034 — EXISTING CONTOURS
- SS — EXISTING SANITARY SEWER
- EXISTING FENCE
- PROPOSED CURB
- PROPOSED RIBBON CURB
- F.F.E. — PROPOSED FINISH FLOOR ELEVATION
- PROPOSED STACKED BLOCK RETAINING WALL (BY OTHERS)
- 1334 — PROPOSED CONTOURS
- PROPOSED DRAINAGE SWALE
- HP — PROPOSED GRADE BREAK/HIGH POINT
- G.I. — PROPOSED GRATE INLET
- TC: 35.40 G: 34.90 — EXISTING SPOT GRADE (TOP OF CURB AND GUTTER)
- 35.50 — EXISTING SPOT GRADE
- T/W: 32.31 — EXISTING SPOT GRADE (TOP OF RETAINING WALL)
- B/W: 32.31 — EXISTING SPOT GRADE (BOTTOM OF RETAINING WALL)
- TW: 39.21 BW: 36.85 — PROPOSED SPOT GRADE (TOP OF RETAINING WALL AND BOTTOM)
- TC: 36.40 G: 35.90 — PROPOSED SPOT GRADE (TOP OF CURB AND GUTTER)
- 35.50 — PROPOSED SPOT GRADE
- TS: 35.45 — PROPOSED SPOT GRADE (TOP OF SIDEWALK)



SCALE: 1"=20'
20 10 0 20

DISCLAIMER NOTE:

SITE PLAN AND SURVEY ARE BASED OFF OF LIQUE ENGINEERS INFORMATION AND DATA.

CIVIL TECH, PLLC.
ENGINEERS, CONSULTANTS, LAND PLANNERS
Firm No. 13711
P.O. BOX 2203
(210) 365-5029
BOERNE, TEXAS 78006

STATE OF TEXAS
JAMES P. McGARR
108753
LICENSED PROFESSIONAL ENGINEER
3/8/2021

DATE	REVISIONS:

BANDERA ROAD
XXX, XXX, TEXAS
GRADING PLAN

SHEET NO.
GRD

ATTACHMENT D

DETENTION POND

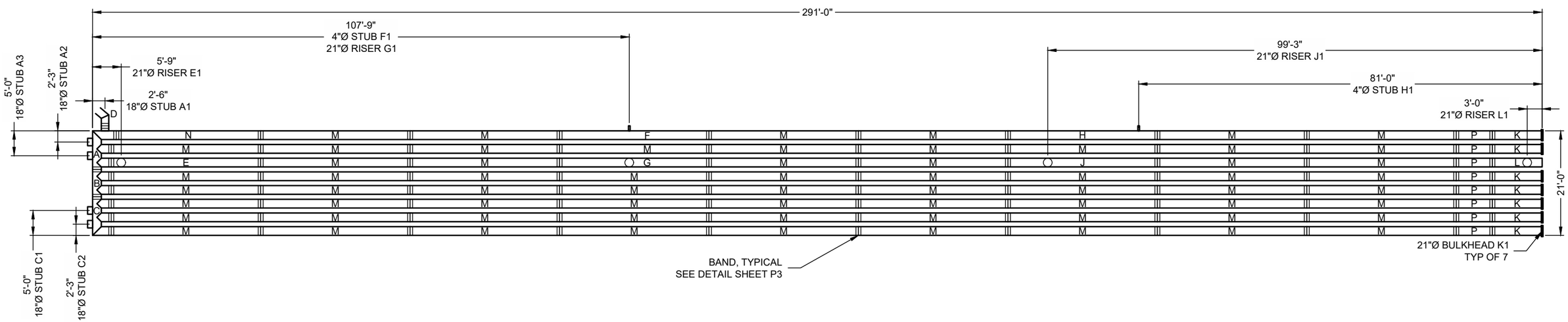
Attachment C

RISER INFORMATION

PIECE	RIM ELEV.	SYSTEM INVERT
21"Ø RISER E1	33.00	30.30
21"Ø RISER G1	33.00	30.37
21"Ø RISER J1	33.40	30.43
21"Ø RISER L1	34.30	30.50

STUB INFORMATION

PIECE	STUB INVERT	SYSTEM INVERT
18"Ø STUB A1	30.39	30.30
18"Ø STUB A2	30.30	30.30
18"Ø STUB A3	30.30	30.30
18"Ø STUB C1	30.30	30.30
18"Ø STUB C2	30.30	30.30
4"Ø STUB F1	TBD	30.37
4"Ø STUB H1	TBD	30.44



THE UNDERSIGNED HEREBY APPROVES THE ATTACHED (4) PAGES INCLUDING THE FOLLOWING:

- **PIPE STORAGE = 5,616 CF**
- **MAINLINE PIPE GAGE = 16**
- **WALL TYPE = PERFORATED**
- **DIAMETER = 21"**
- **FINISH = ALT2**
- **CORRUGATION = 2 2/3x1/2**

CUSTOMER _____ DATE _____

ASSEMBLY

SCALE: 1" = 20'
PIPE STORAGE: 5,616 CF
STRUCTURAL BACKFILL STORAGE: 2,883 CF
TOTAL STORAGE PROVIDED: 8,500 CF
LOADING: H20
PIPE INV. = VARIES'±

NOTES

- ALL RISER AND STUB DIMENSIONS ARE TO CENTERLINE.
- ALL ELEVATIONS, DIMENSIONS, AND LOCATIONS OF RISERS AND INLETS, SHALL BE VERIFIED BY THE ENGINEER OF RECORD (EOR) PRIOR TO RELEASING FOR FABRICATION.
- ALL FITTINGS AND REINFORCEMENT COMPLY WITH ASTM A998.
- ALL RISERS AND STUBS ARE 2⅔" x ½" CORRUGATION AND 16 GAGE UNLESS OTHERWISE NOTED.
- RISERS TO BE FIELD TRIMMED TO GRADE AS REQUIRED, BY CONTRACTOR.
- QUANTITY OF PIPE SHOWN DOES NOT PROVIDE EXTRA PIPE FOR CONNECTING THE SYSTEM TO EXISTING PIPE OR DRAINAGE STRUCTURES. OUR SYSTEM AS DETAILED PROVIDES NOMINAL INLET AND/OR OUTLET PIPE STUB FOR CONNECTION TO EXISTING DRAINAGE FACILITIES. IF ADDITIONAL PIPE IS NEEDED IT IS THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL ACCESS CASTINGS ARE THE RESPONSIBILITY OF THE CONTRACTOR AND ARE NOT SUPPLIED BY CONTECH.

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800-548-4667 503-240-3393 800-561-1271 FAX

CONTECH CMP DETENTION SYSTEMS
CONTECH PROPOSAL DRAWING

21"Ø PERFORATED UNDERGROUND RETENTION SYSTEM - 650767-090
HELOTES RETAIL CENTER - REVISED DESIGN
HELOTES, TX
SITE DESIGNATION: UGDS

PROJECT No.:	SEQ. No.:	DATE:
650767	090	3/4/2021
DESIGNED: NJC		DRAWN: NJC
CHECKED: NJC		APPROVED: NJC
SHEET NO.: P1	OF	4

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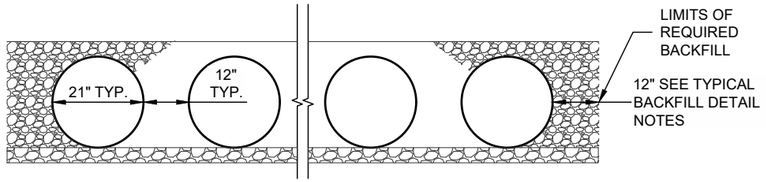
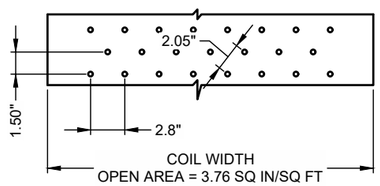
Attachment C



TYPICAL SECTION VIEW

NOT TO SCALE

EDGE SPACING EQUAL ON BOTH SIDES



NOTES:
1. PERFORATIONS MEET AASHTO AND ASTM SPECIFICATIONS.
2. PERFORATION OPEN AREA PER SQUARE FOOT OF PIPE IS BASED ON THE NOMINAL DIAMETER AND LENGTH OF PIPE.
3. DIMENSIONS SUBJECT TO MANUFACTURER'S TOLERANCES.
4. ALL HOLES 3/8"Ø.

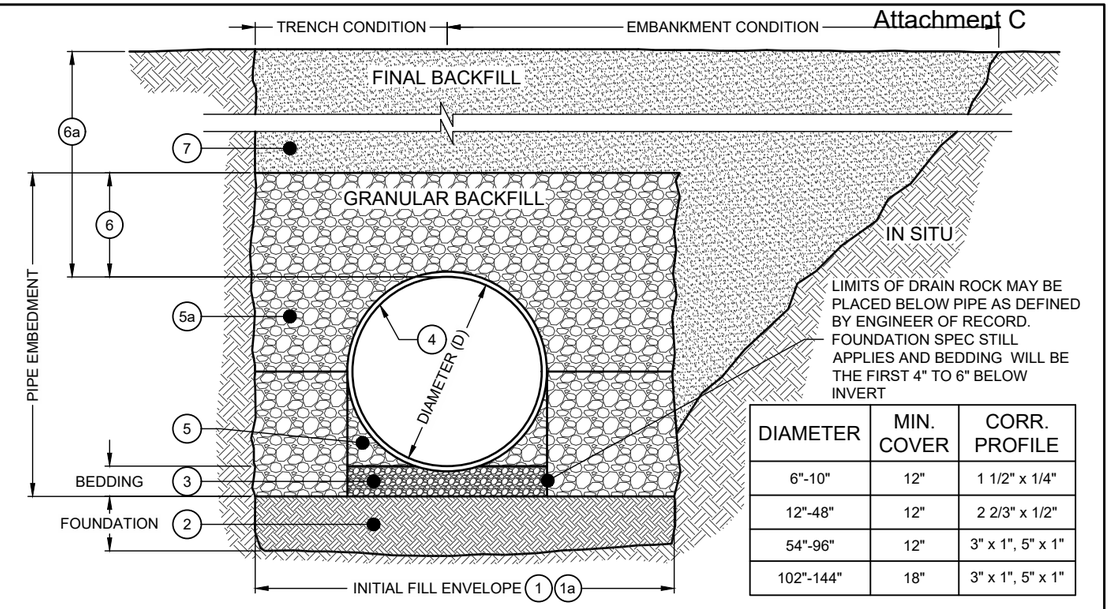
EXFILTRATION AREA
STANDARD PERFORATION PATTERNS

APPROXIMATE AREA PER LINEAR FOOT OF PIPE				
PIPE	CORRUGATION PATTERN			
	2 2/3" x 1/2"	3" x 1"	5" x 1"	ULTRA FLO
24"Ø	24.4 SQ. IN.			

NOTES:
- GAGE AND COATING LIMITATIONS APPLY. 5" x 1" IS NOT AVAILABLE IN ALUMINUM.
- DIMENSIONS SUBJECT TO MANUFACTURER'S TOLERANCES.

TYPICAL PERFORATION DETAIL

NOT TO SCALE



DIAMETER	MIN. COVER	CORR. PROFILE
6"-10"	12"	1 1/2" x 1/4"
12"-48"	12"	2 2/3" x 1/2"
54"-96"	12"	3" x 1", 5" x 1"
102"-144"	18"	3" x 1", 5" x 1"

1 MINIMUM TRENCH WIDTH MUST ALLOW ROOM FOR PROPER COMPACTION OF HAUNCH MATERIALS UNDER THE PIPE. THE TRENCH WIDTH IS THE MINIMUM AMOUNT REQUIRED FOR PROPER INSTALLATION AND TO SUPPORT HORIZONTAL PRESSURE FROM THE PIPE. THE MANUFACTURER'S SUGGESTED MINIMUM VALUE IS: 1.5D + 12".

1a MINIMUM EMBANKMENT WIDTH (IN FEET) FOR INITIAL FILL ENVELOPE: 3.0D BUT NO LESS THAN D + 4'0".

2 FOUNDATION SHALL BE WELL CONSOLIDATED & STABLE, CAPABLE OF SUPPORTING FILL MATERIAL LOAD.

3 OPEN-GRADED GRANULAR BEDDING MATERIAL SHALL BE A RELATIVELY LOOSE MATERIAL THAT IS ROUGHLY SHAPED TO FIT THE BOTTOM OF THE PIPE, 4" TO 6" IN DEPTH. SUGGESTED PARTICLE SIZE OF 1/2 CORRUGATION DEPTH.

4 CORRUGATED STEEL PIPE (CSP / HEL-COR).

5 HAUNCH ZONE MATERIAL SHALL BE HAND SHOVELED OR SHOVEL SLICED INTO PLACE TO ALLOW FOR PROPER COMPACTION.

5a THE BACKFILL MATERIAL SHALL BE A FREE-DRAINING, ANGULAR, WASHED-STONE PER AASHTO M 43 SIZE #3 WITH A ½" - 2" PARTICLE SIZE OR APPROVED EQUAL. MATERIAL SHALL BE PLACED IN 12" MAXIMUM LIFTS AND SHALL BE WORKED INTO THE PIPE HAUNCHES BY MEANS OF SHOVEL-SLICING, RODDING, AIR-TAMPER, VIBRATORY PLATE OR OTHER EFFECTIVE METHODS. COMPACTION IS CONSIDERED ADEQUATE WHEN A DENSITY EQUIVALENT TO 90% STANDARD PROCTOR IS ACHIEVED OR WHEN NO FURTHER YIELDING OF THE MATERIAL IS OBSERVED UNDER THE COMPACTOR OR UNDER FOOT. THE PROJECT ENGINEER OR HIS REPRESENTATIVE MUST BE SATISFIED WITH THE LEVEL OF COMPACTION. INADEQUATE COMPACTION CAN LEAD TO EXCESSIVE PIPE DEFLECTIONS AND SETTLEMENT OF THE SOILS OVER THE SYSTEM. BACKFILL SHALL BE PLACED SUCH THAT THERE IS NO MORE THAN A TWO-LIFT DIFFERENTIAL BETWEEN THE SIDES OF ANY PIPE IN THE SYSTEM AT ALL TIMES DURING THE BACKFILL PROCESS. BACKFILL SHALL BE ADVANCED ALONG THE LENGTH OF THE SYSTEM AT THE SAME RATE TO AVOID DIFFERENTIAL LOADING ON ANY PIPES IN THE SYSTEM.

6 INITIAL OPEN GRADED GRANULAR BACKFILL ABOVE PIPE MAY INCLUDE ROAD BASE MATERIAL (AND RIGID PAVEMENT IF APPLICABLE). SEE TABLE ABOVE.

6a TOTAL HEIGHT OF COMPACTED COVER FOR CONVENTIONAL HIGHWAY LOADS IS MEASURED FROM TOP OF PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TOP OF RIGID PAVEMENT.

7 FINAL BACKFILL MATERIAL SELECTION AND COMPACTION REQUIREMENTS SHALL FOLLOW THE PROJECT PLANS AND SPECIFICATIONS PER THE ENGINEER OF RECORD.

NOTES:
- GEOTEXTILE SHOULD BE USED TO PREVENT SOIL MIGRATION INTO VARYING SOIL TYPES (PROJECT ENGINEER).
- FOR MULTIPLE BARREL INSTALLATIONS THE RECOMMENDED STANDARD SPACING BETWEEN PARALLEL PIPE RUNS SHALL BE PIPE DIA. / 2 BUT NO LESS THAN 12", OR 36" FOR PIPE DIAMETERS 72" AND LARGER.
- CONTACT YOUR CONTECH REPRESENTATIVE FOR NONSTANDARD SPACING (TABLE C12.6.7-1).

TYPICAL BACKFILL DETAIL

NOT TO SCALE

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800-548-4667 503-240-3393 800-561-1271 FAX

CONTECH CMP DETENTION SYSTEMS

CONTECH PROPOSAL DRAWING

21"Ø PERFORATED UNDERGROUND RETENTION SYSTEM - 650767-090
HELOTES RETAIL CENTER - REVISED DESIGN
HELOTES, TX
SITE DESIGNATION: UGDS

PROJECT No.: 650767	SEQ. No.: 090	DATE: 3/4/2021
DESIGNED: NJC		DRAWN: NJC
CHECKED: NJC		APPROVED: NJC
SHEET NO.: P2	OF 4	

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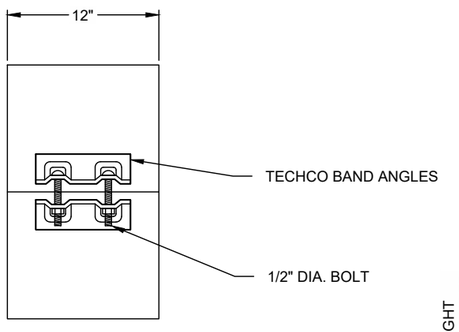
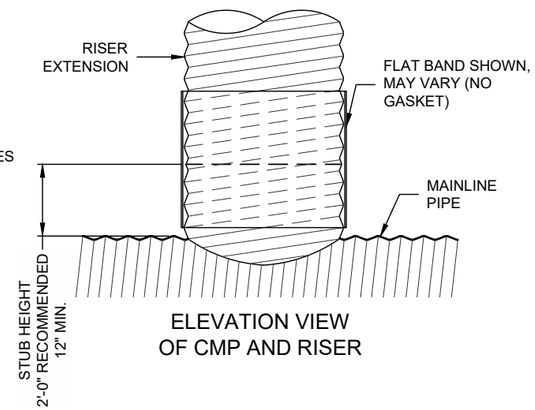


CONNECTION DETAIL
7 1/2" TECHCO SHOWN - MAY VARY



ELEVATION VIEW
OF CMP AND RISER

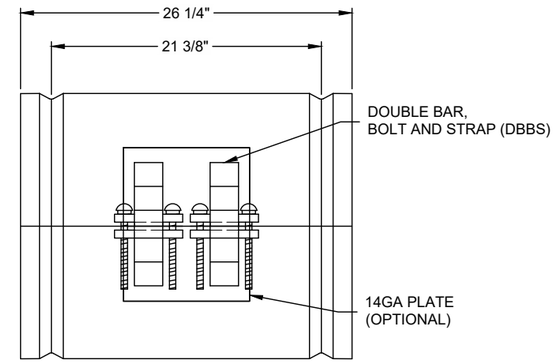
PLAIN END CMP RISER PIPE

GENERAL NOTES:

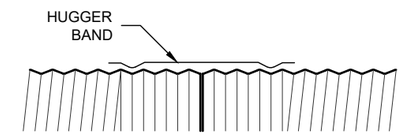
1. **DELIVERED BAND STYLE AND FASTENER TYPE MAY VARY BY FABRICATION PLANT.**
2. JOINT IS TO BE ASSEMBLED PER AASHTO BRIDGE CONSTRUCTION SPECIFICATION SEC 26.4.2.4.
3. BAND MATERIAL AND GAGE TO BE SAME AS RISER MATERIAL.
4. IF RISER HAS A HEIGHT OF COVER OF 10' OR MORE, USE A SLIP JOINT.
5. BANDS ARE NORMALLY FURNISHED AS FOLLOWS:
   - 12" THRU 48" 1-PIECE
   - 54" 2-PIECES
6. ALL RISER JOINT COMPONENTS WILL BE FIELD ASSEMBLED.
7. MANHOLE RISERS IN APPLICATIONS WHERE TRAFFIC LOADS ARE IMPOSED REQUIRE SPECIAL DESIGN CONSIDERATIONS.
8. DIMENSIONS SUBJECT TO MANUFACTURING TOLERANCES.

12" RISER BAND DETAIL

NOT TO SCALE



CONNECTION DETAIL
DBBS



NO GASKET

2 2/3"X1/2" RE-ROLLED END HEL-COR PIPE

GENERAL NOTES:

1. JOINT IS TO BE ASSEMBLED PER AASHTO BRIDGE CONSTRUCTION SPECIFICATION SEC 26.4.2.4.
2. THE H-24 HUGGER BAND IS MANUFACTURED ONLY AT THE MASON, MICHIGAN PLANT.
3. BANDS ARE SHAPED TO MATCH THE PIPE-ARCH WHEN APPLICABLE.
4. BANDS ARE NORMALLY FURNISHED AS FOLLOWS:
   - 12" THRU 48" 1-PIECE
   - 54" THRU 96" 2-PIECE
   - 102" THRU 144" 3-PIECES
5. BAND FASTENERS ARE ATTACHED WITH SPOT WELDS, RIVETS OR HAND WELDS.
6. ALL CMP IS REROLLED TO HAVE ANNULAR END CORRUGATIONS OF 2 2/3"x1/2"
7. DIMENSIONS ARE SUBJECT TO MANUFACTURING TOLERANCES.
8. ORDER SHALL DESIGNATE GASKET OPTION IF REQUIRED. SEE DETAILS ABOVE.

H-24 HUGGER BAND DETAIL

NOT TO SCALE

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CONTECH CMP DETENTION SYSTEMS

CONTECH **PROPOSAL** DRAWING

21"Ø PERFORATED UNDERGROUND RETENTION SYSTEM - 650767-090
HELOTES RETAIL CENTER - REVISED DESIGN
HELOTES, TX
SITE DESIGNATION: UGDS

PROJECT No.:	SEQ. No.:	DATE:
650767	090	3/4/2021
DESIGNED: NJC	DRAWN: NJC	
CHECKED: NJC	APPROVED: NJC	
SHEET NO.: P3 OF 4		

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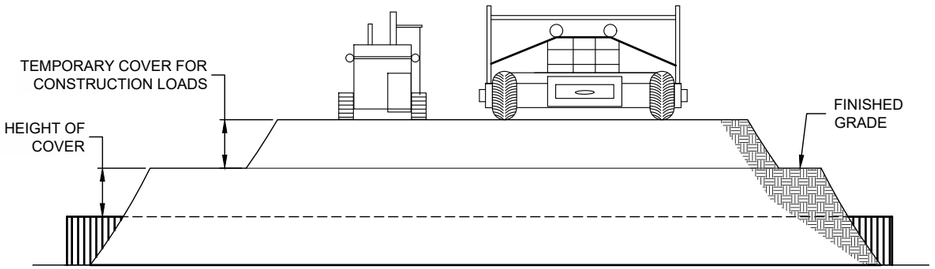
Attachment C



CONSTRUCTION LOADS

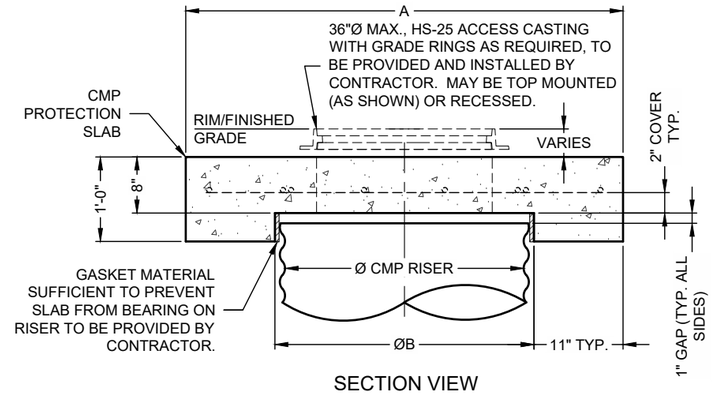
FOR TEMPORARY CONSTRUCTION VEHICLE LOADS, AN EXTRA AMOUNT OF COMPACTED COVER MAY BE REQUIRED OVER THE TOP OF THE PIPE. THE HEIGHT-OF-COVER SHALL MEET THE MINIMUM REQUIREMENTS SHOWN IN THE TABLE BELOW. THE USE OF HEAVY CONSTRUCTION EQUIPMENT NECESSITATES GREATER PROTECTION FOR THE PIPE THAN FINISHED GRADE COVER MINIMUMS FOR NORMAL HIGHWAY TRAFFIC.

PIPE SPAN, INCHES	AXLE LOADS (kips)			
	18-50	50-75	75-110	110-150
	MINIMUM COVER (FT)			
12-42	2.0	2.5	3.0	3.0
48-72	3.0	3.0	3.5	4.0
78-120	3.0	3.5	4.0	4.0
126-144	3.5	4.0	4.5	4.5

*MINIMUM COVER MAY VARY, DEPENDING ON LOCAL CONDITIONS. THE CONTRACTOR MUST PROVIDE THE ADDITIONAL COVER REQUIRED TO AVOID DAMAGE TO THE PIPE. MINIMUM COVER IS MEASURED FROM THE TOP OF THE PIPE TO THE TOP OF THE MAINTAINED CONSTRUCTION ROADWAY SURFACE.

CONSTRUCTION LOADING DIAGRAM

NOT TO SCALE



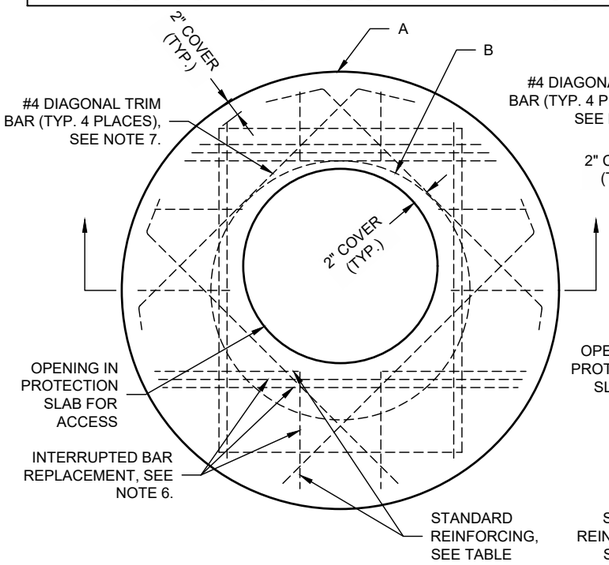
SECTION VIEW

REINFORCING TABLE

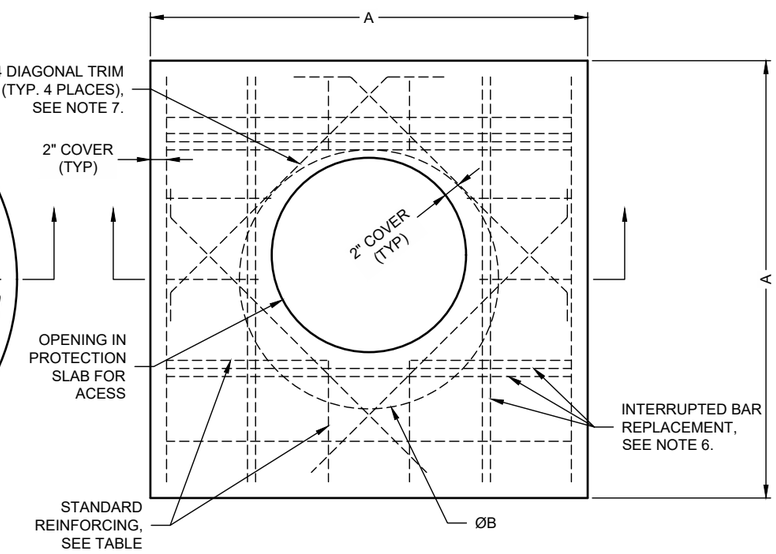
Ø CMP RISER	A	B Ø	REINFORCING	**BEARING PRESSURE (PSF)
24"	4'Ø 4'x4'	26"	#5 @ 10" OCEW #5 @ 10" OCEW	2,540 1,900
30"	4'-6"Ø 4'-6" x 4'-6"	32"	#5 @ 10" OCEW #5 @ 9" OCEW	2,260 1,670
36"	5'Ø 5' x 5'	38"	#5 @ 9" OCEW #5 @ 8" OCEW	2,060 1,500
42"	5'-6"Ø 5'-6" x 5'-6"	44"	#5 @ 8" OCEW #5 @ 8" OCEW	1,490 1,370
48"	6'Ø 6' x 6'	50"	#5 @ 7" OCEW #5 @ 7" OCEW	1,210 1,270

** ASSUMED SOIL BEARING CAPACITY

ACCESS CASTING NOT SUPPLIED BY CONTECH



ROUND OPTION PLAN VIEW



SQUARE OPTION PLAN VIEW

NOTES:

1. DESIGN IN ACCORDANCE WITH AASHTO, 17th EDITION AND ACI 350.
2. DESIGN LOAD HS25.
3. EARTH COVER = 1' MAX.
4. CONCRETE STRENGTH = 4,000 psi
5. REINFORCING STEEL = ASTM A615, GRADE 60.
6. PROVIDE ADDITIONAL REINFORCING AROUND OPENINGS EQUAL TO THE BARS INTERRUPTED, HALF EACH SIDE. ADDITIONAL BARS TO BE IN THE SAME PLANE.
7. TRIM OPENING WITH DIAGONAL #4 BARS, EXTEND BARS A MINIMUM OF 12" BEYOND OPENING, BEND BARS AS REQUIRED TO MAINTAIN BAR COVER.
8. PROTECTION SLAB AND ALL MATERIALS TO BE PROVIDED AND INSTALLED BY CONTRACTOR.
9. DETAIL DESIGN BY DELTA ENGINEERS, ARCHITECTS AND LAND SURVEYORS, ENDWELL, NY.

MANHOLE CAP DETAIL

NOT TO SCALE

SPECIFICATION FOR CORRUGATED STEEL PIPE-ALUMINIZED TYPE 2 STEEL

SCOPE

THIS SPECIFICATION COVERS THE MANUFACTURE AND INSTALLATION OF THE CORRUGATED STEEL PIPE (CSP) DETAILED IN THE PROJECT PLANS.

MATERIAL

THE ALUMINIZED TYPE 2 STEEL COILS SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF AASHTO M274 OR ASTM A929.

PIPE

THE CSP SHALL BE MANUFACTURED IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF AASHTO M36 OR ASTM A760. THE PIPE SIZES, GAGES AND CORRUGATIONS SHALL BE AS SHOWN ON THE PROJECT PLANS.

ALL FABRICATION OF THE PRODUCT SHALL OCCUR WITHIN THE UNITED STATES.

HANDLING AND ASSEMBLY

SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS OF THE NATIONAL CORRUGATED STEEL PIPE ASSOCIATION (NCSPA)

INSTALLATION

SHALL BE IN ACCORDANCE WITH AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES, SECTION 26, DIVISION II OR ASTM A798 AND IN CONFORMANCE WITH THE PROJECT PLANS AND SPECIFICATIONS. IF THERE ARE ANY INCONSISTENCIES OR CONFLICTS THE CONTRACTOR SHOULD DISCUSS AND RESOLVE WITH THE SITE ENGINEER.

IT IS ALWAYS THE RESPONSIBILITY OF THE CONTRACTOR TO FOLLOW OSHA GUIDELINES FOR SAFE PRACTICES.

MATERIAL SPECIFICATION

NOT TO SCALE

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If discrepancies between the supplied information upon which the drawing is based and actual field conditions are encountered as site work progresses, these discrepancies must be reported to Contech immediately for re-evaluation of the design. Contech accepts no liability for designs based on missing, incomplete or inaccurate information supplied by others.

MARK	DATE	REVISION DESCRIPTION	BY

CONTECH ENGINEERED SOLUTIONS LLC
www.ContechES.com
11815 NE Glenn Widing Drive, Portland, OR 97220
800-548-4667 503-240-3393 800-561-1271 FAX

CONTECH CMP DETENTION SYSTEMS

CONTECH PROPOSAL DRAWING

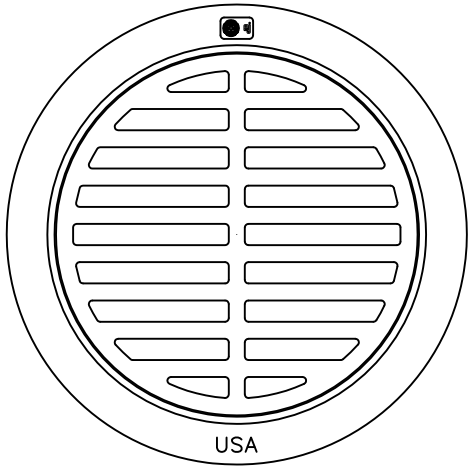
21"Ø PERFORATED UNDERGROUND RETENTION SYSTEM - 650767-090
HELOTES RETAIL CENTER - REVISED DESIGN
HELOTES, TX
SITE DESIGNATION: UGDS

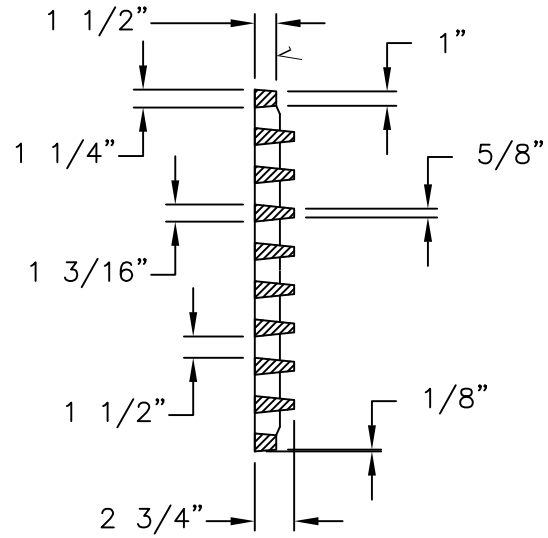
PROJECT No.: 650767	SEQ. No.: 090	DATE: 3/4/2021
DESIGNED: NJC		DRAWN: NJC
CHECKED: NJC		APPROVED: NJC
SHEET NO.: P4	OF	4

\\PSUWQKTWCRMF01.QUIKRETE.NET\MERLIN\PROJECT\ACTIVE\650700\650767\650767-90-CMP DETENTION\DRAWINGS\650767-90 CONFAB.DWG 3/5/2021 11:25 AM

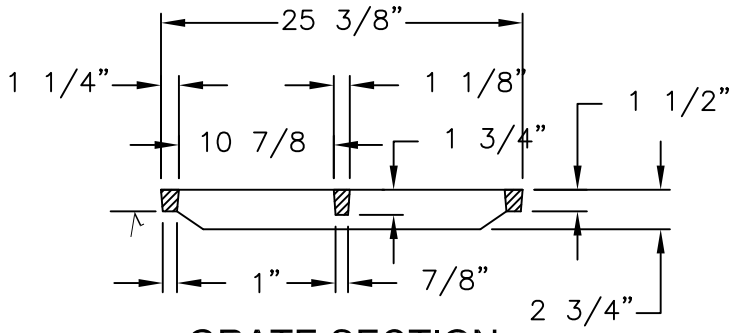
Attachment C

V3600-3 BF RG V3600-3 DI GR Assembly





GRATE SECTION



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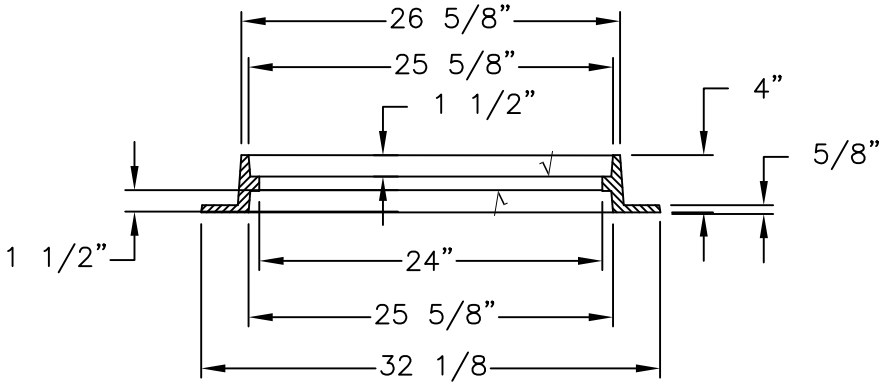

FRAME SECTION

NOTE: UNIT IS REVERSIBLE AND CAN BE INSTALLED AS A TOP FLANGE UNIT.

Product Number

43600301

Design Features

-Materials
Frame
Gray Iron (CL35B)
Grate
Ductile Iron (70-50-05)

-Design Load
Extra Heavy Duty
-Open Area
180 Sq. Inches
-Coating
Undipped
-√ Designates Machined Surface

Certification

- ASTM A48
- ASTM A536
-
-Country of Origin: USA

Major Components

41600310
43600330

Drawing Revision

04/08/2003 Designer: DEW
02/04/2015 Revised By: DVD

Disclaimer

Weights (lbs./kg) dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

CONFIDENTIAL: This drawing is the property of EJ GROUP, Inc., and embodies confidential information, registered marks, patents, trade secret information, and/or know how that is the property of EJ GROUP, Inc.
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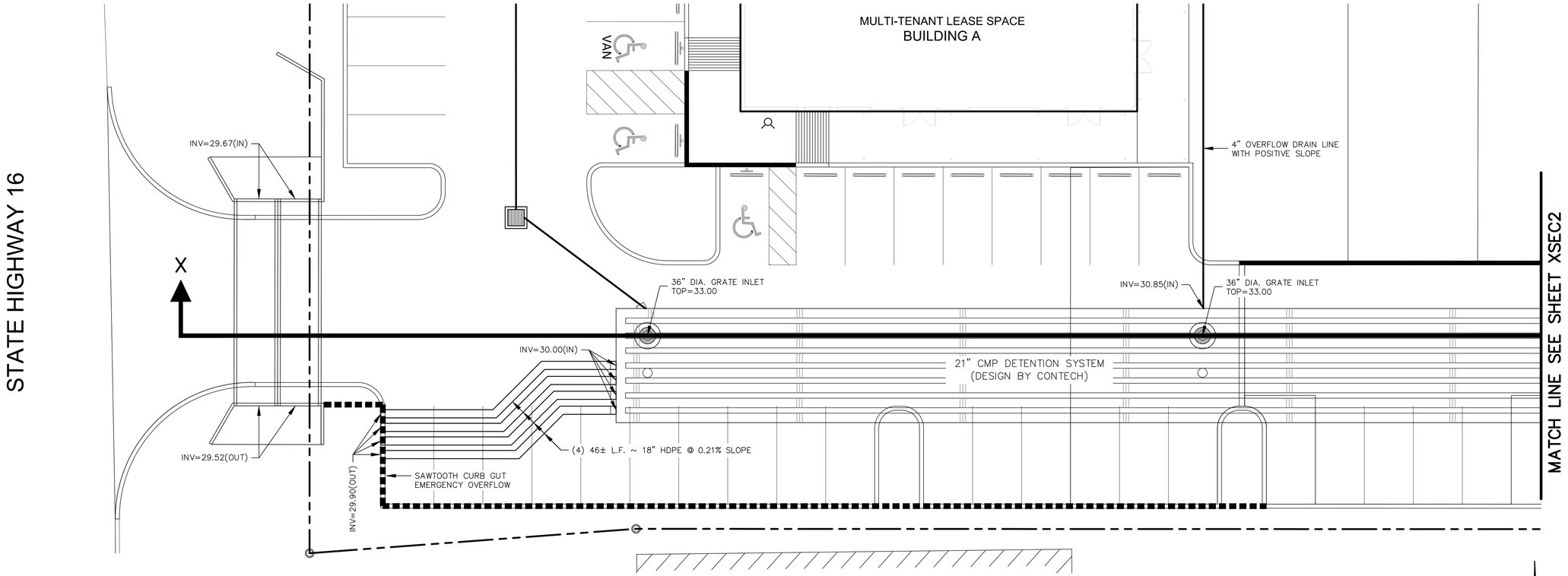
Contact

800 626 4653
ejco.com

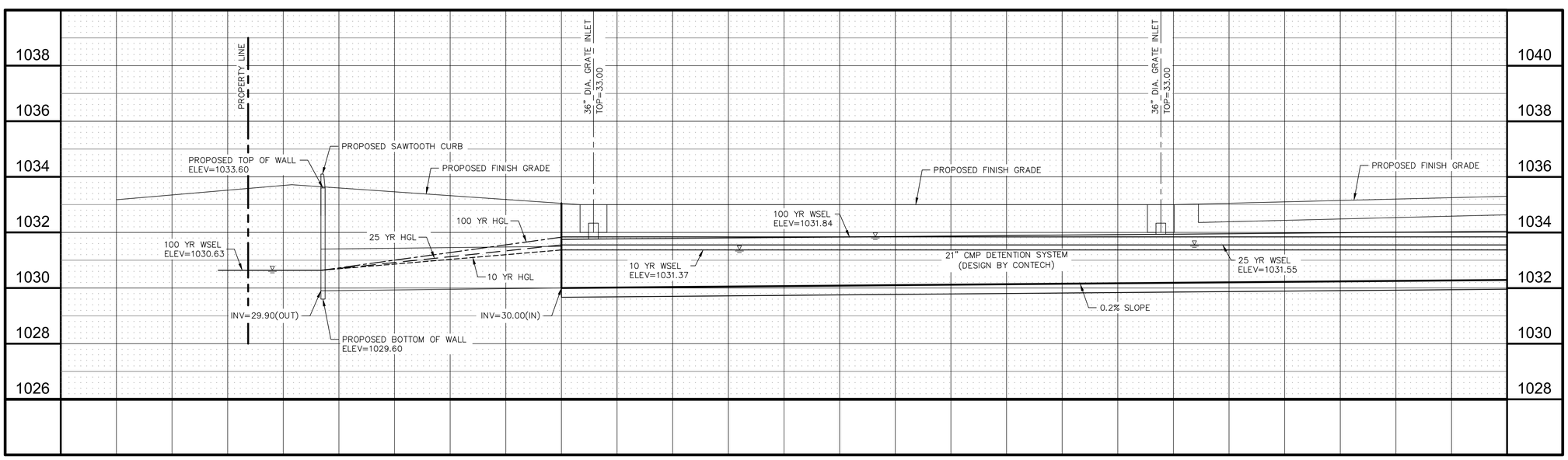
ATTACHMENT E

DETENTION POND SECTIONS



CROSS-SECTION X-X

SCALE: HORIZONTAL 1"=10'
VERTICAL 1"=2'



Attachment C

CIVIL TECH, PLLC.
ENGINEERS, CONSULTANTS, LAND PLANNERS
Firm No. 13711
P.O. BOX 2203
(210) 365-5029
BOERNE, TEXAS 78006

FOR INTERIM REVIEW ONLY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW ONLY. UNDER AUTHORITY OF:

NAME: JAMES P. McGARR
P.E. No. 108753

AND IS NOT INTENDED TO BE USED FOR BIDDING OR CONSTRUCTION PURPOSES.

3/5/2021

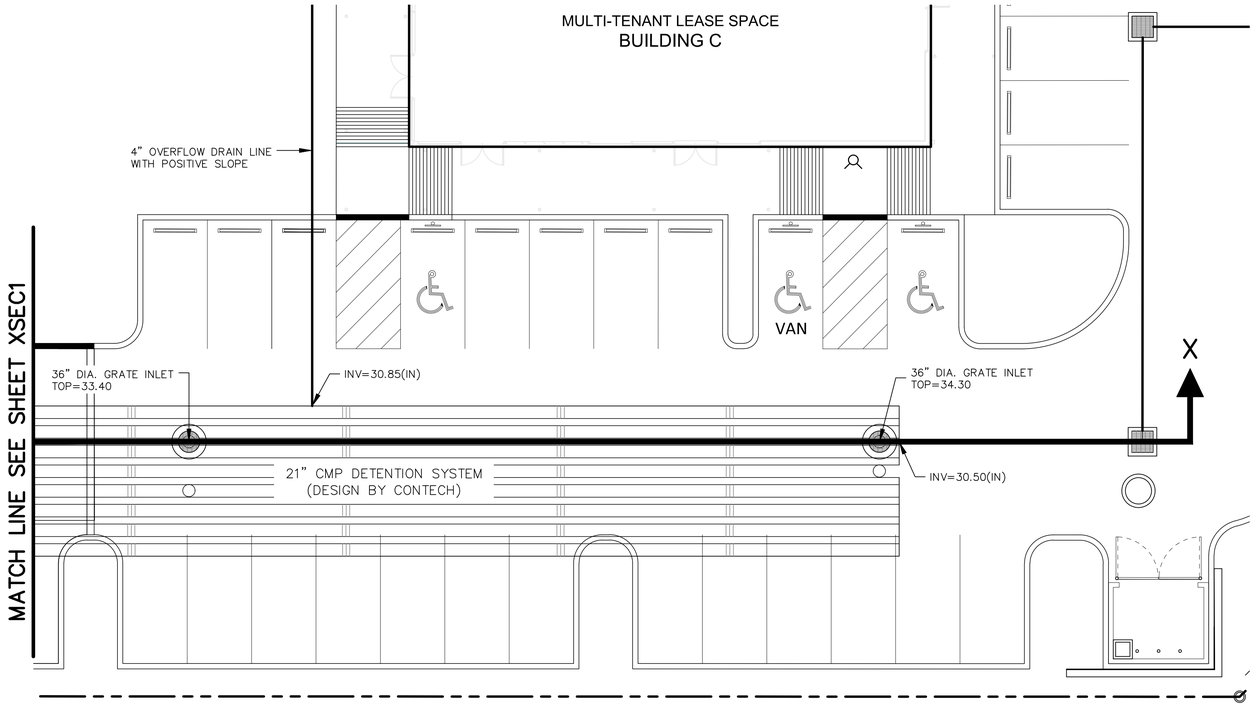
DATE

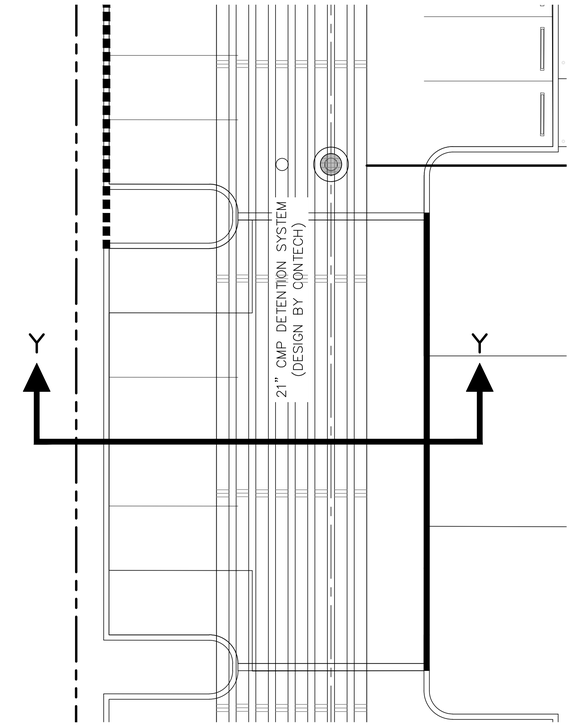
REVISIONS:

BANDERA ROAD
XXX, XXX, TEXAS

CROSS-SECTION X-X

SHEET NO.
XSEC1



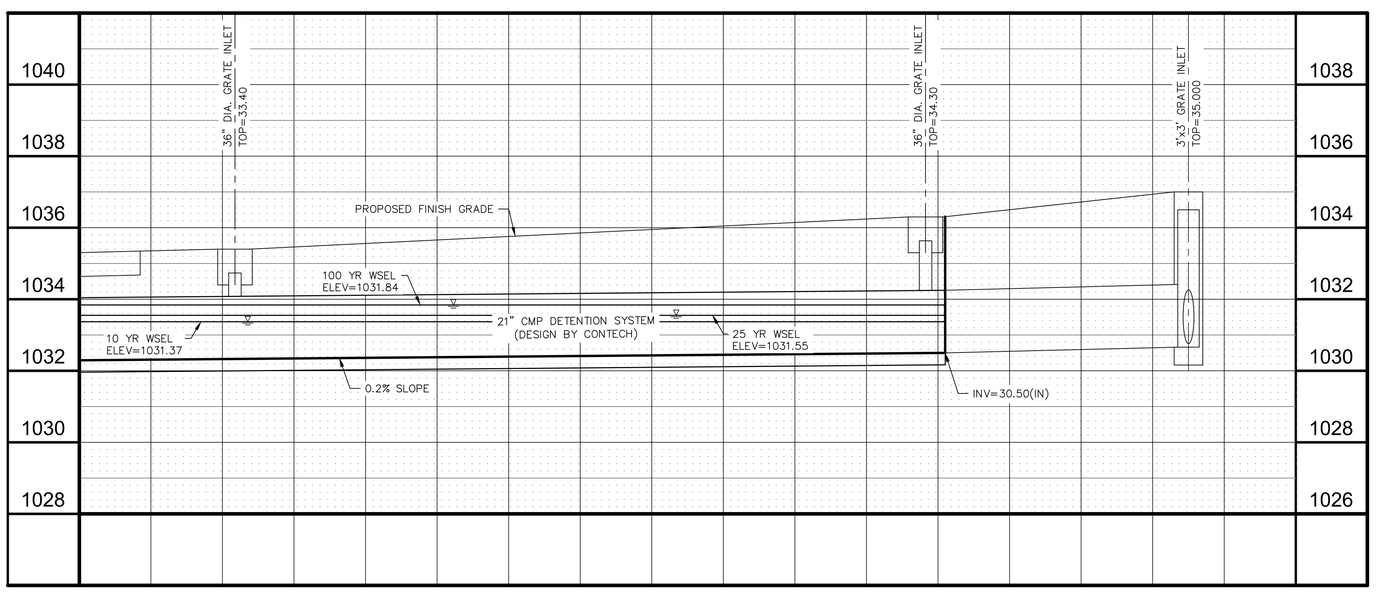


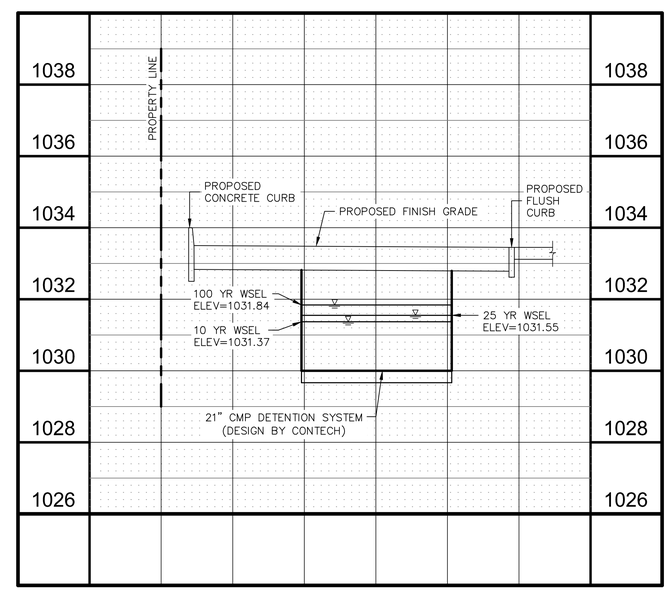
CROSS-SECTION X-X

SCALE: HORIZONTAL 1"=10'
VERTICAL 1"=2'

CROSS-SECTION Y-Y

SCALE: HORIZONTAL 1"=10'
VERTICAL 1"=2'





Attachment C

CIVIL TECH, PLLC.
ENGINEERS, CONSULTANTS, LAND PLANNERS
Firm No. 13711
P.O. BOX 2203
(210) 365-5029
BOERNE, TEXAS 78006

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3/5/2021

DATE

REVISIONS:

BANDERA ROAD

XXX, XXX, TEXAS

CROSS-SECTIONS X-X AND Y-Y

SHEET NO.

XSEC2

ATTACHMENT F

DRAINAGE AREA DA-2
12 MIN TC

Proposed Model Pond 2 *COSA Atlas 14 100-yr Duration=12 min, Inten=10.18 in/hr*
Prepared by Civil Tech PLLC Printed 2/24/2021
HydroCAD® 10.00-22 s/n 09813 © 2018 HydroCAD Software Solutions LLC

Events for Subcatchment DA-2:

Event	Rainfall (inches)	Runoff (cfs)	Volume (acre-feet)	Depth (inches)
10-yr	**12.10**	54.81	0.906	0.24
25-yr	12.10	65.83	1.088	0.28
100-yr	12.10	**82.63**	**1.366**	**0.36**

ATTACHMENT G

TXDOT CULVERT ANALYSIS
12 MIN TC

Culvert Calculator Report
Proposed Box

Solve For: Headwater Elevation

Culvert Summary					
Allowable HW Elevation	0.00	ft	Headwater Depth/Height	0.82	
Computed Headwater Eleva	1,031.32	ft	Discharge	82.63	cfs
Inlet Control HW Elev.	1,031.29	ft	Tailwater Elevation	0.00	ft
Outlet Control HW Elev.	1,031.32	ft	Control Type	Outlet Control	

Grades					
Upstream Invert	1,029.67	ft	Downstream Invert	1,029.52	ft
Length	39.00	ft	Constructed Slope	0.003846	ft/ft

Hydraulic Profile					
Profile	M2		Depth, Downstream	1.03	ft
Slope Type	Mild		Normal Depth	1.24	ft
Flow Regime	Subcritical		Critical Depth	1.03	ft
Velocity Downstream	5.75	ft/s	Critical Slope	0.006261	ft/ft

Section					
Section Shape	Box		Mannings Coefficient	0.013	
Section Material	Concrete		Span	2.00	ft
Section Size	2 x 2 ft		Rise	2.00	ft
Number Sections	7				

Outlet Control Properties					
Outlet Control HW Elev.	1,031.32	ft	Upstream Velocity Head	0.38	ft
Ke	0.20		Entrance Loss	0.08	ft

Inlet Control Properties					
Inlet Control HW Elev.	1,031.29	ft	Flow Control	Unsubmerged	
Inlet Type	90° headwall w 45° bevels		Area Full	28.0	ft²
K	0.49500		HDS 5 Chart	10	
M	0.66700		HDS 5 Scale	2	
C	0.03140		Equation Form	2	
Y	0.82000				

ATTACHMENT H

POND ANALYSIS
8 MIN TC

Proposed Model Pond 3 *COSA Atlas 14 10-yr Duration=8 min, Inten=8.00 in/hr*
Prepared by Civil Tech PLLC Printed 3/4/2021
HydroCAD® 10.00-22 s/n 09813 © 2018 HydroCAD Software Solutions LLC

Summary for Pond Pond 1:

Inflow Area = 3.790 ac, 51.72% Impervious, Inflow Depth = 0.92" for 10-yr event
Inflow = 25.71 cfs @ 0.13 hrs, Volume= 0.289 af
Outflow = 17.30 cfs @ 0.18 hrs, Volume= 0.246 af, Atten= 33%, Lag= 2.8 min
Primary = 17.30 cfs @ 0.18 hrs, Volume= 0.246 af

Routing by Stor-Ind method, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs
Peak Elev= 1,031.30' @ 0.18 hrs Surf.Area= 0 sf Storage= 5,545 cf

Plug-Flow detention time=5.1 min calculated for 0.246 af (85% of inflow)
Center-of-Mass det. time=4.1 min (12.1 - 8.0)

Volume	Invert	Avail.Storage	Storage Description
#1	1,030.00'	9,425 cf	**Custom Stage Data** Listed below

Elevation (feet)	Cum.Store (cubic-feet)
1,030.00	0
1,030.30	125
1,031.85	8,500
1,033.00	9,425

Device	Routing	Invert	Outlet Devices
#1	Primary	1,030.00'	**18.0" Round Culvert 18 inch X 4.00** L= 45.0' CMP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 1,030.00' / 1,029.90' S= 0.0022 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

Primary OutFlow Max=17.29 cfs @ 0.18 hrs HW=1,031.30' TW=1,030.63' (Fixed TW Elev= 1,030.63')
└**1=Culvert 18 inch** (Barrel Controls 17.29 cfs @ 3.55 fps)

Proposed Model Pond 3 *COSA Atlas 14 100-yr Duration=8 min, Inten=12.03 in/hr*
Prepared by Civil Tech PLLC Printed 3/4/2021
HydroCAD® 10.00-22 s/n 09813 © 2018 HydroCAD Software Solutions LLC

Summary for Pond Pond 1:

Inflow Area = 3.790 ac, 51.72% Impervious, Inflow Depth = 1.38" for 100-yr event
Inflow = 38.66 cfs @ 0.13 hrs, Volume= 0.435 af
Outflow = 25.96 cfs @ 0.18 hrs, Volume= 0.391 af, Atten= 33%, Lag= 2.8 min
Primary = 25.96 cfs @ 0.18 hrs, Volume= 0.391 af

Routing by Stor-Ind method, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs
Peak Elev= 1,031.73' @ 0.18 hrs Surf.Area= 0 sf Storage= 7,834 cf

Plug-Flow detention time=4.8 min calculated for 0.391 af (90% of inflow)
Center-of-Mass det. time=4.1 min (12.1 - 8.0)

Volume	Invert	Avail.Storage	Storage Description
#1	1,030.00'	9,425 cf	**Custom Stage Data** Listed below

Elevation (feet)	Cum.Store (cubic-feet)
1,030.00	0
1,030.30	125
1,031.85	8,500
1,033.00	9,425

Device	Routing	Invert	Outlet Devices
#1	Primary	1,030.00'	**18.0" Round Culvert 18 inch X 4.00** L= 45.0' CMP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 1,030.00' / 1,029.90' S= 0.0022 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

Primary OutFlow Max=25.95 cfs @ 0.18 hrs HW=1,031.73' TW=1,030.63' (Fixed TW Elev= 1,030.63')
└**1=Culvert 18 inch** (Barrel Controls 25.95 cfs @ 4.00 fps)

Proposed Model Pond 3 *COSA Atlas 14 25-yr Duration=8 min, Inten=9.60 in/hr*
Prepared by Civil Tech PLLC Printed 3/4/2021
HydroCAD® 10.00-22 s/n 09813 © 2018 HydroCAD Software Solutions LLC

Summary for Pond Pond 1:

Inflow Area = 3.790 ac, 51.72% Impervious, Inflow Depth = 1.10" for 25-yr event
Inflow = 30.86 cfs @ 0.13 hrs, Volume= 0.347 af
Outflow = 20.84 cfs @ 0.18 hrs, Volume= 0.304 af, Atten= 32%, Lag= 2.8 min
Primary = 20.84 cfs @ 0.18 hrs, Volume= 0.304 af

Routing by Stor-Ind method, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs
Peak Elev= 1,031.47' @ 0.18 hrs Surf.Area= 0 sf Storage= 6,440 cf

Plug-Flow detention time=4.8 min calculated for 0.303 af (87% of inflow)
Center-of-Mass det. time=4.1 min (12.1 - 8.0)

Volume	Invert	Avail.Storage	Storage Description
#1	1,030.00'	9,425 cf	**Custom Stage Data** Listed below

Elevation (feet)	Cum.Store (cubic-feet)
1,030.00	0
1,030.30	125
1,031.85	8,500
1,033.00	9,425

Device	Routing	Invert	Outlet Devices
#1	Primary	1,030.00'	**18.0" Round Culvert 18 inch X 4.00** L= 45.0' CMP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 1,030.00' / 1,029.90' S= 0.0022 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.77 sf

Primary OutFlow Max=20.82 cfs @ 0.18 hrs HW=1,031.47' TW=1,030.63' (Fixed TW Elev= 1,030.63')
└**1=Culvert 18 inch** (Barrel Controls 20.82 cfs @ 3.74 fps)

ATTACHMENT I

TXDOT CORRESPONDENCE

James McGarr

From: Bryan Heiner <Bryan.Heiner@txdot.gov>
Sent: Tuesday, December 15, 2020 12:01 PM
To: Michael Orsak
Cc: James McGarr; Jason Lambert; Jose Ibarra Jr
Subject: RE: Helotes Retail - TxDOT

Michael,

Per our phone conversation, TxDot has no objection to proceeding with the installation of the box culverts for this permit. Flowable fill can be used to raise the flowline of the 7x3 culvert to provide 7x2 opening. Cast in place Safety End Treatments are required on both upstream and downstream end of culverts. Please coordination with TxDot inspection prior to installation and let me know if you have any further questions.

Thanks,

Bryan Heiner, P.E.
Transportation Engineer
Texas Department of Transportation | SAT Maintenance
210.707.3696 phone | bryan.heiner@txdot.gov

From: Michael Orsak [mailto:michael@southwestbackhoe.com]
Sent: Thursday, December 10, 2020 12:22 PM
To: Bryan Heiner <Bryan.Heiner@txdot.gov>
Cc: James McGarr <jmcgarr@civiltechmc.com>
Subject: Helotes Retail - TxDOT
Importance: High

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Bryan,

Please see attached data for a box culvert layout we are installing as part of TxDOT DW Permit #6171 off on Bandera Road for Helotes Retail Center put together by our engineer. The needs of the project mean we could use 7’x2’ culverts to make this work but since 7’x3’ culverts are standard that is what we have on-site so we were wondering if we could lower the boxes by 1’ and pour the bottoms of the culvert to keep the existing flow lines but lower the “rim” elevation.

Would you be available to discuss with us briefly this afternoon? We just wanted to see if you had any objection to this so we can keep pushing forward in the field!

Thank you sir,

Michael Orsak
Executive Vice President

Southwest Backhoe & Utility Services, Inc.
6800 Park Ten Blvd, Suite 114N, San Antonio, TX 78213
T (210) 732-5210 **F** (210) 732-5709 **C** (210) 517-9584
W southwestbackhoe.com
E michael@southwestbackhoe.com

"Quality Without Compromise."

A Texas Department of Transportation (TxDOT) message

#EndTheStreakTX

CITY COUNCIL
AGENDA ITEM REQUEST FORM

MEETING DATE: April 8, 2021

AGENDA PLACEMENT:

- ☐ **PUBLIC HEARING**
- ☐ **RECOGNITION**
- ☐ **UNFINISHED BUSINESS**
- ☐ **CONSENT**
- ☒ **INDIVIDUAL**
- ☐ **CLOSED**

CAPTION:

Discussion of and action on a final replat, pursuant to Municipal Code of Ordinances Chapter 78 *Subdivisions*, Section 78-74 *Replatting without Vacating Previous Plat*, establishing Bricewood Subdivision, Unit-3B, Lots 14 to 23, Block 15, and replatting Bricewood Subdivision, Unit-3A, Lots 1 to 9, Block 26, recorded in Volume 20001, Pgs. 1364 – 1365, of the Official Public Records of Bexar County, Texas. (Applicant)

BACKGROUND:

Bricewood Subdivision is generally located on Galm Road, just North of F.M. 1560. The Developer cites that the common line between Unit 3 and proposed Unit 6 has made it impossible to have Briceway Mountain as the connector street. As a result, the Developer wishes to replat a portion of Unit 3 and convert Briceway Mountain into a residential lot. This requested replat converts Briceway Mountain into Lot 14, renumbers the remaining residential lots within the block accordingly, and establishes Bricewood Subdivision, Unit-3B, Lots 14 to 23, Block 15.

The City Engineer has reviewed the replat request and recommends approval in accordance with Chapter 78 *Subdivisions*, Section 78-74 *Replatting without Vacating Previous Plat*.

ATTACHMENTS:

Attachment A – City Engineer Recommendation Letter
Attachment B – Developer Memorandum
Attachment C – Bricewood Subdivision, Unit-3B Plat (proposed replat)
Attachment D – Bricewood Subdivision Unit-3 Plat (original plat)

PREPARED BY: Celina Perez, City Secretary

DATE SUBMITTED: March 31, 2021

Attachment A

LNV
an Ardurra Company

03/19/2021

Ms. Celina Perez
City Secretary
City of Helotes
P.O. Box 507
Helotes, TX 78023

Re: Bricewood Unit 3B Replat without Vacating Original Plat
Approval Letter

Dear Ms. Perez,

We have reviewed the replat without vacating original plat for the Bricewood Unit 3B subdivision submitted by Seda Consulting Engineers, Inc. and determined that it meets the requirements outlined in the Helotes Code of Ordinances, Cap. 78, Sect. 78-74, therefore, I recommend approval.

Please place the subject replat on the next available City Council agenda for discussion and appropriate action.

If you have any questions, please feel free to contact me at (210) 822-2232.

Sincerely,
LNV, LLC.
TBPE Firm No. F-366

Joseph T. Arteritano, PE
Senior Project Manager

8918 TESORO DRIVE | SUITE 401 | SAN ANTONIO, TEXAS 78217
OFFICE 210.822.2232 | FAX 210.822.40326 | WWW.LNVINC.COM

TBPE Firm Registration No., F-1601
Seda Consulting Engineers, Inc
6735 I.H. 10 West
San Antonio, TX 78201

Phone: (210) 308-0057
FAX: (210) 308-8842
E-MAIL:seda@satx.rr.com

March 9, 2021

City of Helotes
Development Services Department
Land Entitlement/Subdivision Section
Attn.: Ms. Celina Perez

Re.: Replat of Bricewood Subdivision U-3

Dear Ms. Perez

Please consider this letter as a request for a Replat for the above referenced plat.

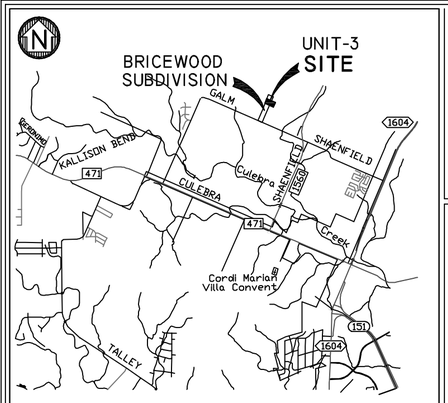
Reason for the Replat is due to the extensive/deep cut along the common line between unit-3 and unit-6 it become impossible to have Briceway Mtn. Street stub-out to continue onto unit 6.

Therefore, the future connection onto unit-6 has been relocated into unit 5, and exist Briceway Mtn. stub is proposed to be a residential lot. Also, the lots have been renumbered accordingly due to the Block continuity.

Your attention is greatly appreciated. Should there be any question please do not hesitate to call on us.

Sincerely;
Seda Consulting Engineers, Inc

Salah E. Diab, Ph.D., P.E.
President



MAPSCO 2008 MAP 545 GRID # E5-6 LOCATION MAP

CAESAR A. GARCIA

REGISTERED PROFESSIONAL LAND SURVEYOR
14384 HUBER ROAD
SEGUIN, TEXAS 78155
PH: (512) 470-4669

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
1 INCH = 50 FT.

Seda Consulting Engineers, Inc.
FIRM REGISTRATION NO: F-1601 (210) 308-0057
6735 IH 10 W FAX: (210) 308-8842
SAN ANTONIO, TEXAS 78201 E-MAIL: SEDA@SATX.RR.COM
CIVIL • STRUCTURAL • ENVIRONMENTAL • PLANNER

DATE of ORIGINAL PREPARATION	DATE of REPLAT PREPARATION	SEDA JOB No.
11/05/2018	01/29/2021	1596

PLAT NUMBER

REPLAT ESTABLISHING

BRICEWOOD SUBDIVISION, UNIT-3B

THE AREA BEING REPLATTED WAS PREVIOUSLY PLATTED AS LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9, BLOCK 26 OUT OF THE BRICEWOOD SUBDIVISION UNIT-3, RECORDED IN VOLUME 20001, PAGE 1387 IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS

ESTABLISHING LOTS 14, 15, 16, 17, 18, 19, 20, 21, 22 AND 23, BLOCK 15

GENERAL NOTES:

1.) CONCRETE DRIVEWAY APPROACHES AND EAVES OVERHANGS ARE ALLOWED WITHIN THE B.S.L AND G,E,T,CATV. EASEMENTS.
2.) FLOOD NOTE: ACCORDING TO FEMA 1% ANNUAL CHANCE (100-YEAR) FLOOD PLAIN AS DEPICTED ON THE FEMA FLOOD INSURANCE RATE MAPS OF BEXAR COUNTY, TEXAS, MAP NO. 48029C0215G DATED SEPT. 29 2010, THIS PROPERTY LIES OUTSIDE THE 100-YR FLOODPLAIN.
3.) NO STRUCTURE, FENCES, WALLS OR OTHER OBSTRUCTIONS THAT IMPEDE DRAINAGE SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT.
4.) THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE, NAD 83.
5.) OWNER/DEVELOPER WILL COMPLY WITH CITY OF HELOTES, TX. CODE OF ORDINANCES CHAPTER 78 SUBDIVISIONS.
6.) MAINTENANCE NOTE: THE MAINTENANCE OF DRAINAGE EASEMENTS, ACCESS EASEMENTS, GREENBELTS, AND OPEN PERMEABLE PLACES SHOWN HEREON SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER AND THEIR SUCCESSORS, AND NOT THE RESPONSIBILITY OF THE CITY OF HELOTES OR BEXAR COUNTY.
7.) STATE PLANE COORDINATES DERIVED FROM STATIONS:
DF4371 TXAN SAN ANTONIO RRP2 CORS ARP
DG5765 TXJC JOHNSON CITY CORS ARP
DG5767 TXSM SAN MARCOS CORS ARP
COMBINED SCALE FACTOR 0.99983802
STATE PLANE COORDINATES ARE NAD 83 (NAVD88)

RESIDENTIAL FIRE FLOW NOTE:

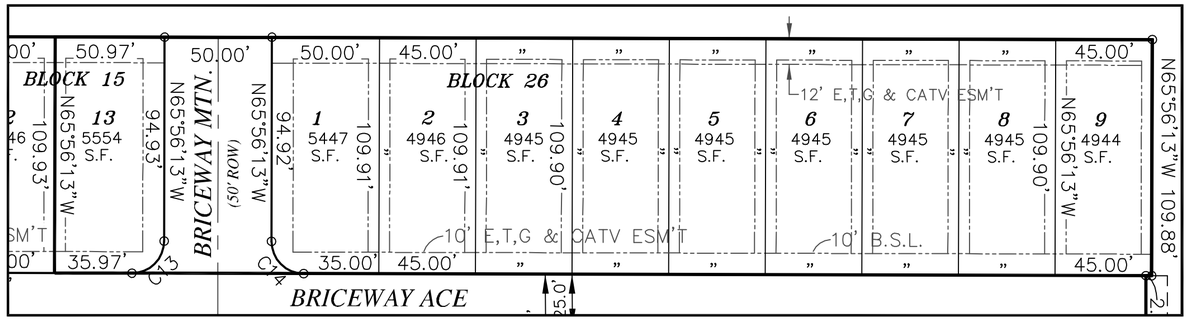
In an effort to meet the City of Helotes's fire flow requirements for the proposed residential development, the public water main system has been designed for a minimum fire flow demand of 1000 gpm at 25 psi residual pressure. The fire flow requirements for individual structures will be reviewed during the building permit process in accordance with the procedured set forth by the City of Helotes Director of Planning and Development Services and the City of Helotes Fire Department Fire Marshal.

EDU NOTE:

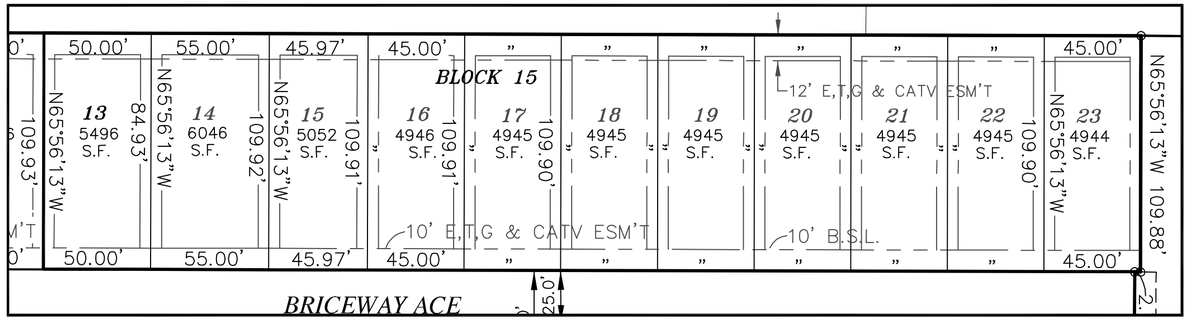
THE NUMBER OF EQUIVALENT DWELLING UNITS (EDU's) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY THE DEVELOPMENT SERVICES DEPARTMENT

S.A.W.S. NOTE:

THE SAN ANTONIO WATER STSTEM HEREBY GRANTED THE RIGHT OF INGRESS AND EGRESS ACROSS GRANTOR'S ADJACENT PROPERTY TO ACCESS THE WASTEWATER EASEMENT(S) SHOWN ON THIS PLAT.



AREA TO BE REPLATTED



REPLAT

LEGEND

- BSL — BUILDING SET BACK LINE
- E,G,T,& CaTV ESM'T — ELECTRIC, GAS, TELEPHONE CABLE TV EASEMENT
- UTIL — UTILITY EAEMENT
- SECTION BOUNDARY

STATE OF TEXAS
COUNTY OF BEXAR

THE OWNER OF LAND SHOWN ON THIS PLAT, AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE CITY OF HELOTES, TEXAS, FOR THE USE OF THE PUBLIC FOREVER ALL STREETS (OTHER THAN PRIVATE STREETS), ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND THE WATER AND SEWER LINES IN ALL OF THE AFORESAID PUBLIC PLACES THERE ON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER

DULY AUTHORIZED AGENT

OWNER / DEVELOPER ADDRESS:
L&F-1, L.L.C.
PO Box 5310
San Antonio, Tx. 78201
PH: (210) 559-1888

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED FRED GHAVDEL, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

_____DAY OF _____, _____.

NOTARY PUBLIC
BEXAR COUNTY, TEXAS

CERTIFICATION BY CITY ENGINEER:

THE CITY ENGINEER OF THE CITY OF HELOTES HEREBY CERTIFIES THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH HIS APPROVAL IS REQUIRED.

CITY OF HELOTES ENGINEER

APPROVAL OF PLANNING AND ZONING COMMISSION:

THIS PLAT OF _____ HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF HELOTES, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED THIS _____DAY OF_____, A.D. 20____.

BY: CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION

APPROVAL OF CITY COUNCIL:

THIS PLAT OF _____ HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS, AND IS HEREBY APPROVED BY SUCH CITY COUNCIL.

DATED THIS _____DAY OF_____, A.D. 20____.

BY: _____
MAYOR

BY: _____
SECRETARY

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

STATE OF TEXAS REGISTERED CAESAR A. GARCIA 5904 PROFESSIONAL LAND SURVEYOR

CAESAR A. GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5904

SWORN TO AND SUBSCRIBED TO ME THIS _____DAY OF_____, A.D. 20____.

NOTARY PUBLIC
BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT.

STATE OF TEXAS SALAH E. DIAB 55516 REGISTERED PROFESSIONAL ENGINEER

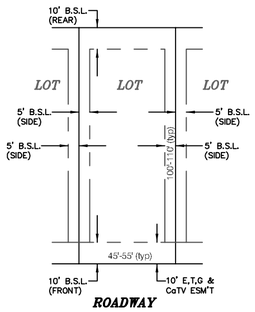
LICENSED PROFESSIONAL ENGINEER NO. 55516

SWORN TO AND SUBSCRIBED TO ME THIS _____DAY OF_____, A.D. 20____.

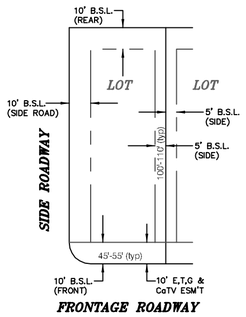
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

CPS NOTES:

1. THE CITY OF SAN ANTONIO AS A PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT", "GAS EASEMENT", "ANCHOR EASEMENT", "SERVICE EASEMENT", "OVERHANG EASEMENT", "UTILITY EASEMENT", AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES; TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THERETO.
IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREAS.
2. ANY CPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS EQUIPMENT, LOCATED WITHIN SAID EASEMENT, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATION.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENT OR ANY OTHER EASEMENT FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW:
4. CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY REAR LOT UNDERGROUND ELECTRIC AND GAS FACILITIES.
5. ROOF OVERHANGS ARE ALLOWED WITHIN FIVE (5) FOOT WIDE ELECTRIC, GAS, TELEPHONE AND CABLE T.V. EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC, GAS, TELEPHONE AND CABLE T.V. FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) FOOT WIDE EASEMENTS.



TYPICAL LOT LAYOUT
(w/ SETBACKS & EASEMENTS) nts



TYPICAL CORNER LOT LAYOUT
(w/ SETBACKS & EASEMENTS) nts

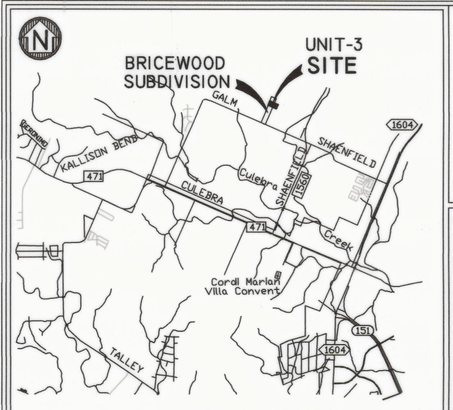
Attachment D

PLAT NUMBER H00092

SUBDIVISION PLAT ESTABLISHING

BRICEWOOD SUBDIVISION UNIT-3

BEING A 31.5223 ACRES TRACT OF LAND, AND 15.6717 OUT OF THE CALLED 100 ACRE TRACT OF LAND THE EASTERN HALF OF SECTION FIVE, VOL. 6591, PG. 259. AND 15.8506 AC. OUT OF THE CALLED 30 ACRE TRACT OF LAND RECORDED IN VOLUME 5757, PAGE 1303 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.



MAPSCO 2008 MAP 545 GRID # E5-6 LOCATION MAP

LEGEND:

EXISTING CONTOURS	576
FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED	◉
SET 1/2" IRON ROD UNLESS OTHERWISE NOTED	○
ELECTRIC, TELEPHONE, GAS & CABLE TV EASEMENT	E,T,G & CATV ESM'T
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS.	R.P.R.
DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS.	D.P.R.
RIGHT-OF-WAY	R.O.W.
TOTAL LOT AREA (SQUARE FEET)	1.643 SF
EASEMENT	ESM'T
VEHICULAR NON ACCESS EASMENT	V.N.A.E.
BUILDING SETBACK LINE	B.S.L.
SANITARY SEWER EASEMENT	S.S.E.
DRAINAGE EASEMENT	D.E.
WATER LINE EASEMENT	W.L.E.
UTILITY EASEMENT	U.E.
PUBLIC UTILITY EASEMENT	P.U.E.
OVERHEAD UTILITY	O.H.
EXISTING EASEMENT	
PROPOSED EASEMENT	
BUILDING SETBACK	

ATWELL, LLC
10101 REUNION PLACE, SUITE 350
SAN ANTONIO, TEXAS 78216
210-861-0733
TBPLS FIRM NO. 10194153
JWILKIE@ATWELL-GROUP.COM

GRAPHIC SCALE
100 0 50 100 200
(IN FEET)
1 INCH = 100 FT.

Seda Consulting Engineers, Inc.
FIRM REGISTRATION NO: F-1601
6735 IH 10 W
SAN ANTONIO, TEXAS 78201
(210) 308-0057
FAX: (210) 308-8842
E-MAIL: SEDA@SATX.RR.COM
CIVIL • STRUCTURAL • ENVIRONMENTAL • PLANNER

DATE of PREPARATION 01/05/2018

SEDA JOB No. 1596

GENERAL NOTES:

1.) ALL CORNERS NOT MARKED ARE 1/2" IRON ROD SET.
2.) IMPACT FEES ARE DUE: WATER AND WASTEWATER IMPACT FEES WERE NOT PAID AT THE TIME OF PLATTING FOR THIS PLAT. ALL IMPACT FEES MUST BE PAID PRIOR TO WATER METER SET AND/OR WASTEWATER SERVICE CONNECTION.
3.) FLOOD NOTE: ACCORDING TO FEMA 1% ANNUAL CHANCE (100-YEAR) FLOOD PLAIN AS DEPICTED ON THE FEMA FLOOD INSURANCE RATE MAPS OF BEXAR COUNTY, TEXAS, MAP NO. 48029C0215G DATED SEPT. 29 2010, THIS PROPERTY LIES OUTSIDE THE 100-YR FLOODPLAIN.
4.) NO STRUCTURE, FENCES, WALLS OR OTHER OBSTRUCTIONS THAT IMPEDE DRAINAGE SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT.
5.) THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE, NAD 83.
6.) OWNER/DEVELOPER WILL COMPLY WITH CITY OF HELOTES, TX. CODE OF ORDINANCES CHAPTER 78 SUBDIVISIONS.
7.) CONCRETE DRIVEWAY APPROACHES AND EAVES OVERHANGS ARE ALLOWED WITHIN THE B.S.L AND G,E,T,CATV. EASEMENTS.
8.) MAINTENANCE NOTE: THE MAINTENANCE OF DRAINAGE EASEMENTS, ACCESS EASEMENTS, GREENBELTS, AND OPEN PERMEABLE PLACES SHOWN HEREON SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER OR HOMEOWNERS ASSOCIATION AND THEIR SUCCESSORS OR ASSIGNEES AND NOT THE RESPONSIBILITY OF THE CITY OF HELOTES OR BEXAR COUNTY.
9.) STATE PLANE COORDINATES DERIVED FROM STATIONS:
DF4371 TXAN SAN ANTONIO RRP2 CORS ARP
DG5765 TXJC JOHNSON CITY CORS ARP
DG5767 TXSM SAN MARCOS CORS ARP
COMBINED SCALE FACTOR 0.99983802
STATE PLANE COORDINATES ARE NAD 83 (NAVD88)
10.) LOT 912 IS VARIABLE WIDTH DRAINAGE EASEMENT.

RESIDENTIAL FIRE FLOW NOTE:

IN AN EFFORT TO MEET THE CITY OF HELOTES'S FIRE FLOW REQUIREMENTS FOR THE PROPOSED RESIDENTIAL DEVELOPMENT, THE PUBLIC WATER MAIN SYSTEM HAS BEEN DESIGNED FOR A MINIMUM FIRE FLOW DEMAND OF 1000 GPM AT 25 PSI RESIDUAL PRESSURE. THE FIRE FLOW REQUIREMENTS FOR INDIVIDUAL STRUCTURES WILL BE REVIEWED DURING THE BUILDING PERMIT PROCESS IN ACCORDANCE WITH THE PROCEDURES SET FORTH BY THE CITY OF HELOTES DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES AND THE CITY OF HELOTES FIRE DEPARTMENT FIRE MARSHAL.

EDU NOTE:

THE NUMBER OF EQUIVALENT DWELLING UNITS (EDU's) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY THE DEVELOPMENT SERVICES DEPARTMENT

S.A.W.S. NOTE:

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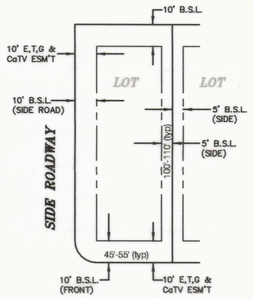
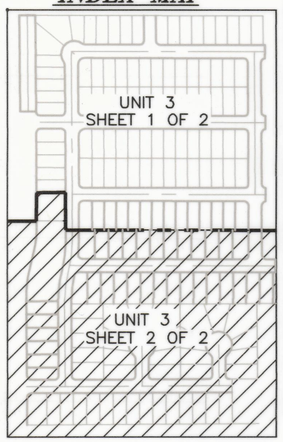


TYPICAL CORNER LOT LAYOUT
(w/ SETBACKS & EASEMENTS) nts

INDEX MAP



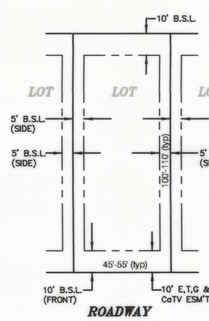
CURVE TABLE					
CURVE	LENGTH	RADIUS	CHRD BRG	CHORD	DELTA
C3	23.67	15.00	S21°08'27"E	21.29	90°24'30"
C4	23.46	15.00	N68°51'33"E	21.14	89°35'30"
C5	23.46	15.00	S68°51'33"W	21.14	89°35'30"
C6	23.67	15.00	S21°08'27"E	21.29	90°24'30"
C7	23.46	15.00	N68°51'33"E	21.14	89°35'30"
C8	23.67	15.00	N21°08'27"W	21.29	90°24'30"
C9	10.19	15.00	N85°48'25"W	10.00	38°55'26"
C10	146.83	50.00	S21°08'27"E	99.48	168°15'22"
C11	10.19	15.00	N43°31'30"E	10.00	38°55'26"
C12	39.45	25.00	S21°08'27"E	35.48	90°24'30"
C13	23.56	15.00	N20°56'13"W	21.21	90°00'00"
C14	23.56	15.00	N69°03'47"E	21.21	90°00'00"
C15	23.46	15.00	S68°51'33"W	21.14	89°35'30"
C16	23.67	15.00	S21°08'27"E	21.29	90°24'30"
C17	23.45	15.00	N68°51'31"E	21.14	89°35'34"
C18	23.67	15.00	N21°08'27"W	21.29	90°24'30"
C19	23.46	15.00	S68°51'33"W	21.14	89°35'30"
C20	23.67	15.00	S21°08'27"E	21.29	90°24'30"
C21	23.46	15.00	N68°51'33"E	21.14	89°35'30"
C22	23.67	15.00	S21°08'27"E	21.29	90°24'30"
C23	23.46	15.00	S68°51'33"W	21.14	89°35'30"
C24	23.67	15.00	N21°08'27"W	21.29	90°24'30"
C25	23.46	15.00	N68°51'33"E	21.14	89°35'30"
C26	23.67	15.00	S21°08'27"E	21.29	90°24'30"

TREE PRESERVATION NOTE:

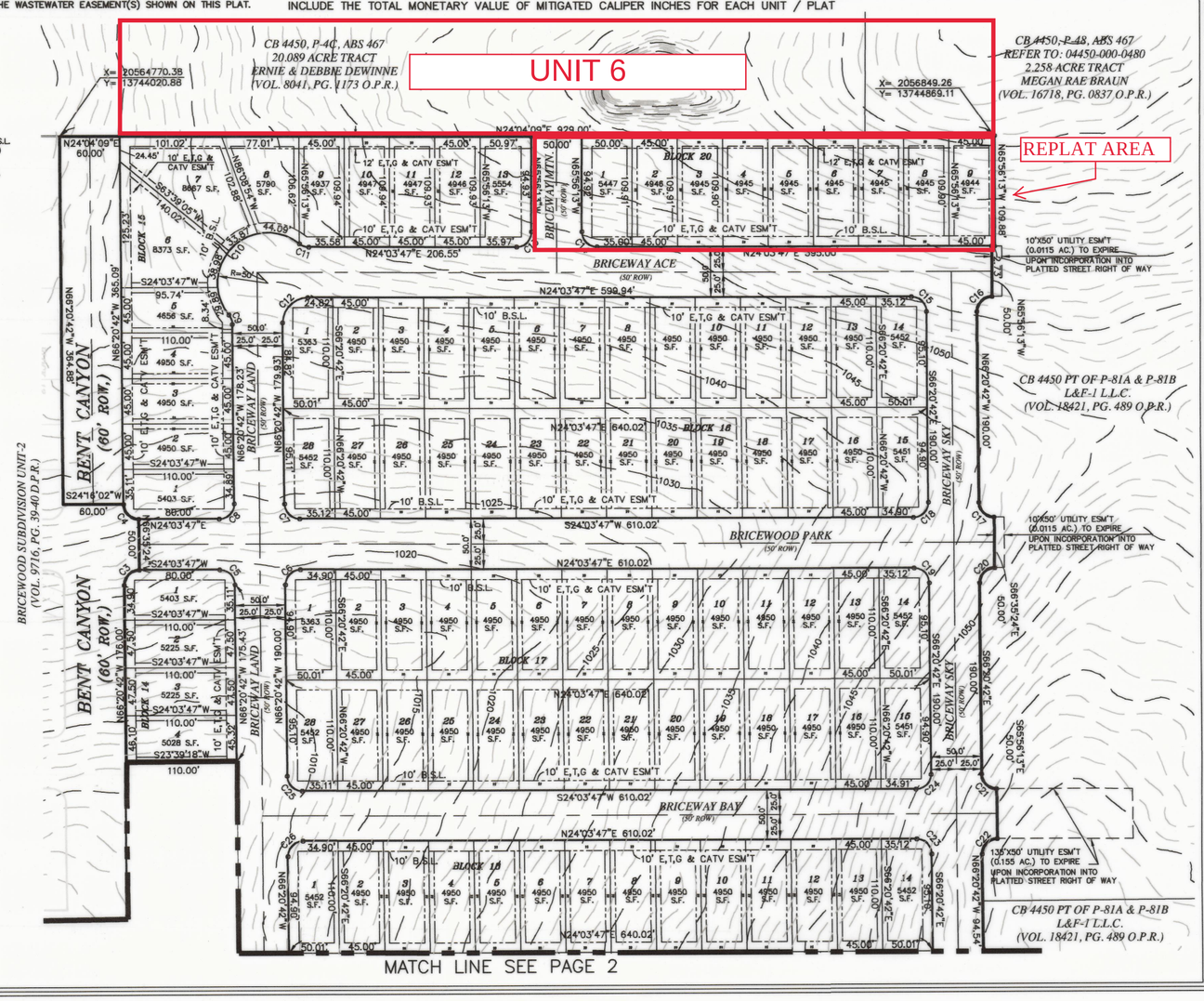
BRICEWOOD SUBDIVISION'S, UNITS 3 & 4, TREE PRESERVATION AND REMOVAL PERMIT IS APPROVED. COLLECTIVELY, THE DEVELOPER IS REQUIRED TO PRESERVE OR PLANT (MITIGATE) 6330 CALIPER INCHES OF TREES WITHIN SAID UNITS. THE DEVELOPER WILL PRESERVE 2,678 CALIPER INCHES OF TREES, AND IT WILL PLANT (MITIGATE) 3,096 CALIPER INCHES OF TREES THROUGHOUT SAID UNITS, TOTALING -(556) CALIPER INCHES MORE THAN REQUIRED BY CODE. ASSUMING COMPLIANCE WITH THE REQUIRED PRESERVATION / PLANTING, $83,400. MONETARY MITIGATION IS REQUIRED. A DETAILED PLANTING PLAN OF THE 3,096 CALIPER INCHES OF TREES FOR EACH UNIT SHALL BE PROVIDED TO THE CITY ARBORIST, AND A PERFORMANCE BOND, REQUIRED TO BE SUBMITTED TO THE CITY FOR EACH UNIT / PLAT, SHALL INCLUDE THE TOTAL MONETARY VALUE OF MITIGATED CALIPER INCHES FOR EACH UNIT / PLAT

CPS/SAWS/COSA/UTILITY NOTE:

1.) THE CITY OF SAN ANTONIO AS PART OF ITS ELECTRIC, GAS, WATER, AND WASTEWATER SYSTEMS-CITY PUBLIC SERVICE BOARD (CPS ENERGY) AND SAN ANTONIO WATER SYSTEM (SAWS) – IS HEREBY DEDICATED EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT", "ANCHOR EASEMENT","SERVICE EASEMENT", "OVERHANG EASEMENT", "UTILITY EASEMENT", "GAS EASEMENT", "TRANSFORMER EASEMENT", "WATER EASEMENT", "SANITARY SEWER EASEMENT" AND/OR "RECYCLED WATER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING UTILITY INFRASTRUCTURE AND SERVICE FACILITIES FOR THE REASONS DESCRIBED ABOVE. CPS ENERGY AND SAWS SHALL ALSO HAVE THE RIGHT TO RELOCATE SAID INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT AND RIGHT-OF-WAY AREAS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE OF ACCESSING SUCH INFRASTRUCTURE AND SERVICE FACILITIES AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEROF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF WATER, SEWER, GAS, AND/OR ELECTRIC INFRASTRUCTURE AND SERVICE FACILITIES. NO BUILDINGS, STRUCTURES, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY.
2.) ANY CPS ENERGY OR SAWS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS ENERGY OR SAWS INFRASTRUCTURE AND SERVICE FACILITIES, LOCATED WITHIN SAID EASEMENT, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.
3.) THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE TV EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.
4.) CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) AND TEN (10) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY UNDERGROUND ELECTRICT AND GAS FACILITIES.
5.) ROOF OVERHANGS ARE ALLOWED WITHIN FIVE (5) AND TEN (10) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC AND GAS FIOLITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) AND TEN (10) FOOT WIDE EASEMENTS.



TYPICAL LOT LAYOUT
(w/ SETBACKS & EASEMENTS) nts



MATCH LINE SEE PAGE 2

STATE OF TEXAS
COUNTY OF BEXAR

THE OWNER OF LAND SHOWN ON THIS PLAT, AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE CITY OF HELOTES, TEXAS, FOR THE USE OF THE PUBLIC FOREVER ALL STREETS (OTHER THAN PRIVATE STREETS), ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND THE WATER AND SEWER LINES IN ALL OF THE AFORESAID PUBLIC PLACES THERE ON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER

DULY AUTHORIZED AGENT

OWNER / DEVELOPER ADDRESS:
L&F-1 L.L.C.
PO Box 5310
San Antonio, Tx. 78201
PH: (210) 559-1888

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED Fred Shaulder KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21st DAY OF MAY 2019

NOTARY PUBLIC
BEXAR COUNTY, TEXAS

SALAH E DIAB
Notary ID #2206712
My Commission Expires
December 2, 2021

CERTIFICATION BY CITY ENGINEER:

THE CITY ENGINEER OF THE CITY OF HELOTES HEREBY CERTIFIES THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH HIS APPROVAL IS REQUIRED.

CITY OF HELOTES ENGINEER

APPROVAL OF PLANNING AND ZONING COMMISSION:

THIS PLAT OF Bricewood Sub. Unit3 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF HELOTES, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED THIS 20 DAY OF August, A.D. 2019.

BY: _____
CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION

CITY OF HELOTES COUNTY OF BEXAR INCORPORATED 1981

APPROVAL OF CITY COUNCIL:

THIS PLAT OF Bricewood Sub. Unit3 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS, AND IS HEREBY APPROVED BY SUCH CITY COUNCIL.

DATED THIS 19 DAY OF August, A.D. 2019.

BY: _____
MAYOR

BY: _____
SECRETARY

CITY OF HELOTES COUNTY OF BEXAR INCORPORATED 1981

STATE OF TEXAS
COUNTY OF BEXAR

I _____ COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE

STATE OF TEXAS, COUNTY OF BEXAR
I, LUCY ADAME-CLARK, COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE AND DULY RECORDED IN THE PLAT RECORDS OF BEXAR COUNTY ON: 9/3/2019 10:44:57 AM
PLAT VOLUME: 20001 PAGE: 1364
AMOUNT: $82.00
IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE,
COUNTY CLERK, BEXAR COUNTY, TEXAS

BY: _____, DEPUTY

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

STATE OF TEXAS REGISTERED JERRY D. WILKIE JR. 4724 PROFESSIONAL LAND SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4724

SWORN TO AND SUBSCRIBED TO ME THIS 30th DAY OF MAY, A.D. 2019

NOTARY PUBLIC
BEXAR COUNTY, TEXAS

RIDA DAAU
ID #126901245
My Commission Expires
May 22, 2021

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT.

STATE OF TEXAS SALAH E. DIAB 55516 REGISTERED PROFESSIONAL ENGINEER

LICENSED PROFESSIONAL ENGINEER NO. 55516

SWORN TO AND SUBSCRIBED TO ME THIS 30th DAY OF MAY, A.D. 2019

NOTARY PUBLIC
BEXAR COUNTY, TEXAS

RIDA DAAU
ID #126901245
My Commission Expires
May 22, 2021

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER ETC.

DOC. NUMBER: 20190174617

CITY COUNCIL
AGENDA ITEM REQUEST FORM

MEETING DATE: April 8, 2021

AGENDA PLACEMENT:

- ☐ **PUBLIC HEARING**
- ☐ **RECOGNITION**
- ☐ **UNFINISHED BUSINESS**
- ☐ **CONSENT**
- ☒ **INDIVIDUAL**
- ☐ **CLOSED**

CAPTION:

Discussion of and action on a request by Maria Cordoneda for approval of a wall sign pursuant to Municipal Code of Ordinances Chapter 66 *Signs*, Section 66-51 *Commercial Signs: Projecting, Wall and Hanging, or In / On Windows,* subparagraph (b) *Wall Signs* for Farmers Insurance located at 13663 #2 Bandera Road, Helotes, Texas 78023, more particularly described as BCAD Prop. ID No. 242310. (Applicant)

BACKGROUND:

The subject property is located at 13663 Bandera Road, immediately South of Helotes Chiropractic. The tract of land is zoned B-3 General Business District and the proposed professional business office for Farmers Insurance is an allowed use.

The specifications for the wall sign are:

(1) Type: Wall Mount

(2) Size: Total wall sign size is 16 square feet, or 8'x2'. The building is 40 linear feet. (Code: a sign area of one square foot per linear foot of building is allowed).

(3) Height: The plan shows the wall sign located below the roofline and approximately 6 feet above the ground (Code: the top of the sign shall be below the lower roofline and at a height no greater than 20 feet above the ground immediately adjacent to the sign).

(4) Number: One wall sign is proposed (Code: one sign per street or pedestrian way which the building faces or abuts).

(5) Location: The plan shows the sign installed flat against the building wall and the sign will extend 6.5" from the wall. (Code: All wall signs shall be installed flat against the wall of a building and shall not extend from the wall more than 12 inches.)

(6) Design: Prefabricated sign box provided by Farmers Insurance. Brand colors of white, red, and blue.

(7) Lighting: Internally illuminated by fluorescent lighting. (Code: indirect, internally illuminated, or neon)

ATTACHMENTS:

Attachment A – Sign Permit Application

PREPARED BY: Celina Perez, City Secretary

DATE SUBMITTED: March 31, 2021

RECEIVED

FEB 10 2021

CITY OF HELOTES

Attachment A

City of Helotes
Development Services Department
P.O. Box 507
12951 Bandera Road
Helotes, TX 78023
Phone (210) 695-8027
Fax (210) 695-2133

SIGN PERMIT APPLICATION

CHAPTER 66,

City Administrative Procedures

Name of Applicant: Maria Cordoneda Date: 2-10-2021

Sign Location Address: 13663 Bandera Rd #2 Helotes, TX 78023

Legal Description: Lot #: _____ Block #: _____ CB/NCB #: 4525-P-9BABS172

Use of Building: Office

No. of Businesses: 1 Zoning: commercial

Name of Property Owner: Maria Cordoneda Insurance Agency Inc Phone #: 2145644888

Property Owner's Address: 13663 Bandera Rd #2 Helotes TX 78023

Name of Sign Contractor: Handyman Richard Villanueva

Contractor's License #: _____ Phone #: 210 314 4749

E-mail Address: Rventura 542 @gmail.com

Contractor's Business Address: _____

Type of Sign:
- ☐ Monument, Multi-Tenant
- ☑ Wall Mount
- ☐ Window
- ☐ Residential Entry
- ☐ Monument, Single Business
- ☐ Hanging
- ☐ Public/ Non-Profit Signage
- ☐ Traffic Control
- ☐ Projecting
- ☐ Miscellaneous Signage
- ☐ Other _____

Linear Feet of Building or Lease Space Frontage: Linear Feet

Sign Dimensions: 8" x 2" Square Footage: 16' Height: 2' Sign Colors: white, red, blue

Sign Text: Farmers Insurance Maria Cordoneda Agency

Non-Illuminated Sign: ☐ Illuminated Sign: ☑ Type of Lighting: Flourescent (internal)

Applicant must attach the following documents:

- Thirteen (13) sets of plans indicating sign size, color, type of material, and its parts; message size and style of lettering; type of lighting; method of attachment; associated landscaping.
- Thirteen (13) sets of color sketches, color photographs, or similar scaled presentation of the sign and building that shows how each would appear in relation to the other.
- Site plan showing location of proposed sign and copy of plat, if available, to determine easement locations.
- Written consent from the property owner.

Applicant's Signature: _____ Date: 2/10/21

Printed Name: Maria Cordoneda Phone #: 214 564 4888

Applicant's Address: 13663 Bandera Rd #2 Helotes TX 78023

Note: All exterior signage requires Planning & Zoning Commission and City Council approval prior to permitting and installation. The Commission meets on the 1st Tuesday of each month, and the deadline submittal date is 14 calendar days prior to the meeting date.

Attachment A

Property Identification #: 242310

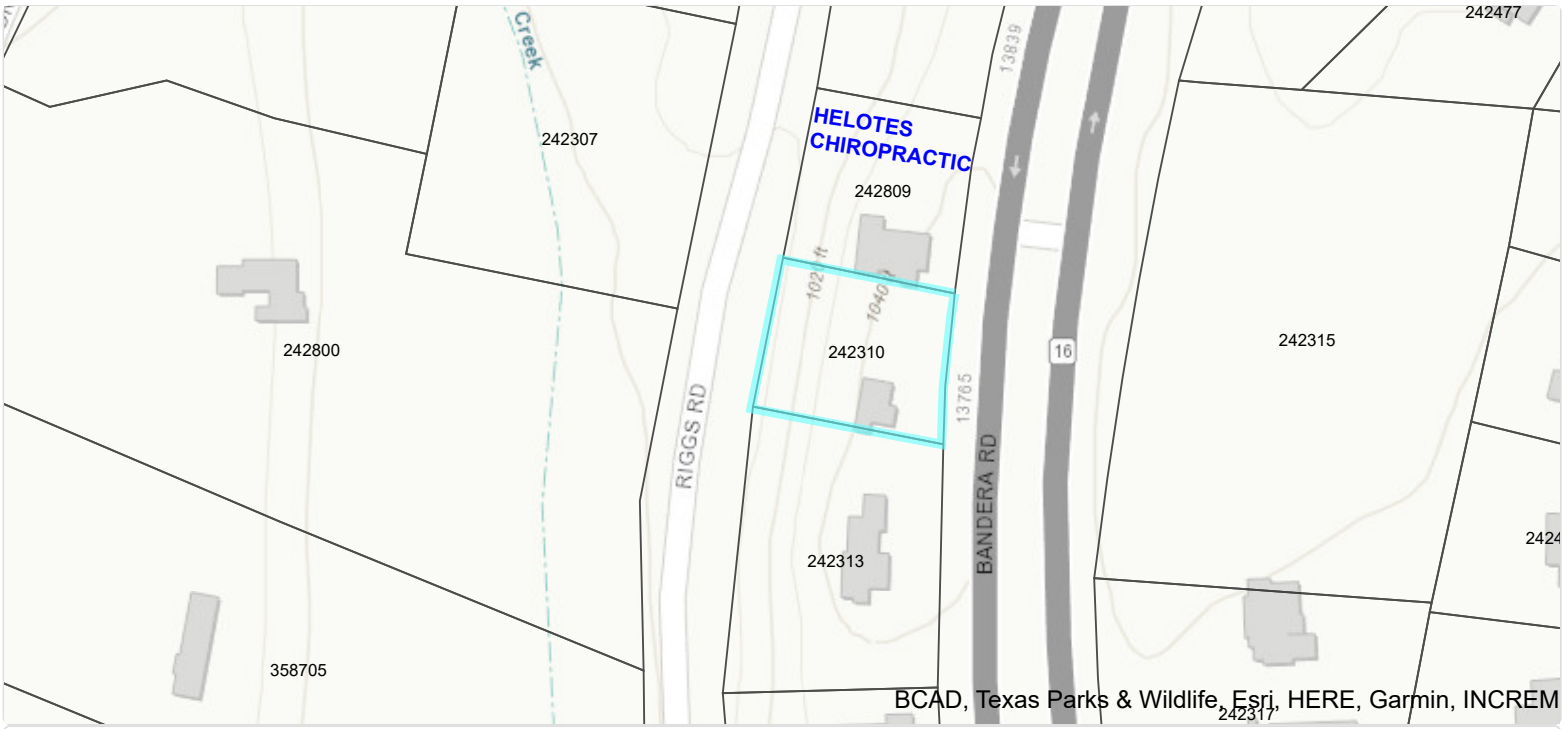
Geo ID:	04525-000-0092
Situs Address:	13663 BANDERA RD HELOTES, TX 78023
Property Type:	Real
State Code:	A1

Property Information: 2021

Legal Description:	CB 4525 P-9B ABS 172
Abstract:	A04525
Neighborhood:	SHERWOOD / HILLS / OAK CLIFF (NS)
Appraised Value:	N/A
Jurisdictions:	09, 42, 11, CAD, 10, 56, 08, 06

Owner Identification #: 3275136

Name:	MARIA CORDONEDA INSURANCE AGENCY INC
Exemptions:	
DBA:	Null



Bexar CAD Map Search

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Bexar County Appraisal District expressly disclaims any and all liability in connection herewith.

Attachment A

Attachment A

RECEIVED
FEB 26 2021
CITY OF HELOTES

CITY COUNCIL
AGENDA ITEM REQUEST FORM

MEETING DATE: April 8, 2021

AGENDA PLACEMENT:

- ☐ **PUBLIC HEARING**
- ☐ **RECOGNITION**
- ☐ **UNFINISHED BUSINESS**
- ☐ **CONSENT**
- ☒ **INDIVIDUAL**
- ☐ **CLOSED**

CAPTION:

Discussion of and action on a request by Colleen Miller for approval of wall signage pursuant to Municipal Code of Ordinances Chapter 98 *Zoning*, Section 98-72 *Old Town Helotes Special District*, Subparagraph (g)(6)(b)(2) *Commercial Signs – Projecting, Wall, Hanging, or In/On Windows*, for Helotes Creek Winery located at 14391 #2 Old Bandera Road, Helotes, Texas 78023, more particularly described as BCAD Prop. ID No. 1151554. (Applicant)

BACKGROUND:

Helotes Creek Winery was previously located at 14359 Old Bandera Road. The winery has relocated to 14391 #2 Old Bandera Road and now occupies the building that was the former storefront for Three Sisters Home. The applicant intends to relocate two (2) existing wall signs from the previous location to the new location.

The specifications for the two (2) wall signs are:

(1) Size: Wall Sign #1 – Exterior Pedestrian Way; towards Old Bandera Rd.: 16 s.f.
Wall Sign #2 – Interior Pedestrian Way; towards Riggs Rd.: 16 s.f.

(Code: A max sign area of 32 square feet is allowed, including sign face, framing and mounting hardware)

(2) Height: The photos show both wall signs located below the eave line and mounted in the same area as the former Three Sisters Homes wall signs. (Code: The top of the sign shall be below the eave line).

(3) Number: Two (2) wall signs are proposed. (Code: One sign per street or pedestrian way which the building faces or abuts)

(4) Location: The plan shows the sign installed flat against the building wall. (Code: All wall signs shall be installed flat against the wall of a building)

(5) Lighting: Both wall signs will be non-illuminated. (Code: Indirect, internally illuminated, or neon)

(6) Design: Code: Sign should suggest hand craftsmanship in the design and materials.

ATTACHMENTS:

Attachment A – Sign Permit Application

PREPARED BY: Celina Perez, City Secretary

DATE SUBMITTED: March 31, 2021

Attachment A

City of Helotes
Development Services
Department
P.O. Box 507
12951 Bandera Road
Helotes, TX 78023
Phone (210) 695.8877
Fax (210) 695.2123

RECEIVED
FEB 12 2021
CITY OF HELOTES

SIGN PERMIT APPLICATION

CHAPTER 66,
Sign Administrative Procedures

Name of Applicant: Colleen Miller Date: 02/12/2021

Sign Location Address: 14391-2 Old Bandera Road

Legal Description: Lot #: _____ Block #: _____ CB/NCB #: _____

Use of Building: Winery

No. of Businesses: 1 Zoning: wet/commercial

Name of Property Owner: Bluffs at Old Town Helotes Phone #: _____

Property Owner's Address: P.O. Box 1098 Helotes, TX 78023

Name of Sign Contractor: n/a

Contractor's License #: n/a Phone #: 210-240-8137

E-mail Address: Helotescreekwine@gmail.com

Contractor's Business Address: n/a

Type of Sign:
- ☐ Monument, Multi-Tenant
- ☐ Monument, Single Business
- ☐ Traffic Control
- ☐ Other _____
- ☑ Wall Mount
- ☐ Hanging
- ☐ Projecting
- ☐ Window
- ☐ Residential Entry
- ☐ Public/ Non-Profit Signage
- ☐ Miscellaneous Signage

Linear Feet of Building or Lease Space Frontage: 18'.03"

Sign Dimensions: 5'8"x 3'.14" Square Footage: 16 Height: 5'.08" Sign Colors: white/black

Sign Text: Helotes Creek Winery

Non-Illuminated Sign: ☑ Illuminated Sign: ☐ Type of Lighting: _____

Applicant must attach the following documents:

- Thirteen (13) sets of plans indicating sign size, color, type of material, and its parts; message size and style of lettering; type of lighting; method of attachment; associated landscaping.
- Thirteen (13) sets of color sketches, color photographs, or similar scaled presentation of the sign and building that shows how each would appear in relation to the other.
- Site plan showing location of proposed sign and copy of plat, if available, to determine easement locations.
- Written consent from the property owner.

Applicant's Signature: [signature] Date: 02/12/2021

Printed Name: Colleen Miller Phone #: 210-723-3588

Applicant's Address: 14391-2 Old Bandera Rd. Helotes, TX 78023

Note: All exterior signage requires Planning & Zoning Commission and City Council approval prior to permitting and installation. The Commission meets on the 1st Tuesday of each month, and the deadline submittal date is 14 calendar days prior to the meeting date.

Celina Perez

From: Ken Dempsey <ken@kendempsey.com>
Sent: Sunday, March 21, 2021 6:10 PM
To: Belenda Parker; ken@kendempsey.com
Subject: Sign Approval

I understand that Coleen Miller with Helotes Creek Winery is requesting a sign permit. I am the property owner and I do give permission for her to be given the sign permit.

Ken Dempsey
210/240-8137

Attachment A

Property Identification #: 1151554

Geo ID:	04524-001-0030
Situs Address:	14391 RIGGS RD HELOTES, TX 78023
Property Type:	Real
State Code:	F1

Property Information: 2021

Legal Description:	CB 4524H (BLUFFS AT OLD TOWN HELOTES), BLOCK 1 LOT 3
Abstract:	9617/181-3
Neighborhood:	NBHD code51310
Appraised Value:	N/A
Jurisdictions:	11, CAD, 08, 56, 10, 42, 09, 06

Owner Identification #: 2635130

Name:	BLUFF AT OLD TOWN HELOTES LLC
Exemptions:	
DBA:	MULTIPLE TENANTS

Bexar CAD Map Search

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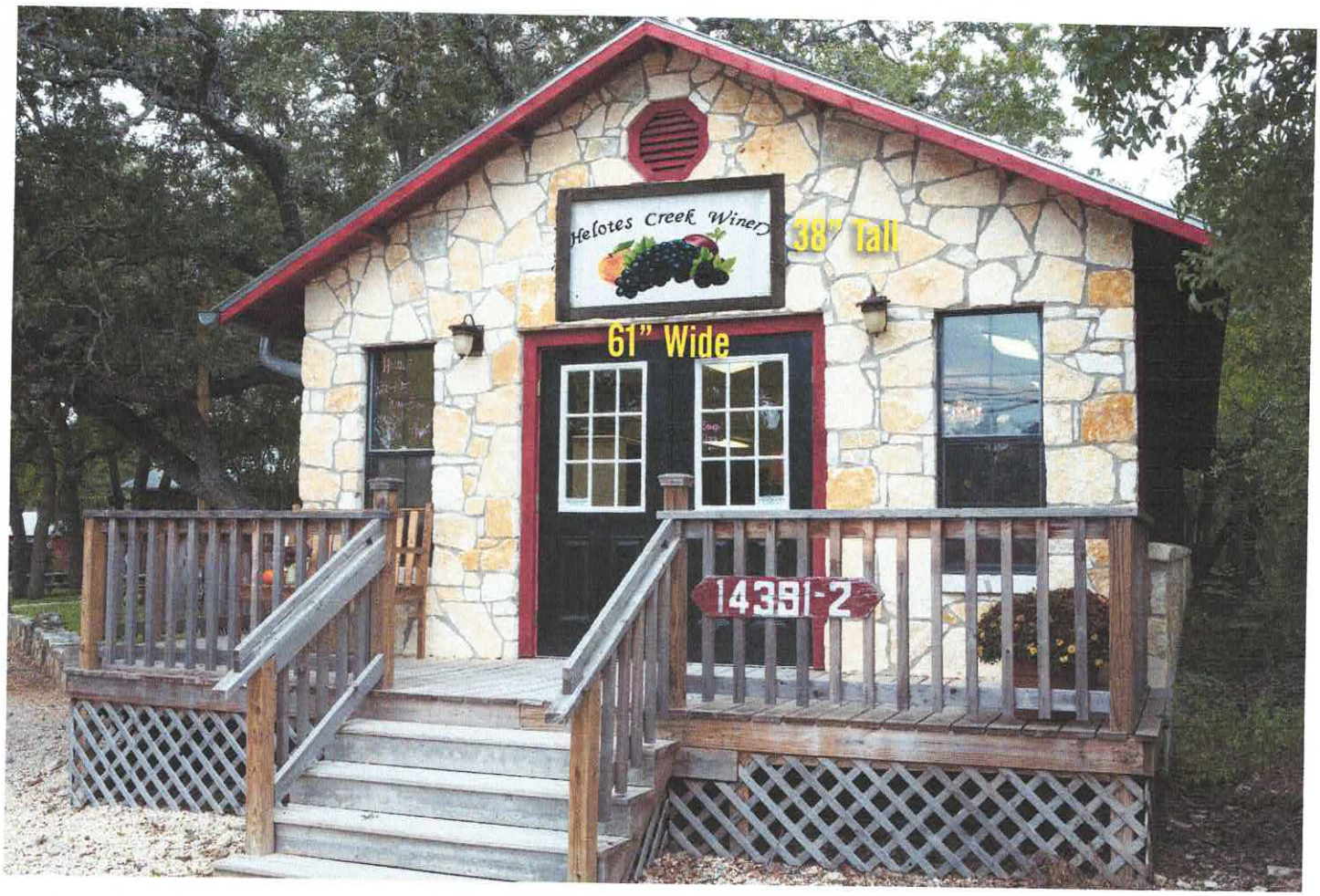
Attachment A



WALL SIGN #1
EXTERIOR PEDESTRIAN WAY
TOWARDS OLD BANDERA RD.

Attachment A

Google Maps

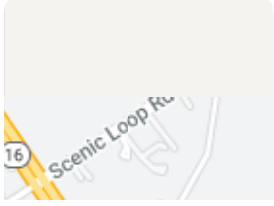
WALL SIGN #1
EXTERIOR PEDESTRIAN WAY
TOWARDS OLD BANDERA RD.

Image capture: Mar 2019 © 2021 Google

Helotes, Texas

Google

Street View



Attachment A

WALL SIGN #2
INTERIOR PEDESTRIAN WAY
TOWARDS RIGGS RD.

Attachment A

Google Maps

WALL SIGN #2
INTERIOR PEDESTRIAN WAY
TOWARDS RIGGS RD.

Image capture: Jan 2017 Images may be subject to copyright.

CITY COUNCIL
AGENDA ITEM REQUEST FORM

MEETING DATE: April 8, 2021

AGENDA PLACEMENT:

- ☐ **PUBLIC HEARING**
- ☐ **CEREMONIAL**
- ☐ **UNFINISHED BUSINESS**
- ☐ **CONSENT**
- ☒ **INDIVIDUAL**
- ☐ **CLOSED**

CAPTION:

Discussion of and action on an Ordinance of the City Council of the City of Helotes, Texas amending Municipal Code of Ordinances Chapter 86 *Traffic and Vehicles* by adding Article VIII *Recreational Vehicle*s for the purpose of establishing standards for the parking and storage of recreational vehicles and prohibiting the permanent or temporary habitation use of recreational vehicles. (Staff)

EXECUTIVE SUMMARY:

In the past year, Staff has observed an increase in residents using their personal recreation vehicle as a permanent or temporary habitation by listing them on such sites as Airbnb and Vrbo. Currently, there are no regulations within City Code to prohibit utilizing recreational vehicles as permanent or rental dwellings.

Adding Article VIII *Recreational Vehicles,* will allow the City to stop recreational vehicles from being used as permanent or temporary habitation. Additionally, the amendments will help with preventing illegal, illicit discharge into the City's Municipal Separate Storm Sewer System (Ms4) and with stopping any unpermitted utility work from being done.

In summary, the proposed amendments:

- Include defined terms;
- Establish parking and storage regulations; and
- Prohibit habitation of any RV that is parked or stored in an R-1 and R-TH zoning district.

ATTACHMENTS:

Attachment A – Ordinance

PREPARED BY: Marian V. Mendoza, City Administrator

DATE SUBMITTED: March 28, 2021

ORDINANCE NO. 21-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS AMENDING MUNICIPAL CODE OF ORDINANCES CHAPTER 86 *TRAFFIC AND VEHICLES,* BY ADDING ARTICLE VIII *RECREATIONAL VEHICLES* FOR THE PURPOSE OF ESTABLISHING STANDARDS FOR THE PARKING AND STORAGE OF RECREATIONAL VEHICLES AND PROHIBITING THE PERMANENT OR TEMPORARY HABITATION USE OF RECREATIONAL VEHICLES; AUTHORIZING THE CITY ADMINISTRATOR TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; REPEALING ANY OTHER CODE PROVISIONS, ORDINANCES, OR PARTS OF ORDINANCES, AND OTHER PROVISIONS IN CONFLICT HEREWITH; INCORPORATING RECITALS; AND ADOPTING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Helotes, Texas desires to amend Municipal Code of Ordinances Chapter 86 *Traffic and Vehicles* by adding Article VIII *Recreational Vehicles* in order to preserve, protect, and promote public health and safety.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS THAT:

SECTION ONE. AMENDMENT Municipal Code of Ordinance Chapter 86 *Traffic and Vehicles* is hereby amended by adding Article VIII *Recreational Vehicles* and shall read as follows:

"Chapter 86 *Traffic and Vehicles*
Article VIII *Recreational Vehicles*

Sec. 86.130. – Purpose.

Recreational vehicles may be parked or stored on private property in R-1 Single-family Residential District and R-TH Residential Townhome District. No recreational vehicles shall be permitted to be used for habitation. Recreational vehicle parks may be conditionally permitted by the Planning and Zoning Commission and City Council under the rules and regulations of Chapter 98.34 "Classification of new and unscheduled uses" of municipal code.

Sec. 86.131. – Definitions.

Habitation means to *use for living space* and shall include, but not be limited to, acts of sleeping, cooking, bathing, occupying as a dwelling, or any stay within the recreational vehicle not directly related to its driving or being towed. The following factors may constitute acts to be considered indicative of *habitation*:

(a) Evidence of a person entering and exiting the vehicle or trailer;

(b) Connection of the vehicle to sewer, water, and/or electrical systems;

(c) Use of a power generator; for more than eight (8) consecutive hours in a twenty-four (24) hour period.

(d) Accessory structures about the vehicle;

(e) Illumination of the interior of the vehicle;

(f) Window masking;

(g) Expanded bays or "pop-outs."

Recreational vehicle or *RV* means (1) built on a single chassis; (2) four hundred (400) square feet or less when measured at the largest horizontal projection; (3) designed to be self-propelled or permanently towable by a light duty truck; and (4) designed not primarily for use as a permanent dwelling but as temporary living quarters for recreational camping, travel or seasonal use. The basic types of RV entities are: camping trailer, fifth wheel trailer, motor home, park trailer, travel trailer, truck camper, and tiny house trailer which are individually defined as follows:

(a) *Camping trailer* is a vehicular portable unit mounted on wheels and constructed with collapsible partial side walls that fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping or travel use, and of gross trailer area not to exceed four hundred (400) square feet.

(b) *Fifth wheel trailer* is a vehicular unit, mounted on wheels, designed to provide temporary living quarters for recreational, camping or travel use, of such size or weight as not to require special highway movement permit(s), of gross trailer area not to exceed four hundred (400) square feet in the set-up mode, designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axle.

(c) *Motor home* is a vehicular unit designed to provide temporary living quarters for recreational, camping or travel use, built on or permanently attached to a self-propelled motor vehicle chassis or on a chassis cab or van that is an integral part of the completed vehicle and not to exceed four hundred (400) square feet.

(d) *Park trailer* is a recreational vehicle that meets the following criteria:

1. Built on a single chassis mounted on wheels;

2. Having a gross trailer area not exceeding four hundred (400) square feet in the set-up mode;

3. Certified by the manufacturer as complying with ANSI A119.5.

DRAFT

(e) *Travel trailer* is a vehicular unit, mounted on wheels, designed to provide temporary living quarters for recreational, camping or travel use, of such size or weight as not to require special highway movement permits when towed by a motorized vehicle, and of gross trailer area less than three hundred twenty (320) square feet.

(f) *Truck camper* is a portable unit constructed to provide temporary living quarters for recreational, travel or camping use, consisting of a roof, floor and sides, designed to be loaded onto and unloaded from the bed of a pickup truck.

(g) *Tiny house trailer* is a portable housing unit built on or permanently attached to a single chassis mounted on wheels or on a trailer and constructed to provide temporary living quarters for recreational, travel or seasonal use, consisting of a roof, floor, sides and not to exceed four hundred (400) square feet.

Construction trailer means a vehicle which is: (1) built on a single chassis; (2) 500 square feet or less when measured at the largest horizontal projection; (3) designed to be self-propelled or permanently towable; and (4) designed for use as a temporary office facility used to support management of a construction project, and not as a permanent structure.

Recreational vehicle park or *RV park* is a tourist facility for parking motor homes, travel trailers and other recreational vehicles on a temporary basis, generally less than 30 calendar days.

Storage trailer and van means a wheeled van or container unit not manufactured as a motorized vehicle or intended for long-term or short-term occupancy, but designed and manufactured for the primary purpose of storage and/or transporting commodities and goods.

Used or *occupied* see definition of *habitation.*

Vacation usage means occupancy that does not exceed a consecutive seventy-two (72) hour period within a seven (7) day week. The property owner shall apply for a vacation use permit which may be granted upon approval by the permitting official. No more than three (3) vacation use permits may be issued in a calendar year.

Sec. 86.132. - Storage of RVs.

(a) *Street parking*. No RV shall be parked or stored for more than twenty-four (24) consecutive hours within any seven (7) day period on any public property or right-of-way within the municipal corporate boundaries.

(b) *Storage on residential property*. RVs parked in a driveway or immediately adjacent to and parallel to the driveway may not encroach into the right-of-way such that any part of the RV extends over any sidewalk, curb, or public travel way.

(c) *Multiple RVs stored on property.* Property owners may have no more than one RV stored on their property unless the following criteria are met:

1. A minimum of 1250 square feet per RV is provided;

2. The RV is setback from all property lines by five feet (5'-0");

3. Off-street parking requirements are met.

4. Hidden from public view by fence or vegetation.

Sec. 86.133. – Habitation.

(a) Habitation of any parked or stored RV shall be prohibited, with the following exceptions:

1. When the RV is situated in an approved RV or trailer park;

2. Vacation usage as defined in Section 86.131;

Sec. 86.134. - Construction trailer.

A construction trailer may be used for not more than nine (9) months during construction of a permanent dwelling on the same property. Before a construction trailer will be permitted in such an instance, the owner of the property shall secure a permit for the construction trailer from the city administrator or designee. Such permit shall be granted upon the receipt of a signed statement by the applicant that a permanent dwelling will be constructed within nine (9) months thereafter. Only one (1) construction trailer shall be permitted on any parcel of land during the construction or repair of a permanent dwelling. Expiration of the construction trailer permit shall coincide with the expiration date of the residential building permit.

Sec. 86.135. – Utilities.

Legally parked or stored RVs may be connected to an approved source of electricity in conformance with the adopted building and safety codes referenced under Section 86.136 Compliance with other laws and regulations. Except for legally established RV parks, direct water and sewer connections cannot be made to hook up to any RV unless permitted by an approved conditional use permit. Additionally, propane tanks must be shut off and disengaged from the RV when stored. Vacation usage, as defined in Section 86.131, shall not be construed to allow temporary servicing of the RV with water or sewer connections. No generator may be used in any RV in the municipality unless it is for temporary servicing or during a lapse of electrical power in the area in which the RV is located. No gray or black water shall be disposed of on any property.

Sec. 86.136. - RV maintenance.

It is unlawful and a public nuisance to park, store, or leave standing in public view, upon any public or private property, any RV that is wrecked, dismantled, unregistered, inoperative or otherwise unsightly. Any RV shall be deemed unsightly when body parts rust or become corroded, paint becomes faded, chipped, or peeled, or the RV exterior becomes otherwise dilapidated.

DRAFT

Sec. 86.137. - Compliance with other laws and regulations.

It is the intent of this chapter to supplement any state and local regulations which may be applicable. Standards adopted in Chapter 18 *Building and Building Regulations* apply to the regulation of RVs, except for International Building Code and International Residential Code.

Sec. 86.138. – Fees.

The city may by resolution establish fees to be paid by applicants for any type of inspection, permit, approval or other municipal processing under this chapter.

Sec. 86.139. – Enforcement.

This chapter shall be enforced by the city administrator or designee.

Sec. 86.140. – Penalty.

Except where otherwise specifically stated, violations of provisions of this chapter shall be noncriminal infractions, subject to a penalty of one hundred dollars ($100.00). Each day of continuing noncompliance, following the municipality's issuance of a notice of noncompliance, shall be a separate violation.**"**

SECTION TWO. AUTHORIZATION. The City Council of the City of Helotes authorizes the City Administrator to take all necessary steps to implement the provisions of this Ordinance.

SECTION THREE. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared void.

SECTION FOUR. REPEALER. All other Code provisions, ordinances or parts of ordinances, and other provisions in conflict herewith are repealed to the extent of said conflict.

SECTION FIVE. FINDINGS. The City Council finds all of the above recitals to be true and correct and incorporates the same in this Ordinance as findings of fact.

SECTION SIX. EFFECTIVE DATE. This Ordinance shall be effective immediately following its publication in the local newspaper. Thereafter, the rules contained herein will apply within the City of Helotes.

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PASSED AND APPROVED this 8th day of April, 2021.

CITY OF HELOTES, TEXAS:

_____
Thomas A. Schoolcraft, Mayor

ATTEST:

_____
Celina Perez, City Secretary

Published: April _____, 2021 and April _____, 2021 San Antonio Express News

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CITY COUNCIL
AGENDA ITEM REQUEST FORM

MEETING DATE: April 8, 2021

AGENDA PLACEMENT:

- ☐ **PUBLIC HEARING**
- ☐ **CEREMONIAL**
- ☐ **UNFINISHED BUSINESS**
- ☐ **CONSENT**
- ☒ **INDIVIDUAL**
- ☐ **CLOSED**

CAPTION:

Discussion of and action on an Ordinance of the City Council of the City of Helotes, Texas amending Municipal Code of Ordinances Chapter 74 *Parks, Streets, Sidewalks and other Public Places* by revising Article III *Right-of-Way Management Regulations,* Division 2 *Technical Specifications,* Section 74-114 *Attachments to Poles* and by adding Article IV *Right of Way Management Regulations for Wireless Network Providers* to establish regulations on the physical use, occupancy, and maintenance of city rights-of-way by Wireless Network Providers. (Staff)

EXECUTIVE SUMMARY:

In 2017, the State of Texas adopted Chapter 284 of the Local Government Code, which prescribes how cities may regulate Wireless Network Providers within their jurisdiction.

The proposed ordinance and policies were recommended by the City Attorney and the Texas Municipal League (TML) in order to help regulate these providers. Without these policies and regulations in place, these providers would be allowed to operate in the public right-of-way with little to no local oversite. This ordinance will not prohibit these providers from operating and installing equipment within the city, but will establish certain standards for permitting, review of applications, and fees.

This ordinance and subsequent policy create the process for permitting, appeals, prohibition of attachments next to residential properties, municipal parks, and historic districts, and assigns fees per type of permit. These fees are established by the State and cannot be changed by the local governments.

Highlights of Major Regulation Below:

Section 16-202 "Definitions" – New technology better defined

Historic district means an area that is zoned or otherwise designated as a historic district under Municipal, State, or Federal law. The term "historic district" includes the Old Town Helotes Special District.

Micro network node means a Network Node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Municipal park means an area that is zoned or otherwise designated by the City as a public park for the purpose of recreational activity.

Network node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

(i) equipment associated with wireless communications;

(ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and

(iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

(i) an electric generator;

(ii) a pole; or

(iii) a macro tower

Network provider means:

(A) a wireless service provider; or

(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

(i) Network Nodes; or

(ii) Node Support Poles or any other structure that supports or is capable of supporting a network node.

Node support pole means a pole installed by a network provider for the primary purpose of supporting a Network Node.

Fees & Compensation –
Sec. 16-210 APPLICABLE FEES AND RENTAL RATES TO THE CITY - Prescribed fees & revenue we can collect.

(B) ***Network Nodes:***

(1) ***Application Fee***: $500.00 for up to five (5) Network Node and $250 for each additional node

(2) ***Annual Public Right-of-Way Rate Fee***: $250.00 per Network Node installed in the City public rights-of-way.

(3) ***Public Right-of-Way Rate Adjustment***: City may adjust the amount of the annual public right-of-way rate not more than annually by an amount equal to one-half the annual change, if any, in the Consumer Price Index (CPI).

(C) ***Node Support Poles***:

(1) The application fee for each Network Support Pole shall be $1000.00.

(D) ***Transfer Facilities***:

(1) The application fee for each Transfer Facility shall be $100.00.

(2) rental rate shall be $28.00 monthly for each Network Node site located in a public right-of-way.

(E) ***Micro Network Nodes***:

(1) No application fee is required for a Micro Network Node if the installation is attached on lines between poles or node support poles.

(F) ***Collocation of Network Nodes on Service Poles***

(1) Network Nodes on City service poles shall be at a rate of $20.00 per year per service pole.

(G) ***City-Owned Municipal Utility Poles***:

(1) A network provider shall pay an annual fee of $20.00 per service pole, plus, an annual pole attachment rate for the collocation of a Network Node supported by or installed on a City-owned utility pole based upon the pole attachment rate consistent with Section 54.024 of the Texas Utilities Code, applied on a per-foot basis.

(H) The City shall not seek or accept in-kind services in lieu of or as additional payment or consideration from any user of the public rights-of-way for use of the public rights-of-way.

FISCAL IMPACT:

No specific fiscal impact from this Ordinance has been calculated.

ATTACHMENTS:

Attachment A – Ordinance
Attachment B – Design Manual
Attachment C – Pole Attachment Agreement
Attachment D – Collocation License Agreement

PREPARED BY: Marian V. Mendoza, City Administrator

DATE SUBMITTED: March 30, 2021

ORDINANCE NO. 21-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS AMENDING MUNICIPAL CODE OF ORDINANCES CHAPTER 74 *PARKS, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES* BY REVISING ARTICLE III *RIGHT-OF-WAY MANAGEMENT REGULATIONS*, DIVISION 2 *TECHNICAL SPECIFICATIONS*, SECTION 74-114 *ATTACHMENTS TO POLES* AND BY ADDING ARTICLE IV *RIGHT OF WAY MANAGEMENT REGULATIONS FOR WIRELESS NETWORK PROVIDERS* TO ESTABLISH REGULATIONS ON THE PHYSICAL USE, OCCUPANCY, AND MAINTENANCE OF CITY RIGHTS-OF-WAY BY WIRELESS NETWORK PROVIDERS; DESCRIBING THE PURPOSE; PROVIDING DEFINITIONS; REQUIRING COMPLIANCE WITH THE CITY DESIGN MANUAL AND APPLICABLE CODES FOR THE INSTALLATION OF NETWORK NODES AND NODE SUPPORT POLES PURSUANT TO CHAPTER 284 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING CITY PROCEDURES FOR APPLICATIONS FOR PERMITS; ESTABLISHING TIME PERIODS FOR APPROVAL OF PERMIT APPLICATIONS; PROVIDING APPLICATION FEES AND ANNUAL PUBLIC RIGHT-OF-WAY RENTAL RATES; PROVIDING RESTRICTIONS ON PLACEMENT OF NETWORK NODES AND NODE SUPPORT POLES IN MUNICIPAL PARKS, RESIDENTIAL AREAS, AND HISTORICAL DISTRICTS; PROVIDING INDEMNITY FOR THE CITY; ADOPTING A DESIGN MANUAL FOR THE INSTALLATION OF NETWORK NODES AND NODE SUPPORT POLES; APPROVING A POLE ATTACHMENT AGREEMENT; APPROVING A SERVICE POLE COLLOCATION ATTACHMENT LICENSE AGREEMENT; PROVIDING REPEALING AND SAVINGS CLAUSES; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Helotes, Texas ("City") recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities; and

WHEREAS, Chapter 284 of the Texas Local Government Code ("the Code") allows certain wireless network providers to install in the City's public rights-of-way their wireless facilities, described and defined in Section 284.002 of the Code as "Micro Network Nodes", "Network Nodes", and "Node Support Poles;" and

WHEREAS, as expressly allowed by Section 284.108 of the Code and pursuant to its police power authority reserved in Sec. 284.301 of the Code, the City has enacted a *Design Manual for the Installation of Network Nodes and Node Support Poles* ("the Design Manual") in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless telecommunications network providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment; and

WHEREAS, the City Council desires to regulate the installation of Network Nodes and Network Support Poles pursuant to Chapter 284 of the Code in a way that is fair, reasonable and nondiscriminatory.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS THAT:

SECTION ONE. AMENDMENT. Municipal Code of Ordinances Chapter 74 *Parks, Streets, Sidewalks and Other Public Places* is hereby amended and shall read as follows:

"**Chapter 74** ***Parks, Streets, Sidewalks and Other Public Places***

ARTICLE III. - RIGHT-OF-WAY MANAGEMENT REGULATIONS

DIVISION 2 TECHNICAL SPECIFICATIONS

SEC. 74-114. ATTACHMENTS TO POLES

(a) Nothing shall obligate or restrict a ROW user from exercising its rights to enter into pole attachment, pole usage, joint ownership or other wire space or facilities agreements with light and/or power companies or with other wire-using companies authorized to operate within the city.

(b) A ROW user shall utilize existing poles, conduits, and other facilities whenever reasonably and/or economically possible. Prior to the utilization of any right-of-way for the placement of any of its facilities, the ROW user shall make available to the administrator any utility pole usage agreement with each utility within the city currently owning poles, conduits, and other facilities, whose poles, conduits and facilities are to be used.

(c) For specifications on network nodes and node support poles, reference Article IV Right-of-Way Management Regulations for Wireless Network Providers of this Chapter.

ARTICLE IV. - RIGHT-OF-WAY MANAGEMENT REGULATIONS FOR WIRELESS NETWORK PROVIDERS

SEC. 74-400. – FINDINGS AND PURPOSE; SHORT TITLE

The purpose of this Article is to:

(a) Assist the City in the competitively neutral and nondiscriminatory management of the physical use, occupancy and maintenance of its public rights-of-way by wireless network providers;

(b) Secure fair and reasonable compensation for the physical use and occupancy of the public rights-of-way by wireless network providers in a nondiscriminatory and competitively neutral manner; and

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(c) Assist the City in protecting the public health, safety, and welfare.

SEC. 74-401. - GOVERNING LAW.

This Article shall be construed in accordance with Chapter 284 of the Texas Local Government Code ("the Code") to the extent not in conflict with the Constitution and laws of the United States or of the State of Texas.

SEC. 74-402. - DEFINITIONS.

For the purpose of this Article, the definitions found in the City *Design Manual for the Installation of Network Nodes and Node Support Poles* ("the Design Manual") are hereby incorporated into this Article and shall apply unless the context clearly indicates or requires a different meaning. The following definitions as found in the Design Manual are specifically applicable to this Article:

Applicable codes means:

(A) the City uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and

(B) local amendments to those codes to the extent not inconsistent with Chapter 284.

City means the City of Helotes, Texas or its lawful successor.

City Council means the municipal governing body of the City of Helotes, Texas.

City Administrator means the City Administrator of the City of Helotes, Texas, or designee.

Chapter 284 means Texas Local Government Code, Chapter 284.

Code means the Texas Local Government Code.

Collocate and c*ollocation* mean the installation, mounting, maintenance, modification, operation, or replacement of Network Nodes in a public right-of-way on or adjacent to a pole.

Day means calendar day.

Decorative pole means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory City codes and ordinances.

Easement means and shall include any public easement or other compatible use created by dedication, or by other means, to the City for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

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Federal Communications Commission or FCC means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

Highway right-of-way means right-of-way adjacent to a state or federal highway.

Historic district means an area that is zoned or otherwise designated as a historic district under Municipal, State, or Federal law. The term "historic district" includes the Old Town Helotes Special District.

Law means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

Local means within the geographical boundaries of the City.

Location means the City-approved and lawfully permitted location for the Network Node.

Mayor means the mayor of the City of Helotes, Texas, or designee.

Micro network node means a Network Node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Municipal park means an area that is zoned or otherwise designated by the City as a public park for the purpose of recreational activity.

Network node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

(i) equipment associated with wireless communications;

(ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and

(iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

(i) an electric generator;

(ii) a pole; or

(iii) a macro tower

Network provider means:

(A) a wireless service provider; or

(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

(i) Network Nodes; or

(ii) Node Support Poles or any other structure that supports or is capable of supporting a network node.

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Node support pole means a pole installed by a network provider for the primary purpose of supporting a Network Node.

Permit means a written authorization for the use of the public right-of-way or collocation on a service pole required from the City before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

Pole means a service pole, City-owned utility pole, node support pole, or utility pole.

Private easement means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

Provider has the same meaning as "Network Provider."

Public right-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the City has an interest. The term does not include:

(A) a private easement; or
(B) the airwaves above a public right-of-way with regard to wireless telecommunications.

Routine maintenance means (i) work in the public right-of-way that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way; (ii) replacing or upgrading an existing Network Node pole with a node, or a pole that is substantially similar in size or smaller and that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way; or (iii) the installation, placement, maintenance, operation, or replacement of Micro Network Nodes that are strung on cables between existing poles or Node Support Poles in the public right-of-way.

Service pole means a pole, other than a City-owned utility pole, owned or operated by the City and located in a public right-of-way, including:

(A) a pole that supports traffic control functions;
(B) a structure for signage;
(C) a pole that supports lighting, other than a decorative pole; and
(D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

Street means only the paved portion of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A "Street" is generally part of, but smaller in width than the width of the entire right-of-way, while a right-of-way may include sidewalks and utility easements. A "Street" does not include the curb or the sidewalk, if either are present at the time of a permit application or if added later.
Technical grounds means, in light of prevailing industry and engineering standards, reasons for insufficiency of capacity, safety, reliability, and/or generally-acceptable engineering purposes, consistent with applicable law and City Code.

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Traffic Signal means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

Transport facility means each transmission path physically within a public right-of-way, extending with a physical line from a Network Node directly to the network, for the purpose of providing backhaul for network nodes.

User means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

Utility pole means a pole that provides:

(A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or
(B) services of a telecommunications provider, as defined by Chapter 284, Section 51.002, Utilities Code.

Wireless service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a Network Node.

Wireless service provider means a person that provides wireless service to the public.

Wireless facilities mean "Micro Network Nodes," "Network Nodes," and "Node Support Poles" as defined in Texas Local Government Code, Chapter 284.

SEC. 74-403 - USE AND OCCUPANCY OF PUBLIC RIGHTS-OF-WAY.

Pursuant to this Article and subject to the Design Manual and the Code, a wireless network provider has the nonexclusive right to use and occupy the public rights-of-way in the City for the purpose of constructing, maintaining, and operating its facilities used in the provision of Wireless facilities. The terms of this Article shall apply to all wireless network providers' facilities used, in whole or part, in the provision of wireless services throughout the City, including any annexed areas upon the effective date of annexation or the date the City provides the company written notice, whichever date occurs later.

SEC. 74-404 - COMPLIANCE WITH DESIGN MANUAL AND APPLICABLE CODES.

All wireless network providers shall comply with the terms of this right-of-way management ordinance, City applicable codes, and the terms and conditions of the City's Design Manual.

SEC. 74-405. - GENERAL CONSTRUCTION AND MAINTENANCE REQUIREMENTS.

A network provider shall construct and maintain Network Nodes and Network Support Poles described in the Code in a manner that does not:

(A) Obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;
(B) Obstruct the legal use of a public right-of-way by other utility providers;
(C) Violate nondiscriminatory applicable codes;

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(D) Violate or conflict with the City's publicly disclosed public right-of-way design specifications; or
(E) Violate the federal Americans with Disabilities Act of 1990 (ADA).

SEC. 74-406. - PERMIT APPLICATIONS.

(A) Except as otherwise provided in Chapter 284 of the Code, a network provider shall obtain a permit or permits from the City to install a Network Node, Node Support Pole, or Transport Facility in a City public right-of-way.

(B) As required by Chapter 284 of the Code, the City shall not require a network provider to perform services for the City for which the permit is sought.

(C) A network provider that wants to install or collocate multiple Network Nodes inside the municipal limits of the City is entitled to file a consolidated permit application with the City for not more than 30 Network Nodes and upon payment of the applicable fee(s), receive a permit or permits for the installation or collocation of those Network Nodes.

(D) The network provider shall provide the following information in its permit applications:
(1) Applicable construction and engineering drawings and information to confirm that the applicant will comply with the City's Design Manual and applicable codes;
(2) Any additional information reasonably related to the network provider's use of the public rights-of-way to ensure compliance with the Design Manual and this chapter;
(3) A certificate that the Network Node(s) complies with applicable regulations of the Federal Communications Commission; and certification that the proposed Network Node(s) will be placed into active commercial service by or for the network provider not later than the 60th day after the date of construction and final testing of each Network Node is completed.
(4) A certificate of insurance that provides that the Network Provider and its contractor has at least $1,000,000.00 in general liability coverage.

(E) **Exception:** As provided in Section 284.157 of the Code, a network provider is not required to apply, obtain a permit, or pay a rate to the City for:
(1) Routine maintenance that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way;
(2) Replacing or upgrading a Network Node or Network Pole with a node or pole that is substantially similar in size or smaller and that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way; or
(3) The installation, placement, maintenance, operation, or replacement of Micro Network Nodes that are strung on cables between existing poles or Node Support Poles in compliance with the National Electrical Safety Code;
(4) Notwithstanding Subdivision (D) above, the network provider or its contractors shall notify the City at least 24 hours in advance of work described in this Subdivision (D).

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SEC. 74-407. - INSTALLATION IN HISTORIC DISTRICTS, MUNICIPAL PARKS AND RESIDENTIAL AREAS

A network provider may not install a new Node Support Pole in a public right-of-way without the City Council's discretionary, nondiscriminatory and written consent if the public right-of way:

(1) Is in a historic district;
(2) Is in a municipal park; or
(3) Is adjacent to a street or thoroughfare that is:
    i. Not more than 50 feet wide; and
    ii. Adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.
(4) In addition to the above, a network provider installing a Network Node or Node Support Pole in a public right-of way shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.
(5) The network provider shall be further required to comply with guidelines set out in the City's Design Manual.

SEC. 74-408. - MUNICIPAL REVIEW PROCESS BY THE CTIY.

(A) **Determination of Application Completeness**: The City shall determine whether the permit application is complete and notify the applicant of that determination:

(1) *For Network Nodes and Node Support Poles*: no later than 30 days after the date the City receives the permit application.
(2) *For a Transport Facility:* no later than 10 days after the date the City receives the permit application.

(B) **Approval or Denial of Application:** The City shall approve or deny a completed application after the date it is submitted to the City:

(1) *For Network Nodes:* No later than 60 days after the date the City receives the complete application.
(2) Fo*r Network Support Poles:* No later than 150 days after the date the City receives the complete application.
(3) *For Transport Facilities:* No later than 21 days after the City receives the complete application.

(C) **Basis for Denial of Application:** If an application is denied by the City, it shall document the basis for the denial, including the specific applicable City code provisions or other City rules, regulations, or other law on which the denial is based. The documentation for the denial must be sent by electronic mail to the applicant on or before the date that the City denies the application.

(D) **Resubmission of Denied Application**: The applicant may cure the deficiencies identified in the denial application.

(1) The applicant has 30 days from the date the City denies the completed application to cure the deficiencies identified in the denial documentation without paying an additional application fee, other than any fee for actual costs incurred by the City.

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(2) The City shall approve or deny the revised completed application after a denial not later than the 90th day after the City receives the revised completed application. The City's review shall be limited to the deficiencies cited in the denial documentation.

(E) **Nondiscriminatory Review**: Each completed application shall be processed by the City on a nondiscriminatory basis.

SEC. 74-409. - TIME OF INSTALLATION.

A network provider shall begin installation for which a permit is granted not later than six months after final approval of the application and shall diligently pursue installation to completion. The City Manager may in his/her sole discretion grant reasonable extensions of time as requested by the network provider.

SEC. 74-410. - APPLICABLE FEES AND RENTAL RATES TO THE CITY.

(A) As compensation for the network provider's use and occupancy of the City public rights-of-way, the network provider shall pay application fees and annual public right-of-way rental rates as set forth below, which shall be in lieu of any lawful tax, license, charge, right-of-way permit, use, construction, street cut or inspection fee; or other right-of-way related charge or fee, whether charged to the network provider or its contractor(s) within the City, except the usual general ad valorem taxes, special assessments and sales tax levied in accordance with state law and equally applicable to all general businesses in the City.

(B) **Network Nodes:**

(1) **Application Fee**: The application fee shall be $500.00 for each up to five (5) Network Nodes and $250.00 for each additional node.

(2) **Annual Public Right-of-Way Rate Fee**: The annual public right-of-way rate shall be $250.00 per Network Node installed in the City public rights-of-way.

(3) **Public Right-of-Way Rate Adjustment**: As provided in Section 284.054 of the Code, the City may adjust the amount of the annual public right-of-way rate fee not more than annually by an amount equal to one-half the annual change, if any, in the Consumer Price Index (CPI). The City shall provide written notice to each Network Provider of the new rate, and the rate shall apply to the first payment due to the City on or after the 60th calendar day following the written notice.

(C) **Node Support Poles**:

(1) The application fee for each Network Support Pole shall be $1000.00.

(D) **Transfer Facilities**:

(1) The application fee for each Transfer Facility shall be $100.00.

(2) The annual Transfer Facility rental rate shall be $28.00 monthly for each Network Node site located in a public right-of-way. However, no rate is required if the network provider is already paying the City an amount equal to or greater than the

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amount of other City right-of-way fees for access lines under Chapter 283 of the Code or cable franchise fees under Chapter 66 of the Texas Utility Code.

(E) **Micro Network Nodes**:

(1) No application fee is required for a Micro Network Node if the installation is attached on lines between poles or node support poles.

(F) **Collocation of Network Nodes on Service Poles**

(1) Subject to the City's Pole Service Agreement, the collocation of Network Nodes on City service poles shall be at a rate of $20.00 per year per service pole.

(G) **City-Owned Municipal Utility Poles**:

(1) A network provider shall pay an annual pole attachment rate for the collocation of a Network Node supported by or installed on a City-owned utility pole based upon the pole attachment rate consistent with Section 54.024 of the Texas Utilities Code, applied on a per-foot basis.

(H) The City shall not seek or accept in-kind services in lieu of or as additional payment or consideration from any user of the public rights-of-way for use of the public rights-of-way.

SEC. 74-411. - INDEMNITY.

As provided in Section 284.302 of the Code, a wireless Network Provider shall indemnify, defend, and hold the City harmless from and against all liability, damages, cost, and expense, including reasonable attorney's fees, arising from injury to person or property proximately caused by the negligent act or omission of the Network Provider. The City shall promptly notify the Network Provider of any claims, demands, or actions ("claims") covered by this indemnity after which the Network Provider shall defend the claims. The Network Provider shall have the right to defend and compromise the claims. The City shall cooperate in the defense of the claims. The foregoing indemnity obligations shall not apply to claims arising solely from the negligence of City; however, they shall apply in the case of all claims which arise from the joint negligence of the Network Provider and the City; provided that in such cases, the amount of the claims for which the City shall be entitled to indemnification shall be limited to that portion attributable to the Network Provider. Nothing in this section shall be construed as waiving any governmental immunity available to the City under state law or waiving any defenses of the parties under state law.

SEC. 74-412. - EFFECT ON OTHER UTILITIES AND TELECOMMUNICATION PROVIDERS.

Nothing in this Ordinance shall govern attachment of Network Nodes on poles and other structures owned or operated by investor-owned electric utilities, electric cooperatives, telephone cooperatives, or telecommunication providers.

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SEC. 74-413. - DESIGN MANUAL.

The *Design Manual for the Installation of Network Nodes and Node Support Poles* ("the Design Manual") attached hereto is approved as an addendum to this Article as an integral part of the regulations adopted herein and shall be maintained by the City Secretary on the city website but shall not become a part of this code.

SEC. 74-414. - POLE ATTACHEMENT AGREEMENT.

The *Pole Attachment Agreement* attached hereto is approved as an addendum to this Article as an integral part of the regulations adopted herein and shall be maintained by the City Secretary on the city website but shall not become a part of this code.

SEC. 74-415. - SERVICE POLE COLLOCATION ATTACHMENT LICENSE AGREEMENT.

The *Service Pole Collocation Attachment License Agreement* attached hereto is approved as an addendum to this Article as an integral part of the regulations adopted herein and shall be maintained by the City Secretary on the city website but shall not become a part of this code.

Secs. 74-416 –- 74-430. - Reserved."

SECTION TWO. AUTHORIZATION. The City Council of the City of Helotes authorizes the City Administrator to take all necessary steps to implement the provisions of this Ordinance.

SECTION THREE. REPEALING ALL ORDINANCES IN CONFLICT. All other ordinances or parts of ordinances inconsistent or in conflict herewith, or to the extent of such inconsistency or conflict are hereby repealed.

SECTION FOUR. SAVINGS CLAUSE. This City Council of the City of Helotes, Texas does hereby declare that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this Ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declare that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

SECTION FIVE. COMPLIANCE WITH OPEN MEETINGS ACT. It is hereby officially found and determined that the meeting at which this Ordinance was considered was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

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SECTION SIX. CODIFICATION. Section One of this ordinance is hereby codified in the Municipal Code of Ordinances, under Chapter 74 *Parks, Streets, Sidewalks and Other Public Places.*

SECTION SEVEN. EFFECTIVE DATE. This Ordinance shall be effective immediately following its publication in the San Antonio Express News. Thereafter, the rules contained therein will apply within the City of Helotes.

PASSED AND APPROVED this 8th day of April, 2021.

CITY OF HELOTES, TEXAS:

_____
Thomas A. Schoolcraft, Mayor

ATTEST:

_____
Celina Perez, City Secretary

APPROVED AS TO FORM:

_____
Frank Garza, City Attorney

Published: April ___, 2021 and April __, 2021 - San Antonio Express News

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City of Helotes

Design Manual

for the

Installation of Network Nodes and Node Support Poles

pursuant to Tex. Loc. Gov. Code, Chapter 284.

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Table of Contents

SECTION 1. PURPOSE AND APPLICABILITY..... 3

SECTION 2. DEFINITIONS..... 3

SECTION 3. PROHIBITED AND PREFERRED LOCATIONS OF MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.....7

SECTION 4. GUIDELINES ON PLACEMENT..... 11

SECTION 5. GENERAL AESTHETIC REQUIREMENTS 16

SECTION 6. ELECTRICAL SUPPLY 17

SECTION 7. INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS..... 17

SECTION 8. REQUIREMENTS IN REGARD TO REMOVAL, REPLACEMENT, REPLACEMENT, MAINTENANCE AND REPAIR..... 17

SECTION 9. INSTALLATION AND INSPECTIONS..... 19

SECTION 10. REQUIREMENTS UPON ABANDONMENT OF OBSOLETE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT. 19

SECTION 11. GENERAL PROVISIONS. 20

SECTION 12. ADMINISTRATIVE HEARING – REQUEST FOR EXEMPTION..... 23

SECTION 13-19 RESERVED 23

SECTION 20. DESIGN MANUAL - UPDATES..... 23

DRAFT

SECTION 1. PURPOSE AND APPLICABILITY.

The City of Helotes, Texas ("City") recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities.

Purpose: Loc. Gov. Code, Chapter 284 allows certain wireless Network Providers to install in the public rights-of-way their wireless facilities, described and defined in Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002 as "Micro Network Nodes", "Network Nodes", and "Node Support Poles".

As expressly allowed by Tex. Loc. Gov. Code, Chapter 284, Section 284.108, and pursuant to its police power authority reserved in Sec. 284.301[1], the City enacts these Design Guidelines in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless telecommunications providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment.

Applicability: This Design Manual is for siting and criteria for the installation Wireless Facilities, including Micro Network Nodes, Network Nodes, Node Support Poles and related ground equipment being installed pursuant to Loc. Gov. Code, Chapter 284

This Design Manual shall apply to any sitings, installations, collocations in, on, over or under the public rights-of-way of Network nodes, Node support poles, Micro network nodes, Distributed Antenna Systems, microwave communications or other Wireless Facilities, by whatever nomenclature, whether they are installed pursuant to Chapter 284, or installed pursuant to an agreement as agreed to and consented to by the City in its discretion, or installed as may otherwise be allowed by state law.

City Rights-of-Way Management Ordinance: A Network Provider shall comply with the City's Rights-of-Way Management Ordinance except where in conflict with this Design Manual or Chapter 284, Subchapter C.

SECTION 2. DEFINITIONS.

The definitions as used in Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual, unless otherwise noted in this Section 2, below.[2]

Abandon and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by Provider in an unused or non-functioning condition for more than 120 consecutive calendar days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

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Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes means:

(A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and

(B) local amendments to those codes to the extent not inconsistent with Chapter 284.

City means the City of Helotes, Texas or its lawful successor.

City Administrator shall mean City Administrator or designee.

City Council means the municipal governing body of the City of Helotes, Texas.

Chapter 284 means Tex. Loc. Gov. Code, Chapter 284.

Collocate and c*ollocation* mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

Concealment or Camouflaged means any Wireless Facility or Pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the Wireless Facility blends into the surrounding environment and is visually unobtrusive as allowed as a condition for City advance approval under Chapter 284, Sec. 284.105 in Historic or Design Districts. A Concealed or Camouflaged Wireless Facility or Pole also includes any Wireless Facility or Pole conforming to the surrounding area in which the Wireless Facility or Pole is located and may include, but is not limited to hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

CPS Energy Pole means a Utility Pole owned and operated by CPS Energy, a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a Public Right-of-Way.

Decorative pole means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

Design District means an area that is zoned or otherwise designated by the City Code, and for which the City maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

Disaster emergency or *disaster* or *emergency* means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the city is threatened, and includes, but is not limited to any declaration of emergency by city state or federal governmental authorities.

Distributed Antenna System or DAS shall be included as a type of "Network Node."

Easement means and shall include any public easement or other compatible use created by dedication, or by other means, to the city for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

Federal Communications Commission or FCC means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

Highway right-of-way means right-of-way adjacent to a state or federal highway.

Historic District means an area that is zoned or otherwise designed as a historic district under City, state, or federal law.

Law means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

Local means within the geographical boundaries of the City.

Location means the City approved and lawfully permitted location for the Network Node.

Macro tower means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Chapter 284, Section 284.103 and that supports or is capable of supporting antennas.

Administrator means the City Administrator for the City of Helotes, Texas, or designee.

Micro network node means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Municipal park means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

Municipally owned utility pole means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

MUTCD means Manual of Uniform Traffic Control Devices.

Network node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

(i) equipment associated with wireless communications;

(ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and

(iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

(i) an electric generator;

(ii) a pole; or
(iii) a macro tower

Network provider means:
(A) a wireless service provider; or
(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:
(i) network nodes; or
(ii) node support poles or any other structure that supports or is capable of supporting a network node.

Node support pole means a pole installed by a network provider for the primary purpose of supporting a network node.

Permit means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

Pole means a service pole, municipally owned utility pole, node support pole, or utility pole.

Preliminary Site Survey means a field survey applicable to the proposed installation of a Network Node or Node Support Pole attended by CPS Energy and the Network Provider, prior to the submission of an Application to the City, conducted for the purpose of determining the general engineering requirements for providing electricity at the proposed Location.

Private easement means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

Provider has the same meaning as "Network Provider."

Public right-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:
(A) a private easement; or
(B) the airwaves above a public right-of-way with regard to wireless telecommunications.

Public right-of-way management ordinance means an ordinance that complies with Chapter 284, Subchapter C.

Residential Area means single-family residential lots or undeveloped land that is designated for single-family use by Section 36-36 of the City of Shavano Park zoning regulations or private deed restrictions.

SCADA or Supervisory Control and Data Acquisition systems means a category of software application programs and hardware used by the City for process control and gathering of data in real time from remote locations in order to monitor equipment and conditions of the City public

water and wastewater utility facilities. These systems may utilize both cable and wireless communications.

Service pole means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

(A) a pole that supports traffic control functions;
(B) a structure for signage;
(C) a pole that supports lighting, other than a decorative pole; and
(D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

Small Cell Application means a written request submitted to the City for a Pemit for the Collocation of a Network Node or Node Support Pole in Public Right-of-Way. A Small Cell Application must include all the information required by the City at the time of submission in order to be considered complete at submission.

Small cell shall be included as a type of "Network Node."

Street means only the paved portion of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A "Street" is generally part of, but smaller in width than the width of the entire right-of-way, while a right-of-way may include sidewalks and utility easements, a "Street" does not. A "street" does not include the curb or the sidewalk, if either are present at the time of a permit application or if added later.

SWPPP shall mean Storm Water Pollution Prevention Plan.

TAS means Texas Accessibility Standards.

Traffic Signal means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

Transport facility means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

Transport Facility Application means a written request submitted to the City for a Permit for the purpose of installing a Transport Facility in Public Right-of-Way. A Transport Facility Application must identify the Network Node it is intended to serve and include all the information required by the City at the time of submission in order to be considered complete at submission.

Underground Requirement Area shall mean means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

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User means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

Utility pole means a pole that provides:

(A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or

(B) services of a telecommunications provider, as defined by Chapter 284, Section 51.002, Utilities Code.

Wireless service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

Wireless service provider means a person that provides wireless service to the public.

Wireless facilities mean "Micro Network Nodes," "Network Nodes," and "Node Support Poles" as defined in Texas Local Government Code Chapter 284.

SECTION 3. PROHIBITED AND PREFERRED LOCATIONS OF MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

A. Prohibited or Restricted Areas for Certain Wireless facilities, except with Separate City Agreement or Subject to Concealment Conditions.

1. ***Municipal Parks and Residential Areas***. In accordance with Chapter 284, Sec. 284.104 (a), a Network Provider may not install a Node Support Pole in a public right-of-way without the City's discretionary, nondiscriminatory, and written consent if the public right-of-way is in a Municipal park or is adjacent to a street or thoroughfare that is:

a. not more than 50 feet wide of paved street surface, being the area measured as the shortest distance between the inside of the curb to the inside of the opposite curb, or the area measured as the shortest distance between the two parallel edges of the paved roadway for vehicular travel where there is no curb; and

b. adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

1.1 In accordance with Chapter 284, Sec. 284.104 (b), a Network Provider installing a Network Node or Node Support Pole in a public right-of-way described above shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

1.2 Each permit application shall disclose if it is within a Municipal Park and Residential Areas as described above.

2. ***Historic and Design Districts***. In accordance with Section 284.105, a Network Provider must obtain advance written approval from the City before collocating new Network Nodes or

installing new Node Support Poles in any area zoned or otherwise designated as a Historic or Design District, or within a district having Decorative Poles.

2.1 As a condition for approval of Network Nodes or Node Support Poles in Historic or Design Districts, or within Districts having Decorative Poles, the City shall require reasonable design, Concealment, or Camouflage measures for the Network Nodes or Node Support Poles. Therefore, any request for such installations must be accompanied by proposed design, Concealment, or Camouflage measures in the permit application(s).

2.2 Network Providers shall comply with all applicable City, state and federal laws and requirements relating to historic preservation.

2.3 Each permit application shall disclose if it is within an area zoned or otherwise designated by the City or other authority as a Historic or Design District, or within a district having Decorative Poles.

3. ***Historic Landmarks.*** A Network Provider is discouraged from installing a Network Node or Node Support Pole within 300 feet of a historic site or structure or Historic Landmark recognized by the City, state or federal government (*see, for example, and not limited to* §442.001(3) of the Texas Government Code, and 16 U.S.C. §470), as of the date of the submission of the permit. It is recommended that each permit application disclose if it is with 300 feet of such a structure.

4. ***Compliance with Undergrounding Requirements.*** In accordance with Chapter 284, Sec. 284.107, a Network Provider shall comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

4.1 Areas may be designated from time to time by the City as Underground Requirement Areas in accordance with filed plats, and or conversions of overhead to underground areas, as may be allowed by law.

4.2 Each permit application shall disclose if it is within an area that has undergrounding requirements.

B. **Least preferable locations**.

1. **Residential Areas, Parks, Historic Districts and Design Districts**. A Network Provider is discouraged from installing a Network Node on an existing pole in a public right-of-way without written consent from the City Council if the public right-of-way is located in or adjacent to a street or thoroughfare that is adjacent to a municipal park or historic district or design districts or single-family residential lots or undeveloped land that is designated for residential use by zoning or deed restrictions.

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1. In accordance with Chapter 284, Sec. 284.104 (b) a Network Provider installing a Network Node or a Node Support Pole in a public right-of-way shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

C. Most preferable locations

1. *Industrial areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

2. *Highway Rights-of-Way* areas if not adjacent to a Municipal Park or Residential area.

3. *Retail and Commercial areas* if not adjacent to a Municipal Park or Residential area.

D. Designated Areas.

1. The City Council may designate an area as a Historic District or a Design District under Chapter 284.105 at any time.

2. The failure to designate an area in this Chapter shall not mean that such an area is not within a defined district, if so designated by the City Council. Future areas may be designated as one of these Districts at any time. Such a designation does not require a zoning case.

3. While not required under Chapter 284 to designate Underground Compliance Areas to prohibit above ground Wireless facilities, the City may also, from time to time, also designate Underground Compliance Areas.

E. Exceptions

The City by its discretionary consent and agreement may grant exceptions to the above prohibited locations and sizes, but only in a non-exclusive, and non-discriminatory manner, as allowed or required by Chapter 284, Sec. 284.109 and Sec. 284.110.

F. Order of Preference regarding Network Node attachment to existing facilities and New Node Support Poles.

1. *Existing telephone or electrical lines between existing utility poles*. Micro Network Nodes shall only be lashed on existing telephone or electrical lines between existing utility poles (electric poles or telephones poles), with notice to the pole owner as required by the Federal Pole Attachment Act, and not placed on Utility Poles, Node Support Poles or Service Poles.

2. *Existing Utility Poles* (electric poles or telephones poles), shall be the preferred support facility for Network Nodes and related ground equipment.

3. *Municipal Service Poles*:

a. *Non-decorative street lights* with a height of more than 20 feet.

b. *Traffic signal structures* when such installation will not interfere with the integrity of the facility and will not interfere with the safety of public and in accordance

with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).

c. *Street signage* shall be a low priority use for attachment of a Network Node.

d. *Other municipal Service pole* use is discouraged.

4. *New node support poles* shall be the least preferred type of allowed facility for attachment of Network Nodes.

5. *Ground Equipment***.** Ground equipment should be minimal and the least intrusive.

SECTION 4. GUIDELINES ON PLACEMENT.

A. Generally.

In accordance with Chapter 284.102, a Network Provider shall construct and maintain Network Nodes and Node Support Poles in a manner that does not:

1. obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;

2. obstruct the legal use of a public right-of-way by other utility providers;

3. violate nondiscriminatory applicable codes;

4. violate or conflict with the City's publicly disclosed public right-of-way management ordinance or this Design Manual.

5. violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.).

B. General Requirements and Information:

1. *Size Limits.* Network Providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations as set forth in Chapter 284, in accordance with, but not limited to Chapter 284, Sec. 284.002, size of a Micro Network Node, Sec. 284.003, Size of Network Nodes, and Sec. 284.103, Max. pole height, with each application and with each request for a permit for each location.[3]

2. *State and Federal Rights-of-way permit*. If the project lies within a Highway Right-of-Way, the applicant must provide evidence of a permit from the State or Federal Government.

3. *CPS Energy Utility Poles*. If the project utilizes a CPS Energy Utility Pole as the support facility for a Network Node or Node Support Pole, the Network Provider is strongly encouraged to obtain a Preliminary Site Survey from CPS Energy prior to submitting a Small Cell Application with the City.

4. *Confirmation of non-interference with City Safety Communication or SCADA Networks*.

a. The Network Provider needs to provide analysis that the proposed network node shall not cause any interference with City public safety radio system,

traffic signal light system, SCADA system, or other city safety communications components in accordance with Chapter 284, Sec. 284.304.

b. It shall be the responsibility of the Network Provider to evaluate, prior to making application for permit, the compatibility between the existing City infrastructure and Provider's proposed Network Node. A Network Node shall not be installed in a location that causes any interference. Network Nodes shall not be allowed on City's public safety radio infrastructure.

5. Improperly Located Network Node facilities, Node Support Poles and related ground equipment:

a. Improperly Located Network Node facilities, Node Support Poles and related ground equipment shall not impede pedestrian or vehicular traffic in the Right-of-Way. If any Network Node facilities, Node Support Poles or ground equipment is installed in a location that is not in accordance with the plans approved by the City and impedes pedestrian or vehicular traffic or does not comply or otherwise renders the Right-of-Way non-compliant with applicable Laws, including the American Disabilities Act, then Network Provider shall promptly remove the Network Node facilities, Node Support Poles or ground equipment.

b. Notice to Remove unauthorized facilities and relocate and penalty: After 30 days' notice to remove of Network Node facilities, Node Support Poles or ground equipment that is located in the incorrect permitted location, if not relocated the Network Provider shall be subject to a penalty of $500.00 per day penalty until the Network Node facilities, Node Support Poles or ground equipment is relocated to the correct area within the permitted Location, regardless of whether or not the Network Provider's contractor, subcontractor, or vendor installed the Network Node facilities, Node Support Poles or ground equipment in strict conformity with the City Rights-of-way management ord., and other applicable ordnances concerning improperly located facilities in the rights-of-way.

C. Underground Requirement Areas.

1. In accordance with Chapter 284.107, a Network Provider shall, in relation to installation for which the City approved a permit application, comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

2. If a location is designated by the City to transits to be an Underground Requirement Area, then a Network Provider's permit for the location of the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location will be revoked 90 days after the designation, with removal of said the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location within 90 days of such designation, or as otherwise reasonably allowed by the City for the transition of other overhead facilities.

3. Before commencing underground installation, 811 Dig Tess must be called so that the area can be flagged for underground utilities.

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D. Network Node facilities placement*:*

1. *Right-of-Way:* Network Node facilities, Node Support Poles and related ground equipment shall be placed, as much as possible, within two feet of the outer edge of the Right-of-Way line to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way.

2. *Height above ground.* Network Node attachments to a pole shall be installed at least eight (8) feet above the ground in accordance with Chapter 284, Sec. 284.108, and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

3. *Protrusions.* In accordance with Chapter 284, Sec. 284.003 (a) (1) (C), Sec. 284.003 (a) (2) (C) and Sec. 284.003 (a) (3) (B) no protrusion from the outer circumference of the existing structure or pole shall be more than two (2) feet.

4. *Limit on number of Network Nodes per Site*. There shall be no more than one Network Node on any one Pole.

E. New Node Support Poles.

1. *New Node Support Poles Spacing.* New node support poles shall be spaced apart from existing utility poles or Node Support poles at the same as the spacing between utility poles in the immediate proximity, but no less than at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

2. *Height of Node Support Poles or modified Utility Pole*. In accordance with Chapter 284, Sec. 284.103 a Node support pole or modified Utility Pole may not exceed the lesser of:

a. 10 feet in height above the tallest existing utility pole located within 500 linear feet of the new pole in the same public right-of-way; or

b. 55 feet above ground level.

F. Ground Equipment.

1. *Ground Equipment near street corners and intersections:* Ground equipment should be minimal and the least intrusive. In accordance with Chapter 284.102 (1), to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or a street intersection.

2. *Ground Equipment near Municipal Parks.* For the safety of Municipal park patrons, particularly small children, and to allow full line of sights near Municipal park property, the Network Provider shall not install Ground Equipment in a Right-of-Way that is within a Park or within 250 feet of the boundary line of a Park, unless approved by the City Administrator in writing.

3. *Minimize Ground equipment density*:

In accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City Administrator, or designee, may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more.

4. *Fiber Optic*, *Water, Sewer and Storm Drainage Lines:*

Special precautions must be taken where underground fiber optic cable is installed in public street right-of-ways commonly used for utility corridors.

a. Underground utilities and service connections must be identified prior to excavation. "Dig Alert," "One Call," or similar underground utility contractor must be contacted to identify the locations of subsurface utilities.

b. If temporary disruption of service is required, the installation contractor must notify the City, the service provider, and customers at least 24 hours in advance. No service on such lines may be disrupted until prior approval from the City and the service provider.

c. At locations where the fiber optic cable will cross other subsurface utilities or structures, the cable must be installed to provide a minimum of 12 inches of vertical clearance between it and the other subsurface utilities or structures, while still maintaining the other applicable minimum depth requirement. To maintain the minimum depth requirement, the cable must be installed under the existing utility. If the minimum 12-inch clearance cannot be obtained between the proposed cable facility and the existing utility, the fiber optic cable must be encased in steel pipe of avoid future damage.

d. *Existing Water Lines:* No communication lines shall be placed on top of a water line but may be placed to the side of a water line at least 4 feet from the center line of the water line. When crossing a water line, a 12-inch vertical or horizontal clearance must be maintained. Poles must be at least 3 feet from a water line.

e. *Existing Sewer Lines*: No communication lines shall be placed on top of a sewer line but may be placed to the side of a sewer line at least 4 feet from the center line of the sewer line. When crossing a sewer line, a 12-inch vertical or horizontal clearance must be maintained. Poles must be at least 3 feet from a sewer line.

f. *Existing Storm Drainage Lines:* No communication lines shall be placed on top of a storm drainage line but may be placed to the side of a storm drainage line at least 4 feet from the center line of the storm drainage line. When crossing a storm drainage line, a 12-inch vertical or horizontal clearance must be maintained. Poles must be at least 3 feet from a storm drainage line.

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5. *Blocking streets, roads, alleys or lanes:*

Texas Department of Transportation (TxDOT) standards must be followed for work zone areas that will block streets, roads, alleys or lanes. A traffic plan must be submitted to the City prior to construction.

G. Municipal Service Poles:

1. *In accordance with Agreement*: Installations on all Service Poles shall be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).

2. *CPS Energy Pole Attachment Standards*: Installations on all Municipal Service Poles shall conform to CPS Energy Pole Attachment Standards' technical provisions in subsections III.-V., as amended from time to time.

4. *Required industry standard pole load analysis*: Installations on all Service Poles shall have an industry standard pole load analysis completed and submitted to the municipality with each permit application indicating that the Service Pole to which the Network Node is to be attached will safely support the load, in accordance with Chapter 284.108.

5. *Height of attachments*: All attachments on all Service Poles shall be at least 8 feet above grade, in accordance with Chapter 284, Sec. 285.108 (a) (1) - (2) and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

6. *Installations on Traffic Signals*: Installations on all Traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public and must be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b). Installation of Network Node facilities on any traffic signal structures shall:

a. Be encased in a separate conduit than the traffic light electronics;

b. Have a separate electric power connection than the traffic signal structure; and

c. Have a separate access point than the traffic signal structure; and

7. *Installations on Street signage*: Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of Network Node facilities on any street signage structures that has electrics shall:

a. Be encased in a separate conduit than any City signage electronics;

b. Have a separate electric power connection than the signage structure;

c. Have a separate access point than the signage structure; and

8. *Restoration of City facilities and private property*: The Network Provider shall be responsible for repairing any damage to any street, street right-of-way, ditch or any

structure to its original condition immediately upon completing the installation. Any change to the slope of the land must be remedied, and there must be replacement of top soil and grass to its original condition.

SECTION 5. GENERAL AESTHETIC REQUIREMENTS

A. Concealment.

1. Concealment of Network Nodes and Node support poles shall be required by the City in Design Districts with Decorative Poles and in Historic Districts pursuant to Chapter 284.105.

2. It is also the City's preference that all new node support poles be camouflaged, except those located in an area zoned or predominantly industrial area. Companies shall submit their proposal for camouflage with the permit application.

3. The Network Node facilities shall be concealed or enclosed as much as reasonably possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

4. The Network Node facilities shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible, except to the extent not consistent with Chapter 284.

B. New Node Support Pole Spacing.

New node support poles shall be at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

C. Minimize Ground Equipment Concentration.

In order to minimize negative visual impact to the surrounding area, and in accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more to minimize effect on property values and aesthetics on the area.

D. Allowed Colors.

1. Colors in Historic Districts and Design Districts must be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284

2. Colors in Historic Districts and Design Districts must be approved by the City Administrator from a palette of approved colors. Unless otherwise provided, all colors shall be earth tones or shall match the background of any structure the facilities are located upon and all efforts shall be made for the colors to be inconspicuous. Colors in areas other than in Historic

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Districts and Design Districts shall conform to colors of other installations of telecommunication providers in the immediately adjacent areas.

SECTION 6. ELECTRICAL SUPPLY

A. Network Provider shall be responsible for obtaining any required electrical power service to the Micro Network Node, Network Node facilities, Node Support Poles and ground equipment. The City shall not be liable to the Network Provider for any stoppages or shortages of electrical power furnished to the Micro Network Node, Network Node facilities, Node Support Poles or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or Network Provider of the structure, or for any other cause beyond the control of the City.

B. Network Provider shall not allow or install generators or back-up generators in the Public Right-of-Way in accordance with Chapter 284, Sec. 284.002 (12) (B) (1).

SECTION 7. INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS.

A. Insurance, bonding and security deposits shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

B. Indemnity shall be in accordance with Chapter 284, Sec. 284.302, as provided for in Chapter 283, Sec. 283.057 (a) and (b) of the Texas Loc. Gov't Code.

SECTION 8. REQUIREMENTS IN REGARD TO REMOVAL, REPLACEMENT, REPLACEMENT, MAINTENANCE AND REPAIR

A. REMOVAL OR RELOCATION BY NETWORK PROVIDER.

1. Removal and relocation by the Network provider of its Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284

2. If the Network Provider removes or relocates a Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, it shall notify the City Administrator in writing not less than 10 business days prior to removal or relocation. Network Provider shall obtain all Permits required for relocation or removal of its Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment prior to relocation or removal.

3. The City shall not issue any refunds for any amounts paid by Network Provider for Micro Network Node, Network Node facilities, Node Support Poles or related ground equipment that have been removed.

B. REMOVAL OR RELOCATION REQUIRED FOR CITY PROJECT.

1. Removal and Relocation of Network Provider's Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof required for a City project shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284, Sec. 284.107, except as provided in existing state and federal law.

2. In accordance with Chapter 284, Sec. 284.107, except as provided in existing state and federal law, a Network Provider shall relocate or adjust Micro Network Node, Network Node, Node Support Pole and related ground equipment in a public right-of-way in a timely manner and without cost to the City managing the public right-of-way

3. Network Provider understands and acknowledges that the City may require Network Provider to remove or relocate its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or any portion thereof from the Right-of-Way for City construction projects as allowed by state and federal law, including the common-law.

4. Network Provider shall, at the City Administrator's direction, remove or relocate the same at Network Provider's sole cost and expense, except as otherwise provided in existing state and federal law, whenever the City Administrator reasonably determines that the relocation or removal is needed for any of the following purposes: Required for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project of a street ort public rights-of-way to enhance the traveling public's use for travel and transportation.

5. If Network Provider fails to remove or relocate the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof as requested by the City Administrator within 90 days of Network Provider 's receipt of the request, then the City shall be entitled to remove the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof at Network Provider's sole cost and expense, without further notice to Network Provider.

6. Network Provider shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof.

C. REMOVAL REQUIRED BY CITY FOR SAFETY AND IMMINENT DANGER REASONS.

1. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the City Administrator if the City Administrator reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of

any Location under applicable law in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

2. If the City Administrator reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

3. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the City Administrator if the City Administrator reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law. If the City Administrator reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense.

4. The City Administrator shall provide 90 days written notice to the Network Provider before removing a Micro Network Node, Network Node, Node Support Pole and related ground equipment under this Section, unless there is imminent danger to the public health, safety, and welfare.

5. Network Provider shall reimburse City for the City's actual cost of removal of Micro Network Node, Network Node, Node Support Pole and related ground equipment within 30 days of receiving the invoice from the City.

SECTION 9. INSTALLATION AND INSPECTIONS

A. INSTALLATION.

1. Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284

2. Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner and in accordance with the requirements promulgated by the City Administrator, as such may be amended from time to time. Network Provider's work shall be subject to the regulation, control and direction of the City Administrator. All work done in connection with the installation, operation, maintenance, repair, modification, and/or replacement of the Micro Network Node, Network Node facilities, Node Support Poles and related ground

equipment shall be in compliance with all applicable laws, ordinances, codes, rules and regulations of the City, applicable county, the state, and the United States ("Laws").

B. INSPECTIONS.

1. The City Administrator, or designee, may perform visual inspections of any Micro Network Node, Network Node, Node Support Pole or related ground equipment located in the Right-of-Way shall be allowed in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284

2. The City Administrator, or designee, may perform visual inspections of any Micro Network Node, Network Node, Node Support Pole or related ground equipment located in the Right-of-Way as the City Administrator deems appropriate without notice. If the inspection requires physical contact with the Micro Network Node, Network Node, Node Support Poles or related ground equipment, the City Administrator shall provide written notice to the Network Provider within five business days of the planned inspection. Network Provider may have a representative present during such inspection.

SECTION 10. REQUIREMENTS UPON ABANDONMENT OF OBSOLETE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

1. Abandoned or obsolete Micro Network Node, Network Node, Node Support Pole and related ground equipment shall be removed in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

2. Network Provider shall remove Micro Network Node, Network Node, Node Support Pole and related ground equipment when such facilities are Abandoned regardless of whether or not it receives notice from the City. Unless the City sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of 90 days of the Micro Network Node, Network Node, Node Support Pole and related ground equipment being abandoned or within 90 days of receipt of written notice from the City. When Network Provider removes, or abandons permanent structures in the Right-of-Way, the Network Provider shall notify the City Administrator in writing of such removal or Abandonment and shall file with the City Administrator the location and description of each Micro Network Node, Network Node, Node Support Pole and related ground equipment removed or Abandoned. The City Administrator may require the Network Provider to complete additional remedial measures necessary for public safety and the integrity of the Right-of-Way.

SECTION 11. GENERAL PROVISIONS.

1**. As Built Maps and Records.** Network Provider's as built maps and records shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

1.1 A Network Provider shall maintain accurate maps and other appropriate records of its Network Node facilities, Node Support Poles and related ground equipment as they are actually

constructed in the Rights-of-Way, including, upon request, the use of Auto CAD/GIS digital format. Network Provider will provide additional maps to the City upon request.

2**. Courtesy and Proper Performance.** Courtesy and Proper Performance of Network provider's personnel, and contractors shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

2.1 A Network Provider shall make citizen satisfaction a priority in using the Right-of-Way. Network Provider shall train its employees to be customer service-oriented and to positively and politely interact with citizens when dealing with issues pertaining to its Micro Network Node, Network Node, Node Support Pole and related ground equipment in the Right-of-Way. Network Provider's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of interaction with the public. If, in the opinion of the City Administrator or designee, Network Provider is not interacting in a positive and polite manner with citizens, he or she shall request Network Provider to take all remedial steps to conform to these standards.

3**. DRUG POLICY.** Drug policy of Network provider's personnel, and contractors in the public rights-of-way shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

3.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Network Provider's employees, contractors, subcontractors, sub-Network Provider's, or vendors while on City rights-of-way is prohibited.

4. **ALLOCATION OF FUNDS FOR REMOVAL AND STORAGE**. The City Council has currently appropriated no funds to pay for the cost of any removal or storage of Micro Network Node, Network Node, Node Support Pole and related ground equipment, as authorized under the law.

5. **OWNERSHIP**. Ownership of Network Node and related equipment shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable codes and ordinances, except to the extent not consistent with Chapter 284.

5.1 No part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment erected or placed on the Right-of-Way by Network Provider will become, or be considered by the City as being affixed to or a part of, the Right-of-Way. All portions of the Micro Network Node, Network Node, Node Support Pole and related ground equipment constructed, modified, erected, or placed by Network Provider on the Right-of-Way will be and remain the property of Network Provider and may be removed by Network Provider at any time, provided the Network Provider shall notify the City Administrator prior to any work in the Right-of-Way.

6. Tree Maintenance. Tree maintenance shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

6.1 A Network Provider, its contractors, and agents shall obtain written permission from the City Administrator before trimming trees hanging over its Micro Network Node, Network Node, or Node Support Pole, to prevent branches of such trees from contacting attached Micro Network Node, Network Node, or Node Support Pole. When directed by the City Administrator,

Network Provider shall trim under the supervision and direction of the City Administrator. The City shall not be liable for any damages, injuries, or claims arising from Network Provider's actions under this section.

7. Signage. Signage shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

7.1 Network Provider shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the Network Node facility that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by law (e.g. RF ground notification signs) or the City Administrator.

7.2 Except as required by law or by the Utility Pole owner, a Network Provider shall not post any other signage or advertising on the Micro Network Node, Network Node, Node Support Pole, Service pole or Utility Pole.

8. Graffiti Abatement. Graffiti abatement shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

8.1 As soon as practical, but not later than fourteen (14) calendar days from the date Network Provider receives notice thereof, Network Provider shall remove all graffiti on any of its Micro Network Node, Network Node, Node Support Pole, and related ground equipment located in the Right of Way. The foregoing shall not relieve the Network Provider from complying with any City graffiti or visual blight ordinance or regulation.

9. Restoration.

9.1 A Network Provider shall restore and repair of the public rights-of-way from any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

9.2 A Network Provider shall repair any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) within 10 calendar days following the date of such removal or relocation, at Network Provider's sole cost and expense, including restoration of the Right-of-Way and such property to substantially the same condition as it was immediately before the date Network Provider was granted a Permit for the applicable Location or did the work at such Location (even if Network Provider did not first obtain a Permit), including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the City Administrator.

10. Network provider's responsibility.

10.1 A Network Provider shall be responsible and liable for the acts and omissions of the Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the

installations of any Micro Network Node, Network Node, Node Support Pole and related ground equipment, as if such acts or omissions were Network Provider's acts or omissions in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

10.2 A Network Provider shall be responsible and liable for the acts and omissions of the Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole, Transport Facility and related ground equipment, as if such acts or omissions were Network Provider's acts or omissions.

SECTION 12. ADMINISTRATIVE HEARING – REQUEST FOR EXEMPTION

12.1 Should the Network Provider desire to deviate from any of the standards set forth in the Design Manual, the Network Provider may request an Administrative Hearing before a Board of Appeals. The City Council shall act as the Board of Appeals for a Request for Exemption.

12.2 The process for an application, hearing and vote shall follow the process set out for a variance.

SECTION 13-19 RESERVED

SECTION 20. DESIGN MANUAL - UPDATES

Placement or Modification of Micro Network Node, Network Node, Node Support Pole, Transport Facility, and related ground equipment shall comply with the City's Design Manual at the time the Permit for installation or Modification is approved and as amended from time to time.

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[1] Sec. 284.301. LOCAL POLICE-POWER-BASED REGULATIONS. (a) Subject to this chapter and applicable federal and state law, a municipality may continue to exercise zoning, land use, planning, and permitting authority in the municipality's boundaries, including with respect to utility poles.

(b) A municipality may exercise that authority to impose police-power-based regulations for the management of the public right-of-way that apply to all persons subject to the municipality.

(c) A municipality may impose police-power-based regulations in the management of the activities of network providers in the public right-of-way only to the extent that the regulations are reasonably necessary to protect the health, safety, and welfare of the public.

[2] The definitions as used in Tx. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual.
Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002. DEFINITIONS. In this chapter:

(1) "Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

(2) "Applicable codes" means:

(A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and

(B) local amendments to those codes to the extent not inconsistent with this chapter.

(3) "Collocate" and "collocation" mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

(4) "Decorative pole" means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

(5) "Design district" means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

(6) "Historic district" means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

(7) "Law" means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

(8) "Macro tower" means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Section 284.103 and that supports or is capable of supporting antennas.

(9) "Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

(10) "Municipally owned utility pole" means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

(11) "Municipal park" means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

(12) "Network node" means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

(i) equipment associated with wireless communications;

(ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and

(iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

(i) an electric generator;

(ii) a pole; or

(iii) a macro tower.

(13) "Network provider" means:

(A) a wireless service provider; or

(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

(i) network nodes; or

(ii) node support poles or any other structure that supports or is capable of supporting a network node.

(14) "Node support pole" means a pole installed by a network provider for the primary purpose of supporting a network node.

(15) "Permit" means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

(16) "Pole" means a service pole, municipally owned utility pole, node support pole, or utility pole.

(17) "Private easement" means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

(18) "Public right-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

(A) a private easement; or

(B) the airwaves above a public right-of-way with regard to wireless telecommunications.

(19) "Public right-of-way management ordinance" means an ordinance that complies with Subchapter C.

(20) "Public right-of-way rate" means an annual rental charge paid by a network provider to a municipality related to the construction, maintenance, or operation of network nodes within a public right-of-way in the municipality.

(21) "Service pole" means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

(A) a pole that supports traffic control functions;

(B) a structure for signage;

(C) a pole that supports lighting, other than a decorative pole; and

(D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

(22) "Transport facility" means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

(23) "Utility pole" means a pole that provides:

(A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or

(B) services of a telecommunications provider, as defined by Section 51.002, Utilities Code.

(24) "Wireless service" means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

(25) "Wireless service provider" means a person that provides wireless service to the public.

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[3] Sec. 284.002. DEFINITIONS (8) "Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Sec. 284.003. LIMITATION ON SIZE OF NETWORK NODES. (a) Except as provided by Section 284.109, a network node to which this chapter applies must conform to the following conditions:

(1) each antenna that does not have exposed elements and is attached to an existing structure or pole:

(A) must be located inside an enclosure of not more than six cubic feet in volume;

(B) may not exceed a height of three feet above the existing structure or pole; and

(C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;

(2) if an antenna has exposed elements and is attached to an existing structure or pole, the antenna and all of the antenna's exposed elements:

(A) must fit within an imaginary enclosure of not more than six cubic feet;

(B) may not exceed a height of three feet above the existing structure or pole; and

(C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;

(3) the cumulative size of other wireless equipment associated with the network node attached to an existing structure or pole may not:

(A) be more than 28 cubic feet in volume; or

(B) protrude from the outer circumference of the existing structure or a node support pole by more than two feet;

(4) ground-based enclosures, separate from the pole, may not be higher than three feet six inches from grade, wider than three feet six inches, or deeper than three feet six inches; and

(5) pole-mounted enclosures may not be taller than five feet.

(b) The following types of associated ancillary equipment are not included in the calculation of equipment volume under Subsection (a):

(1) electric meters;

(2) concealment elements;

(3) telecommunications demarcation boxes;

(4) grounding equipment;

(5) power transfer switches;

(6) cut-off switches; and

(7) vertical cable runs for the connection of power and other services.

(c) Equipment attached to node support poles may not protrude from the outer edge of the node support pole by more than two feet.

(d) Equipment attached to a utility pole must be installed in accordance with the National Electrical Safety Code, subject to applicable codes, and the utility pole owner's construction standards.

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POLE ATTACHMENT AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

THIS AGREEMENT is made and entered into pursuant to Section 284.056, Section 284.201, and Section 284.301 of the Texas Local Government Code, effective this _____ day of _____20___, by and between the CITY of HELOTES, TEXAS, a Type A General Law municipal corporation of the State of Texas, hereinafter called "the City", and _____, hereinafter called "the Network Provider," and is as follows:

WHEREAS, the Network Provider is a wireless telecommunications *network provider* as that term is defined in Section 284.002 of the Texas Local Government Code ("the Code); and

WHEREAS, the City owns certain public rights-of-way with service and or utility poles within its municipal territorial limits; and

WHEREAS, the Network Provider desires to attach certain *Network Nodes,* as that term is defined in Section 284.002 of the Code, on City-owned service poles and/or utility poles; and

WHEREAS, the Network Provider and the City desire to enter into this Agreement to secure authority from the City for the Network Provider to install certain Network Nodes on such City poles, subject to the City's Design Manual for the Installation of Network Nodes and Node Support Poles ("the Design Manual") and the City's Right-of-Way Management Ordinance; and

WHEREAS, this Agreement is entered into pursuant to Chapter 284 of the Texas Local Government Code, in order to address the desires of the Network Provider and the procedures of the City; and

WHEREAS, the Network Provider and the City acknowledge that this Agreement is binding upon the City and the Network Provider and their respective successors and assigns for the term (defined below) of this Agreement; and

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

1. **Location of the City Poles**. The Service and/or Utility Poles owned by the City on which the Network Nodes are to be attached by the Network Provider are generally described as:

_____

_____

_____

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_____

_____

_____

2. The Network Provider acknowledges that it has received and reviewed the applicable provisions in the City Design Manual and the Right-of-Way Management Ordinance; and further acknowledges that this Pole Attachment Agreement is subject to the terms and regulations of each.

3. The Network Provider agrees to pay the City for collocation of its Network Nodes at the following annual rates:

a. City Service Poles: $20.00 per year per service pole.

b. City Utility Poles: An annual pole attachment rate applied on a per-foot basis consistent with Section 54.024 of the Texas Utilities Code.

4. The City acknowledges that it will comply with the requirements of the Code and that it will allow the collocation of Network Nodes on the City service and utility poles on a non-exclusive, nondiscriminatory basis, subject to the Network Provider paying the applicable fees to the City and complying with the Design Manual and the Right-of-Way Management Ordinance.

5. Pursuant to Section 284.301 of the Texas Local Government Code, the Network Provider agrees that the City is authorized to enforce all of the City's regulations that do not materially interfere with the use of Network Nodes.

6. The primary term of this Agreement shall be five (5) years commencing upon the effective date first set forth above. This Agreement shall be automatically renewed and extended for subsequent one (1) year terms unless at least sixty (60) days prior to the expiration of the term either party shall give written notice to the other of the party's intent to terminate the Agreement at the end of the current term.

7. Any notice required or permitted under this Agreement shall be in writing and shall be delivered in hand or by registered or certified US mail. Notice to the Network Provider and the City may be addressed as follows:

Director of Development Services Department
City of Helotes
P.O. Box 507
12951 Bandera Rd.
Helotes, Tx 78023

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8. This Agreement may be enforced by Network Provider or City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

9. If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

10. This Agreement shall be governed by the law of the State of Texas and construed in conformity with the provisions of Texas Local Government Code, Chapter 284. Venue shall lie in Bexar County, Texas.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement effective as of the date first set forth above.

CITY OF HELOTES, TEXAS

_____ Dated: _____
City Administrator

ATTEST:

_____
City Secretary

NETWORK PROVIDER:

_____
Signature of Authorized Officer

_____ Dated: _____
Title of Authorized Officer

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CITY OF HELOTES, TEXAS

CHAPTER 284 SERVICE POLE COLLOCATION ATTACHMENT LICENSE AGREEMENT

TABLE OF CONTENTS

Page No.

ARTICLE 1. PARTIES 6

1.1. ADDRESSES 6

ARTICLE 2. DEFINITIONS 6

ARTICLE 3. CHAPTER 284 GRANT AND SCOPE OF AUTHORIZATION TO COLLOCATE NETWORK NODES ON SERVICE POLES. 11

3.1. CITY GRANT OF PERMISSION IN ACCORDANCE WITH CHAPTER 284. 11

3.2. SCOPE OF AGREEMENT 12

3.3. UNAUTHORIZED NETWORK NODE ON SERVICE POLES. 12

ARTICLE 4. APPLICATION FOR A PERMIT TO COLLOCATE ON A SERVICE POLE. 13

4.1. APPLICATION FOR A PERMIT TO COLLOCATION A NETWORK NODE ON A SERVICE POLE. 13

4.2. REVIEW PROCESS FOR AN APPLICATION FOR COLLOCATION OF A NETWORK NODE ON A SERVICE POLE PERMIT. (ch. 284, Sec. 284.154) 15

ARTICLE 5. CHAPTER 284 RENTAL FEES AND OTHER PAYMENTS 15

5.1. NETWORK NODE SITE ANNUAL RENTAL RATE. (Ch. 284, Sec. 284.053) 15

5.2. COLLOCATION ATTACHMENT ON SERVICE POLE FEE. (Ch. 284, Sec. 284.056) 16

5.3. MONTHLY TRANSPORT FACILITY FEE. (Ch. 284, Sec. 284.055) 17

5.4. APPLICATION FEES. (Ch. 284, Sec. 284.156) 18

5.5. OTHER PAYMENTS 18

5.6. NON-FUNCTIONING NETWORK Nodes 19

5.7. PAYMENT 19

DRAFT

5.8. REIMBURSEMENT 19
5.9. PAYMENT LIMITS 19
5.10. COMPLIANCE REVIEW 19
5.11. PERMITS CONDITIONED ON PAYMENTS BEING CURRENT. 20
ARTICLE 6. DESIGN MANUAL, PUBLIC RIGHT-OF-WAY MANAGEMENT ORD. COMPLIANCE AND RELATED REQUIREMENTS 20
6.1. AESTHETIC REQUIREMENTS 20
6.2. INSTALLATION 20
6.3. INSPECTIONS 20
6.4. PLACEMENT 21
6.5. ELECTRICAL SUPPLY 21
6.6. TRANSPORT FACILITY FIBER CONNECTION 21
6.7. GENERATORS 21
6.8. EQUIPMENT DIMENSIONS 21
6.9. TREE MAINTENANCE 21
6.10. SIGNAGE 22
6.11. REPAIR 22
6.12. GRAFFITI ABATEMENT 22
ARTICLE 7. RADIO INTERFERENCE BY NETWORK NODE PROHIBITED. (CH. 284, SEC. 284.304) 22
7.1. NO LIABILITY 22
7.2. NO INTERFERENCE 22
ARTICLE 8. ABANDONMENT, RELOCATION AND REMOVAL 23
8.1. ABANDONMENT OF OBSOLETE NETWORK NODE 23
8.2. REMOVAL REQUIRED BY CITY 24
8.3. REMOVAL OR RELOCATION BY LICENSEE 24
8.4. REMOVAL OR RELOCATION REQUIRED FOR CITY PROJECT 24
8.5. REMOVAL REQUIRED AFTER TERMINATION OR EXPIRATION OF LICENSE 25
8.6. REMOVAL REQUIRED AFTER REVOCATION 25
8.7. OWNERSHIP 25

DRAFT

8.8. RESTORATION 26
8.9. LICENSEE RESPONSIBLE 26
8.10. ALLOCATION OF FUNDS FOR REMOVAL AND STORAGE 26
ARTICLE 9. ENVIRONMENTAL LAW REQUIREMENTS 26
ARTICLE 10. SECURITY 26
ARTICLE 11. INDEMNIFICATION, INSURANCE AND LIABILITY 26
ARTICLE 12. TERM AND TERMINATION 27
12.1. TERM 27
12.2. RENEWALS 27
12.3. TERMINATION FOR CAUSE BY CITY 27
12.4. TERMINATION BY LICENSEE 28
12.5. AUTOMATIC TERMINATION. 28
ARTICLE 13. TRANSFER OF AUTHORITY 28
13.1. ASSIGNMENT 28
13.2. BUSINESS STRUCTURE AND ASSIGNMENTS 29
ARTICLE 14. INVENTORY AND INSPECTIONS. 29
14.1. INVENTORY RECORDS 29
14.2. INSPECTIONS 29
14.3. CONFIDENTIAL INFORMATION 30
ARTICLE 15. MISCELLANEOUS 30
15.1. FORCE MAJEURE 30
15.2. DISPUTE RESOLUTION 31
15.3. ACCEPTANCE AND APPROVAL; CONSENT 31
15.4. REPRESENTATIONS AND WARRANTIES 31
15.5. STATEMENT OF ACCEPTANCE 32
15.6. RELATIONSHIP OF THE PARTIES 32
15.7. SEVERABILITY 32
15.8. ENTIRE AGREEMENT 32
15.9. WRITTEN AMENDMENT 32
15.10. APPLICABLE LAWS AND VENUE 33

DRAFT

15.11. NOTICES 33
15.12. CAPTIONS 33
15.13. NON-WAIVER 34
15.14. ENFORCEMENT 34
15.15. AMBIGUITIES 34
15.16. SURVIVAL 34
15.17. RESERVED 34
15.18. PARTIES IN INTEREST 34
15.19. REMEDIES CUMULATIVE 34
15.20. LICENSEE DEBT 34
15.21. PARTS INCORPORATED 35
15.22. CONTROLLING PARTS 35
15.23. SIGNATURES 35

List of Exhibits:

DRAFT

CITY OF HELOTES, TEXAS
CHAPTER 284 SERVICE POLE COLLOCATION ATTACHMENT LICENSE AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

This **Service Pole Collocation Attachment License Agreement** ("Agreement") is made by and between the City of Helotes, Texas, ("City"), a home-rule municipal corporation of the State of Texas, and _____, ("Network Provider" or "Licensee"), a _____ with its principal offices at _____. Pursuant to Tex. Loc. Gov. Code, Chapter 284 ("Chapter 284"), Section 284.056 and Section 284.101 (a) (3), the City enters into this Agreement to further detail the terms and conditions of Collocation of attachments of wireless Network Nodes to and on City Service Poles.

RECITALS

WHEREAS, Licensee, a Network Provider, as that term is defined in Chapter 284, is requesting to Collocate, which includes attachments, as that term is defined in Chapter 284, its Network Nodes, as defined in Chapter 284, to and on the City's Service Poles, as that term is defined in Chapter 284, that are in the Public Right-of-Way to the extent permitted by Chapter 284; and

WHEREAS, Chapter 284 states "to the extent this state has delegated its fiduciary responsibility to municipalities as managers of a valuable public asset, the public right-of-way, this state is acting in its role as a landowner in balancing the needs of the public and the needs of the network providers by allowing access to the public right-of-way to place network nodes in the public right-of-way strictly within the terms of this chapter"; and

WHEREAS, Chapter 284 states "[i]t is the policy of this state, subject to state law and strictly within the requirements and limitations prescribed by this chapter, that municipalities: (1) retain the authority to manage the public right-of-way to ensure the health, safety, and welfare of the public; and (2) receive from network providers fair and reasonable compensation for use of the public right-of-way and for collocation on poles"; and

WHEREAS, Section 253 of the Federal Communications Act of 1934, as amended, including 47 U.S.C. § 253, acknowledges that the City has the authority to manage and control access to and use of the Public Right-of-Way within the City limits; and

WHEREAS, the City has been authorized by the State to act as fiduciary and trustee for the public, in exercising proprietary rights in its discretion to grant use of the Public Right-of-Way within the City limits and condition that use in accordance with Chapter 284; and

WHEREAS, Chapter 284, Section 284.101 (a)-(b), et al, set forth the conditions to access and Collocation on the City's Service Poles that are in the Public Right-of-Way of the Network Nodes to include compliance with the Applicable Codes, and Public Right-of-Way Management Ordinances, and the Chapter 284 limits to the height, width, safety and aesthetic requirements of Network Nodes; and

DRAFT

WHEREAS, the Licensee shall compensate the City pursuant to applicable state law, including Chapter 284, for the collocation of the Network Nodes on Service Poles in the City's Public Right-of-Way; and

WHEREAS, the Licensee's non-exclusive use at locations in its Public Right-of-Way, are subject to the terms and conditions set forth herein, and pursuant to Permits issued by the City; and

WHEREAS, the City and Licensee desire by this Agreement to set forth their understanding of such matters.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein below, City and Licensee agree as follows:

ARTICLE 1. PARTIES

1.1.ADDRESSES

The initial address of the parties, which either party may change at any time by giving written notice to the other party pursuant to the terms of this Agreement, are as follows:

City of Helotes

Attn: City Administrator

Street: P.O. Box 507

12951 Bandera Rd

Helotes, Tx 78023

Email: mmendoza@helotes-tx.gov

Network Provider and Licensee

_____

Attn: _____

Street _____

Texas, _____

Email: _____

ARTICLE 2. DEFINITIONS

2.1. As used in this Agreement, the definitions as used in Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used, unless otherwise noted in Section 2.1, below:[1]

2.1.1. *Abandon* and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes,

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handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by Provider in an unused or non-functioning condition for more than 120 consecutive calendar days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

2.1.2. *Affiliate* means (a) any entity who (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with the Licensee; (b) any entity acquiring substantially all of the assets of Licensee in the market defined by the Federal Communications Commission in which the Locations are located; or (c) any successor entity in a merger, acquisition, or other business reorganization involving Licensee. For purposes of this definition, "own" means to own an equity or other financial interest (or the equivalent thereof) of more than 10 percent or any management interest.

2.1.3. *Agreement* means this contract between the Parties, including any exhibits and any written amendments as authorized by this Agreement.

2.1.4. *Antenna* means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

2.1.5. *Applicable code or codes* means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and local amendments to those codes to the extent not inconsistent with Chapter 284.

2.1.6. *City* is defined in the preamble of this Agreement and includes its successors and assigns.

2.1.7. *City Attorney* means the currently appointed or acting City Attorney or his/her designee.

2.1.8. *City Engineer* means the currently appointed or acting City Engineer or his/her designee.

2.1.9. City Administrator means the current and successor City Administrator of the City.

2.1.10. *Collocate* and c*ollocation* mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

2.1.11. *Concealment or Camouflaged* means any Wireless Facility or Pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the Wireless Facility blends into the surrounding environment and is visually unobtrusive as allowed as a condition for City advance approval under Chapter 284, Sec. 284.105 in Historic or Design Districts. A Concealed or Camouflaged Wireless Facility or Pole also includes any Wireless Facility or Pole conforming to the surrounding area in which the Wireless Facility or Pole is located and may

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include, but is not limited to hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

2.1.12. *Decorative pole* means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

2.1.13. *Design District* means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

2.1.14. *Design Manual* means the City Design Manual for the Installation of Network Nodes and Node Support Poles pursuant to Tex. Loc. Gov. Code, Chapter 284 enacted and adopted by the City in accordance with Chapter 284, Sec. 284.108.

2.1.15. *Director* means the Director of Development Services Department, or its successor department, or a person he or she designates

2.1.16. *Disaster emergency* or *disaster* or *emergency* means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the city is threatened, and includes, but is not limited to any declaration of emergency by city state or federal governmental authorities.

2.1.17. *Distributed Antenna System or DAS* shall be included as a type of "Network Node."

2.1.18. *Effective Date* means that date signed by the City Administrator on the signature page of this Agreement for each respective Licensee.

2.1.19. *Ground Equipment* means a Wireless Facility that is located on the surface of the Public Right-of-Way in an approved permit that is immediately adjacent to the Pole on which the Network Node is located.

2.1.20. *Historic District* recognized by the City, state or federal government under the City Code of Ordinances, State Law, including, but not limited to, Sec. 442.001(3) of the Texas Government Code, a federal law, including, but not limited to, 16 U.S.C. § 470.

2.1.21. *Historic Landmark* recognized by the City, state or federal government under the City Code of Ordinances, State Law, including, but not limited to, Sec. 442.001(3) of the Texas Government Code, a federal law, including, but not limited to, 16 U.S.C. § 470.

2.1.22. *Law* means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance

DRAFT

2.1.23. *Licensee* and *Network Provider* means _____ and includes its successors and assigns.

2.1.24. *Location* means the location of a Service Pole in the Public Right-of-Way in which Licensee is authorized to place its Network Node, provided that it has obtained all Permits.

2.1.25. *Macro tower* means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Chapter 284, Section 284.103 and that supports or is capable of supporting antennas.

2.1.26. *Micro network node* means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

2.1.27. *Modification* means any work in the Public Right-of-Way, or alteration of a Wireless Facility that is not substantially similar in size or is a change in the Wireless Facility's location in the Public Right-of-Way or its physical position on the Pole except those alterations or changes that are excepted from requiring a permit under Chapter 284, Sec. 284.157 (a) and (b) do not constitute Modifications.

2.1.28. *Municipal park* means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

2.1.29. *Municipally owned utility pole* means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

2.1.30. *MUTCD* means Manual of Uniform Traffic Control Devices.

2.1.31. *Network node* means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term: (A) includes: (i) equipment associated with wireless communications; (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and (B) does not include: (i) an electric generator; (ii) a pole; or (iii) a macro tower.

2.1.32. *Network provider* means: (A) a wireless service provider; or (B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider: (i) network nodes; or (ii) node support poles or any other structure that supports or is capable of supporting a network node.

2.1.33. *Party* or *Parties* mean the Licensee and City, individually or collectively as indicated in the context in which it appears.

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2.1.34. *Other Party* or *Other Parties* means a Chapter 284 Wireless Service provider who is not a Party to this Agreement.

2.1.35. *Node support pole* means a pole installed by a network provider for the primary purpose of supporting a network node.

2.1.36. *Permit* means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

2.1.37. *Pole* means a service pole, municipally owned utility pole, node support pole, or utility pole

2.1.38. *Provider* has the same meaning as "Network Provider."

2.1.39. *Public right-of-way* means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include: (A) a private easement; or (B) the airwaves above a public right-of-way with regard to wireless telecommunications.

2.1.40. *Public right-of-way management ordinance* means an ordinance of the City that complies with Chapter 284, Subchapter C.

2.1.41. *Public right-of-way rate* means an annual rental charge paid by a network provider to a municipality related to the construction, maintenance, or operation of network nodes within a public right-of-way in the municipality pursuant to Chapter 284, Sec. 284.053.

2.1.42. *Rental Fees means* as described in Article 5 herein.

2.1.43. *School* means an educational institution that offers a course of instruction for students in one or more grades from kindergarten through grade 12

2.1.44. *Service pole* means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of=-way, including: (A) a pole that supports traffic control functions; (B) a structure for signage; (C) a pole that supports lighting, other than a decorative pole; and (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

2.1.45. *Small cell* shall be included as a type of "Network Node."

2.1.46. *Street* means only the paved portion of the Public Right-of-Way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A "Street" is generally part of, but smaller in width than the width of the entire right-of-way, while a Public Right-of-Way may include sidewalks and utility easements, a "Street" does not. A

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"street" does not include the curb or the sidewalk, if either are present at the time of a permit application or if added later.

2.1.47. *TAS* means Texas Accessibility Standards.

2.1.48. *Traffic Signal* means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

2.1.49. *Transport facility* means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes

2.1.50. *Underground Requirement Area* shall mean means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

2.1.51. *Utility pole* means a pole that provides:(A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or (B) services of a telecommunications provider, as defined by Chapter 284, Section 51.002, Utilities Code.

2.1.52. *Wireless service* means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

2.1.53. *Wireless service provider* means a person that provides wireless service to the public.

2.1.54. *Wireless facilities* mean "Micro Network Nodes," "Network Nodes," and "Node Support Poles" as defined in Texas Local Government Code Chapter 284

2.2 When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words in the singular include the plural.

2.3. The word "shall" is always mandatory and not merely permissive.

2.4. "Include" and "including," and words of similar import, shall be deemed to be followed by the words "without limitation."

ARTICLE 3. CHAPTER 284 GRANT AND SCOPE OF AUTHORIZATION TO COLLOCATE NETWORK NODES ON SERVICE POLES.

3.1. <u>CITY GRANT OF PERMISSION IN ACCORDANCE WITH CHAPTER 284.</u>

3.1.1. Only to the extent required by Chapter 284, Sec. 284.056 and Sec. 284.101 (a) (3) does the City grant Licensee the right to enter the Public Right-of-Way and to

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Collocate Network Node facilities on Service Poles in the Public Right-of-Way, subject to the terms of this Agreement and Chapter 284.

3.1.2. This Agreement does not confer any other rights not described herein nor does it permit Licensee or third parties to use the Public Right-of-Way or Service Poles for purposes not specified in this Agreement, except to the extent otherwise expressly allowed by law.

3.1.3. This Agreement does not authorize the Licensee to install equipment and facilities associated with or for Macro Towers in the Public Right-of-Way.

3.1.4. Network Provider must have an existing Agreement with the City to apply for and be granted a Permit to use or to in anyway Collocate Network Node facilities on Service Poles.

3.2. SCOPE OF AGREEMENT

3.2.1. This Agreement is not exclusive and the City reserves the right to grant permission to enter the Public Right-of-Way and to use Service Poles in the Public Right-of-Way to Collocate Network Node facilities to other eligible and qualified Other Parties under Chapter 284.

3.2.2. Except as expressly provided herein, this Agreement does not grant Licensee the authority to grant any rights under this Agreement to any Other Party without the written consent of the City in a separate agreement in accordance with Chapter 284.

3.2.3. This Agreement only authorizes Collocation of Network Node on Service Poles in the Public Right-of-Way and does not confer any rights or permission to install or otherwise collocate Network Node on any other Poles or to place such Network Node in the Public Right-of-Way.

3.2.4. This Agreement does not grant to the Licensee an interest in any property.

3.3. UNAUTHORIZED NETWORK NODE ON SERVICE POLES.

3.3.1. The Director of Development Services Department shall deem as unauthorized any type of Network Node attached or Collocated to a Service Pole if there is no Agreement, even if it was inadvertently and incorrectly permitted. The Director of Development Services Department at his or her sole discretion may, upon 30 days' written notice, remove or require the Licensee to remove unauthorized Network Node at Licensee's expense without any liability to the City. The City will invoice and Licensee shall reimburse the City within 30 days of receipt of the invoice for the City's cost of removal of unauthorized Network Node.

3.3.2. Any Modification to a Network Node must be approved by the Director of Development Services Department except for those modifications, repairs, routine maintenance or related work that do not require a permit under Chapter 284, Sec. 284.157 (a) and (b), however even for those modifications, repairs, routine maintenance or related work that do not require a permit under Chapter

284, Sec. 284.157 (a) and (b), advance notice shall be given via written letter (which may be delivered by hand or other method) or an acknowledged email transmission by the Network Provider to the City contact listed in Article I shall be provided to the City as allowed by Chapter 284, Sec. 284.157 (d) (1)- (3).

ARTICLE 4. APPLICATION FOR A PERMIT TO COLLOCATE ON A SERVICE POLE.

4.1. APPLICATION FOR A PERMIT TO COLLOCATION A NETWORK NODE ON A SERVICE POLE.

4.1.1. *Application for Collocation on Service Pole Permit*. Prior to Collocation of a Network Node on a Service Pole or installation of the related ground equipment adjacent to a Service Pole, Licensee shall complete and submit to the City Engineer the Application for Collocation of a Network Node on a Service Pole Location, and the following:

4.1.1.1. *Fee for Application for Collocation on Service Pole Permit Due with Application.*

(a) City will charge an application and permit fee for the Application for Collocation of a Network Node on a Service Pole Location in accordance with Chapter 284, Sec. 284.156.

(b) Licensee shall pay the City the Ch. 284, Sec. 284.156 application and permit fees at the time of the submittal of the application for the permits. Except as provided for in this Agreement, application and permit fees are non-refundable.

4.1.1.2. Documents necessary for the review of the Application for Collocation of a Network Node on a Service Pole Location and as reasonably requested by the City Engineer as may be requested by Chapter 284, include but are not limited to:

4.1.1.2.1. Map showing exact intended location of the Network Node and its distance from a designated Historic Landmark, Park, or School, Utility Pole, Node Support Pole, and other Network Nodes on a Service Pole, if any, and depicting the sidewalks, and ramps onto sidewalks required by Applicable Codes, TAS, or other law, including the Americans with Disabilities Act, and paved street surface and utility easements;

4.1.1.2.2. Representative drawings or pictures of the intended Network Node as intended to be Collocated on the Service pole; and

4.1.1.2.3. Engineering and construction plans and drawings related to the Collocation of the Network Node on the Service Pole, including where the proposed Transport Facilities will be connected to the Network Node as electrical power connections.

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4.1.1.3. *Required industry standard pole load analysis*: Installations on all Service Poles shall have an industry standard pole load analysis completed and submitted to the municipality with each permit application indicating that the Service Pole to which the Network Node is to be attached will safely support the load, in accordance with Chapter 284.108. An application will not be accepted as complete or will be deemed to have not been accepted without the appropriate engineering analysis.

4.1.1.4. *Height of attachments*: All attachments on all Service Poles shall be at least 8 feet above grade, in accordance with Chapter 284, Sec. 285.108 (a) (1) - (2) and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

4.1.1.5. *Installations on Traffic Signals*: Installations on all Traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public and must be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b). Installation of Network Node facilities on any traffic signal structures shall:

i. Be encased in a separate conduit than the traffic light electronics;

ii. Have a separate electric power connection than the traffic signal structure; and

iii. Have a separate access point than the traffic signal structure.

iv. Shall not alter, puncture or drill into the City structure.

4.1.1.6. *Installations on Street signage*: Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of Network Node facilities on any street signage structures that has electronics shall:

i. Be encased in a separate conduit than any City signage electronics;

ii. Have a separate electric power connection than the signage structure;

iii. Have a separate access point than the signage structure;

iv. Will not alter, puncture or drill into the City structure.

4.1.2. Network Provider shall comply with any additional requirements of the City's Public Right-of-Way Management Ordinance and Design Manual or directions of the Director of Development Services Department concerning collocating its Network Nodes on any Service Pole. Compliance is to be with the City's Public Right-of-Way Management Ordinance and Design Manual in effect at the time of the Application for Collocation of a Network Node on a Service Pole Location.

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4.1.3. If the applicant is not the same as the Licensee listed on the Application for Collocation of a Network Node on a Service Pole or installation of the related ground equipment, the Licensee shall sign the application or provide a letter of agency satisfactory to the City Attorney and is presumed to be the owner of the Network Node, and Ground Equipment and shall be fully responsible for them and the Rental Fees as set forth as the Licensee and Network Provider in this Agreement.

4.2. REVIEW PROCESS FOR AN APPLICATION FOR COLLOCATION OF A NETWORK NODE ON A SERVICE POLE PERMIT. (CH. 284, SEC. 284.154)

4.2.1. The City Engineer shall review an Application for Collocation of a Network Node on a Service Pole or installation of the related ground equipment on a Service Pole for completeness and act in the time allowed, with notifications to the Licensee, as prescribed in Chapter 284, Sec. 284.154.

4.2.2. The City Engineer shall review the Application for Collocation of a Network Node on a Service Pole to determine:

4.2.2.1. If the requested site has already been approved as a Location for Other Parties, in which instance that Location shall no longer be available and application shall be denied;

4.2.2.2. If all the required documentation has been provided;

4.2.2.3. Compliance with the requirements of the City's Public Right-of-Way Management Ordinance and Design Manual and this Agreement;

4.2.2.4. That written permission has been obtained by applicable parties as required by this Agreement; and

4.2.2.5. Compliance with applicable construction, engineering, design specifications, Applicable Codes and laws, and other applicable requirements, including the Americans with Disabilities Act.

4.2.3. The City Engineer shall deny a requested Application for Collocation of a Network Node on a Service Pole if the Licensee's application is not in compliance with the City's Public Right-of-Way Management Ordinance and Design Manual and this Agreement.

4.2.4. Licensee shall not install a Network Node without the requisite Permit(s).

4.2.5. The City Engineer shall forward to the City Administrator each approved GIS or Street Address and related information in the Application for Collocation of a Network Node on a Service Pole when a Permit is approved.

ARTICLE 5. CHAPTER 284 RENTAL FEES AND OTHER PAYMENTS

5.1. NETWORK NODE SITE ANNUAL RENTAL RATE. (CH. 284, SEC. 284.053)

5.1.1 *Annual Network Node Rate.* Licensee shall pay the City annually $250 per Network Node site in accordance with Ch. 284., Sec. 284.053 (a) the Network Node Public Right-of-Way Rate for each Location for which Licensee has obtained Permit(s) regardless of

whether or not a Licensee installs Network Nodes in the Public Right-of-Way. Except as provided for in this Agreement, the annual Network Node Public Right-of-Way Rate is non-refundable.

5.1.2. *Initial Annual Network Node Rate Pro Rated.* The annual Network Node Public Right-of-Way Rate payment for the first year at any Location ("Initial Annual Network Node Payment") begins accruing when the permit is issued and is due 30 days after Licensee obtains a Permit to install or collocate a Network Node at the Location. The Initial Annual Network Node Payment shall be pro-rated for the months remaining in the calendar year after the permit issuance date.

5.1.3. *Subsequent Years Annual Network Node Rate Due Date.* The annual Network Node Public Right-of-Way Rate for every year after the Initial Annual Network Node Payment shall be paid in advance on or before December 31 of each calendar year for each Network Node in the Public Right-of-Way for the next calendar year period.

5.1.4 *Annual Network Node Rate Adjustment*. Pursuant to Ch. 284, Sec. 284.054 on or about each October of each year after October 2017 the City intends to adjust the annual Network Node Public Right-of-Way Rate by an amount equal to one-half the annual change, cumulative since Sept. 1, 2017, if any, in the Consumer Price Index for All Urban Consumers for Texas, as published by the federal Bureau of Labor Statistics. The City shall provide written notice to each Network Provider of the new rate, and the rate shall apply to the first payment due to the municipality on or after the 60th day following that notice. It is the City's intent that the new adjusted Network Node Public Right-of-Way Rate be effective each year by December 31 in order to apply and begin accruing January 1 of the year following the Notice of the adjustment in the Network Node Site Public Right-of-Way Rate.

5.2. <u>COLLOCATION ATTACHMENT ON SERVICE POLE FEE. (CH. 284, SEC. 284.056)</u>

5.2.1 *Annual Collocation on Service Pole Attachment fee.* Licensee shall pay the City annually $20 for each Network Node Permitted to be Collocated on Service Pole in accordance with Ch. 284., Sec. 284.056 for each Location for which Licensee has obtained Permit(s) to collocate a Network Node on a Service Pole regardless of whether or not a Licensee collocates a Network Node on a Service Pole. Except as provided for in this Agreement, this fee is non-refundable.

5.2.2. *Initial Annual Collocation on Service Pole Attachment Fee Pro Rated.* The annual collocation on Service Pole attachment fee payment for the first year at any Location ("Initial Annual Collocation on Service Pole Attachment Fee Payment") begins accruing when the permit is issued and is due 30 days after Licensee obtains a Permit to install or collocate a Network Node at the Location. The Initial Annual Collocation on Service Pole Attachment Fee Payment shall be pro-rated for the months remaining in the calendar year after the permit issuance date.

5.2.3. *Subsequent Years Annual Collocation on Service Pole Attachment Fee Due Date.* The annual Collocation on Service Pole attachment fee for every year after the Initial Payment shall be paid in advance on or before December 31 of each calendar year for each Network Node in the Public Right-of-Way for the next calendar year period.

5.3. MONTHLY TRANSPORT FACILITY FEE. (CH. 284, SEC. 284.055)

5.3.1 *Monthly Transport Facility Fee*. To the extent Network Provider has Transport Facilities Permitted from the Network Nodes in the Public Right-of-Way it shall pay the City in accordance with the Ch. 284, Sec. 284.055 (b) a monthly Transport Facilities fee on a quarterly basis as set out below in Sec. 5.3.3, which begins accruing when the permit is issued and is on the same quarterly access line schedule for quarterly calendar period covered and quarterly payment schedule as in Chapter 283 of the Local Gov. Code. Except as provided for in this Agreement, the Monthly Transport Facility Fee is non-refundable

5.3.2 Licensee may either:

(a) In accordance with Ch. 284., Sec. 284.055 (a) (1), install its own Transport Facilities, subject to Transport Facility fee payments as set out in Subsection 5.3.3, below; or

(b) In accordance with Ch. 284., Sec. 284.055 (a) (2) obtain transport service from a person that is paying the City fees to occupy the Public Right-of-Way that are the equivalent of not less than $28 per Network node site per month, for which the City shall require independent reasonable verification that the provider of Transport Facility service to the Network Provider has paid the City in the corresponding calendar quarterly time period a payment in an amount that is equivalent to or greater than the Transport Facility fee due for that quarterly payment for the same and corresponding calendar quarter period that the Network Provider would have been due to pay the city for the calendar quarter as set out in Subsection 5.3.4., below.

5.3.3. *Monthly Transport Facility Fee payment*. In accordance with Ch. 284., Sec. 284.055 (b), the Network Provider shall pay to the City an amount equal to $28 multiplied by the number of the Network Provider's Network Nodes located in the Public Right-of-Way for which the installed Transport Facilities provide backhaul unless or until the time the Network Provider's payment of municipal rights-of-way fees for use of the Public Right-of-Ways to the City from that same and corresponding calendar quarter period that exceeds its monthly aggregate per-node compensation to the City due for that calendar quarter, subject to the verification as set out in Subsection 5.3.4., below.

5.3.3.1. Quarterly Due dates of Transport Facility Fee payments. The Monthly Transport Facility Fee begins accruing when the permit is issued and is on the same quarterly access line schedule for quarterly calendar period covered and quarterly payment schedule as in Chapter 283 of the Local Gov. Code. The Network Provider shall pay the City the Monthly Transport Facility Fee payment on a quarterly calendar year basis for each calendar quarter, 45 days after the end of the preceding calendar quarter the monthly Public Right-of-Way rate for Transport Facilities.

5.3.4 *Alternative Quarterly True-up Verification Report.* If Network Provider utilizes the Ch. 284., Sec. 284.055 (a) (2) option to obtain transport service from a person that is paying municipal fees to occupy the Public Right-of-Way or utilizes the Ch. 284, Sec. 284.055 (a) (1), option and install its own Transport Facilities and asserts that it has paid the City in an amount that is equivalent to or greater than the Transport Facility fee due for that quarterly

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period for the same and corresponding calendar quarter period that would have been due from the Network Provider to the City for the calendar quarter then:

(a) 45 days after the end of each calendar quarter the Network Provider shall provide to the City a Quarterly True-up Verification Report documenting those equivalent or greater payments to the City.

(b) This verification report is to allow the City to verify that the corresponding immediately preceding past quarterly payments due the City for Transfer Facilities for each Network Node Transfer Facility that the City has received from the Network Provider or from the Network Provider's provider of Transport Facilities a payment to the City for that corresponding prior calendar quarterly period's is equal to or exceeds the monthly aggregate per-node Transfer Facility compensation due to the City under this Agreement and Ch. 284., Sec. 284.055 (b) (2) for that same calendar quarter period.

(c) The Quarterly True-up Verification Report shall be provided 45 days after the end of each calendar quarter that an actual and full payment is not made from the Network Provider to the City for the Transfer Facilities Monthly Transport Facility Fee payment.

(d) In the event the payment to the City that is asserted to be equal to or exceeding the monthly aggregate per-node Transfer Facility compensation due to the City under this Agreement and Ch. 284., Sec. 284.055 was by a different named entity than the Network Provider, the Network Provider bears the burden to establish that the entity paying the City and the Network Provider is an Affiliate and that they are one and the same for purposes of a Chapter 284 Transfer Facility fee true-up credit against the Monthly Transport Facility Fee.

5.3.5. This Transport Facility fee is in addition to any annual Network Node Public Right-of-Way Rate payment required by Ch. 284, Section 284.053

5.4. APPLICATION FEES. (CH. 284, SEC. 284.156)

5.4.1 *Application and Permit Fees.* Licensee shall pay the City the Ch. 284, Sec. 284.156 application and permit fees contemporaneously with the submittal of the application for the permits. Except as provided for in this Agreement, application and permit fees are non-refundable.

5.5. OTHER PAYMENTS

The Network Node Public Right-of-Way Rate, the collocation on Service Pole attachment fee, the Transport Facility fee, (collectively sometimes referred to as "Rental fees") and the application and permit fees payable under Ch. 284, shall be exclusive of, and in addition to all ad valorem taxes, special assessments for municipal improvements, and other lawful obligations of the Licensee to the City.

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5.6. NON-FUNCTIONING NETWORK NODES

Licensee shall continue to pay Rental Fees for Network Nodes attached to Service Poles that are no longer in service or operational if the Network Nodes attached to Service Poles occupy the Public Right-of-Way.

5.7. PAYMENT

5.7.1. Rental Fees shall be as due as set out in Section 5.1-5.4 above.

5.7.2. Rental Fee and other payments shall be payable by ACH direct deposit or check payable to the City of Helotes and sent to the following address:

ATTN: City Administrator
City of Helotes
P.O. Box 507
12951 Bandera
Helotes, Tx 78023

5.8. REIMBURSEMENT

When under the terms of this Agreement, the City at its own expense has removed or remediated Licensee's Network Nodes attached to Service Poles or Licensee is required to reimburse the City, the Licensee shall remit payment to the City to the address listed in Article 5.7 within 30 days of the date of the invoice for removal, remediation, or requirement.

5.9. PAYMENT LIMITS

Following removal of any Network Nodes attached to Service Poles consistent with the terms of this Agreement, and payment for any damages due to the installation, maintenance or removal of the Network Node, or any other amounts due the City under this Agreement there will be no compensation due, including any Rental Fees, to the City by Licensee for such Network Nodes attached to Service Poles except that the City shall not issue any refunds for any amounts already paid by Licensee for Network Nodes attached to Service Poles that have been removed.

Notwithstanding the foregoing, if Licensee is required by the City to remove a Network Node(s) attached to Service Pole(s) and such removal is not the result of Licensee's failure to comply with this Agreement, City may reimburse Licensee the Rental Fee for such Network Nodes attached to Service Poles pro-rated monthly for the remainder of the calendar year.

5.10. COMPLIANCE REVIEW

The City may, at its discretion, upon no less than 30 days prior written notice, require that the Licensee produce its records related to this Agreement for review by the Director of Development Services Department to ascertain the correctness of the information provided under Article 5 of this Agreement. If the Director of Development Services Department identifies, as a result of a review of the information provided pursuant to Article 5 of this Agreement amounts owed by the Licensee from prior periods, the Licensee shall pay the amount identified within 30 days of the date of the invoice. If the review determines that payment of the Rental Fee was not made in

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accordance with the terms of this Agreement and that such payment represents an overpayment of any amount, City will credit such overpayment against Licensee's future obligations to City under this Agreement.

5.11. PERMITS CONDITIONED ON PAYMENTS BEING CURRENT.

Permits are expressly conditioned on Rental payments being current or the permit is void after 30 days' notice of delinquency and remain void until payment in full, except for those amounts disputed in good faith, for which reasonable and detailed documentation has been submitted to the City supporting such disputed amounts and is still pending City review.

ARTICLE 6. DESIGN MANUAL, PUBLIC RIGHT-OF-WAY MANAGEMENT ORD. COMPLIANCE AND RELATED REQUIREMENTS

6.1. AESTHETIC REQUIREMENTS

6.1.1. Network Provider shall comply with the requirements of the City's Public Right-of-Way Management Ordinance and Design Manual concerning Collocating its Network Nodes on any Service Pole, as the City's Public Right-of-Way Management Ordinance and Design Manual are published and amended from time to time. Compliance is to be with the City's Public Right-of-Way Management Ordinance and Design Manual in effect at the time of the Application for Collocation of a Network Node on a Service Pole Location.

6.1.2. To the extent not in conflict with the City's Public Right-of-Way Management Ordinance, Design Manual or Chapter 284 the Network Node on the Service Pole shall be concealed or enclosed as much as possible in an equipment box, cabinet or other unit that may include ventilation openings; external cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or are visually minimized to the extent possible.

6.2. INSTALLATION

To the extent not in conflict with the City's Public Right-of-Way Management Ordinance or Design Manual or Chapter 284 the Network Node on the Service Pole Licensee shall, at its own cost and expense, install the Network Nodes attached to Service Poles in a good and workmanlike manner and in accordance with the requirements promulgated by the City Engineer, as such may be amended from time to time. Licensee's work shall be subject to the regulation, control and direction of the City Engineer. All work done in connection with the installation, operation, maintenance, repair, and/or replacement of the Network Nodes attached to Service Poles shall be in compliance with all Applicable Codes and Laws.

6.3. INSPECTIONS

6.3.1. The City Engineer may perform visual inspections of any Network Nodes attached to Service Poles located in the Public Right-of-Way as the City Engineer deems appropriate without notice. If the inspection requires physical contact with the Network Node, the City Engineer shall provide written notice to the Licensee within five business days of the planned inspection. Licensee may have a representative present during such inspection.

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6.3.2. In the event of an emergency situation, the City may, but is not required to, notify Licensee of an inspection. The City may take action necessary to remediate the emergency situation and the City Engineer shall notify Licensee as soon as practically possible after remediation is complete.

6.4. PLACEMENT

Network Provider shall comply with the requirements of the City's Public Right-of-Way Management Ordinance and Design Manual concerning Collocating its Network Nodes on any Service Pole, as the City's Public Right-of-Way Management Ordinance and Design Manual are published and amended from time to time. Compliance is to be with the City's Public Right-of-Way Management Ordinance and Design Manual in effect at the time of the Application for Collocation of a Network Node on a Service Pole Location.

6.5. ELECTRICAL SUPPLY

Network Provider shall comply with the City's Public Right-of-Way Management Ordinance and Design Manual concerning electrical connections to its Network Nodes on any Service Pole as published and amended from time to time, but as in effect at the time of the application for a permit. Licensee shall be responsible for obtaining any required electrical power service to the Network Nodes. The City shall not be liable to the Licensee for any stoppages or shortages of electrical power furnished to the Network Nodes, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or Licensee of the structure, or for any other cause beyond the control of the City. Licensee shall not be entitled to any abatement of the Rental Fee for any such stoppage or shortage of electrical power.

6.6. TRANSPORT FACILITY FIBER CONNECTION

Licensee shall be responsible for obtaining and properly permitting Transport Facilities for the Network Nodes access and connection to fiber optic lines or other backhaul solutions that may be required for its Network Nodes.

6.7. GENERATORS

Licensee shall not allow or install generators or back-up generators in the Public Right-of-Way.

6.8. EQUIPMENT DIMENSIONS

Licensee's Network Nodes shall strictly conform to the size limits in Chapter 284 for its Network Nodes and ground equipment and shall be no greater than those sizes, but may be less than the sizes set out in Chapter 284.

6.9. TREE MAINTENANCE

Network Provider shall comply with the City's Public Right-of-Way Management Ordinance and Design Manual concerning tree maintenance.

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6.10. SIGNAGE

Network Provider shall comply with the City's Public Right-of-Way Management Ordinance and Design Manual concerning signage on the Network Node and any ground equipment.

6.11. REPAIR

To the extent not in conflict with the City's Public Right-of-Way Management Ordinance or Design Manual whenever the installation, placement, Collocation, attachment, repair, removal, operation, use, or relocation of the Network Node, or ground equipment, or any portion thereof is required or permitted under this Agreement, and such installation, placement, Collocation, attachment, repair, removal, operation, use, or relocation causes any property of the City or any third party to be damaged or to have been altered in such a manner as to make it unusable, unsafe, or in violation of any Law, Applicable Code, rule, or regulation, Licensee, at its sole cost and expense, shall promptly repair and return such property to its original condition. If Licensee does not repair such property or perform such work as described in this paragraph, then the City shall have the option, upon 15 days' prior written notice to Licensee or immediately if there is an imminent danger to the public, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee for the reasonable and actual costs incurred by the City. Licensee shall reimburse the City for the costs in accordance with Article 5.8 of this Agreement.

6.12. GRAFFITI ABATEMENT

Network Provider shall comply with the City's Public Right-of-Way Management Ordinance and Design Manual concerning graffiti on any of its Network Node or ground equipment.

ARTICLE 7. RADIO INTERFERENCE BY NETWORK NODE PROHIBITED. (Chap. 284, Sec. 284.304)

7.1. NO LIABILITY

7.1.1. The City shall not be liable to Licensee for any damage caused by other Licensees with Network Node in close proximity of the Service Pole.

7.1.2. The City shall not be liable to Licensee by reason of inconvenience, annoyance or injury to the Network Node, or ground equipment, or activities conducted by Licensee therefrom, arising from the necessity of repairing any portion of the Public Right-of-Way, or from the making of any necessary alteration or improvements, in, or to, any portion of the Public Right-of-Way, or in, or to, its fixtures, appurtenances or equipment. The City will use reasonable efforts not to cause material interference to Licensee's operation of its Network Node.

7.2. NO INTERFERENCE

7.2.1. Licensee's Network Node shall strictly comply with Chapter 284, Sec. 284.304 and not cause any harmful radio frequency interference to a Federal Communications Commission-authorized mobile telecommunications operation of any municipality operating at the time the Network Node was initially installed

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or constructed. On written notice, the Network Provider shall take all steps reasonably necessary to remedy any harmful interference.

72.2. To the extent not inconsistent with Chap. 284., Sec. 284.304:

The Network Provider's Network Node collocated on Service Poles shall not cause harmful interference to the City's public service radio frequency, wireless network, or communications operations ("City Operations") and Other Parties' Network Nodes or similar third-party equipment in the Public Right-of-Way or adjacent City property ("Protected Equipment"). If Licensee's Network Node interferes with the City's Operations, then Licensee shall immediately cease operation of the Network Node causing said interference upon receiving notice from the City and refrain from operating until Licensee has eliminated the interference. If after notice Licensee continues to operate Network Node that cause interference with City Operations, such Network Node may be deemed unauthorized and subject to the provisions of this Agreement. If Licensee's Network Node interferes with Protected Equipment, then Licensee shall take the steps necessary to correct and eliminate such interference within 24 hours of receipt of notice from the City. If the Licensee is unable to resolve the interference issue within this timeframe, it will voluntarily power down the Network Node causing the interference, except for intermittent testing until such time as the interference is remedied

7.2.2. Following installation or Modification of a Network Node, the City Engineer may require Licensee to test the Network Node's radio frequency and other functions to confirm that it does not interfere with the City's Operations or Protected Equipment.

ARTICLE 8. ABANDONMENT, RELOCATION AND REMOVAL

8.1. <u>ABANDONMENT OF OBSOLETE NETWORK NODE</u>

Network Provider shall comply with the requirements of the City's Public Right-of-Way Management Ordinance and Design Manual concerning collocating its Network Nodes on any Service Pole, as the City's Public Right-of-Way Management Ordinance and Design Manual are that are published and amended from time to time. Compliance is to be with the City's Public Right-of-Way Management Ordinance and Design Manual in effect at the time of the Application for Collocation of a Network Node on a Service Pole Location.

To the extent not in conflict with the City's Public Right-of-Way Management Ordinance or Design Manual Licensee shall remove Network Nodes and ground equipment when such facilities are abandoned regardless of whether it receives notice from the City. Unless the City sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of 90 days of it being abandoned or within 90 days of receipt of written notice from the City. When Licensee removes or abandons permanent structures in the Public Right-of-Way, the Licensee shall notify the City Engineer in writing of such removal or abandonment and shall file with the City Engineer the location and description of Network Nodes and ground equipment removed or abandoned. The City Engineer may require the

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Licensee to complete additional remedial measures necessary for public safety and the integrity of the Public Right-of-Way.

8.2. REMOVAL REQUIRED BY CITY

8.2.1. To the extent not in conflict with the City's Public Right-of-Way Management Ordinance, Design Manual or Chapter 284, Sec. 284.303, Licensee shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Network Nodes and ground equipment within the time frame and in the manner required by the City Engineer if the City Engineer reasonably determines that the disconnection, removal, or relocation of any part of Network Nodes and ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) Network Nodes and ground equipment or portion thereof, is adversely affecting proper operation of streetlights, or City property, or (c) Licensee loses or fails to obtain all applicable licenses, Permits, and certifications required by Law for its Network Nodes and ground equipment, or use of any Location under this Agreement. If the City Engineer reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Network Nodes and ground equipment at the Licensee's sole cost and expense.

8.2.2. The City Engineer shall provide 90 days written notice to the Licensee before removing a Network Nodes and ground equipment under this Section 8.2, unless there is imminent danger to the public health, safety, and welfare.

8.2.3. Licensee shall reimburse City for the City's actual cost of removal and any storage or associated costs of its Network Nodes and ground equipment in accordance with this Agreement within 30 days of receiving the invoice from the City.

8.3. REMOVAL OR RELOCATION BY LICENSEE

8.3.1. If the Licensee removes or relocates a Network Nodes and ground equipment at its own discretion, it shall notify the City Engineer and City Administrator in writing not less than 10 business days prior to removal or relocation. Licensee shall obtain all permits required for relocation or removal of its Network Nodes and ground equipment prior to relocation or removal.

8.3.2. Except as otherwise provided in this Agreement, the City shall not issue any refunds for any amounts paid by Licensee for Network Nodes and ground equipment that have been removed.

8.4. REMOVAL OR RELOCATION REQUIRED FOR CITY PROJECT

8.4.1. To the extent not in conflict with the City's Public Right-of-Way Management Ordinance or Design Manual and Chapter 284, Sec. 284.303, Licensee understands and acknowledges that the City may require Licensee to remove or relocate its Network Nodes and ground equipment, or any portion thereof from the Public Right-of-Way, and Licensee shall at the City Engineer's direction remove or relocate the same at Licensee's sole cost and expense, whenever the City Engineer reasonably determines that the relocation or removal is needed for

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any of the following purposes: Required for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project that enhances the Public Right-of-Way for use of the traveling public.

8.4.2. If Licensee fails to remove or relocate the Network Nodes and ground equipment, or portion thereof as requested by the City Engineer within 90 days of Licensee's receipt of the request, then the City shall be entitled to remove the Network Nodes and ground equipment or portion thereof at Licensee's sole cost and expense, without further notice to Licensee, and Licensee shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, storage expenses) of the Network Nodes and ground equipment, or portion thereof.

8.5. REMOVAL REQUIRED AFTER TERMINATION OR EXPIRATION OF LICENSE

Within 30 calendar days after termination or expiration of this Agreement, Licensee shall commence removal of all of Licensee's Network Nodes and ground equipment from all Service Pole(s) in the Public Right-of-Way and peaceably surrender the Public Right-of-Way to City in the same condition the Public Right-of-Way was in on the Effective Date. Removal of all the Licensee's Network Nodes and ground equipment under this section must be completed within 90 days. If Licensee fails to begin removal of the Network Nodes and ground equipment on or before the 30th day after the Agreement expires or terminates or fails to complete removal within 90 days, the City may remove, store, or dispose of any remaining portion of the Network Nodes and ground equipment in any manner the City Engineer deems appropriate. Licensee shall, within 30 days after receipt of the City's written request and invoice, reimburse the City for all costs incurred by the City in connection therewith (including any reasonable overhead and storage fees).

8.6. REMOVAL REQUIRED AFTER REVOCATION

Within 30 days after the date of the notice of revocation of a Permit for a Location, Licensee shall commence removal of the Network Nodes and ground equipment from the Public Right-of-Way and peaceably surrender the Public Right-of-Way to City in the same condition the Public Right-of-Way was in on the Effective Date. If Licensee fails to complete removal within 90 days, the City may remove, store, or dispose of any remaining portion of the Network Nodes and ground equipment in any manner the City Engineer deems appropriate. Licensee shall, within 30 days after receipt of the City's written request and invoice, reimburse the City for all costs incurred by the City in connection therewith (including any reasonable overhead and storage fees).

8.7. OWNERSHIP

No part of a Network Node constructed, erected or placed on the Public Right-of-Way by Licensee will become, or be considered by the City as being affixed to or a part of, a Service Pole or of the Public Right-of-Way. All portions of the Network Node constructed, modified, erected or placed by Licensee on the Public Right-of-Way will be and remains the property of Licensee and may be removed by Licensee at any time during or after the Term.

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8.8. RESTORATION

Licensee shall repair any damage to the Public Right-of-Way, and the property of any third party resulting from Licensee's removal activities (or any other of Licensee's activities hereunder) within 10 days following the date of such removal or relocation, at Licensee's sole cost and expense, to include restoration of the Public Right-of-Way and property to substantially the same condition as it was immediately before the Effective Date, including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the Director of Development Services Department.

8.9. LICENSEE RESPONSIBLE

Licensee shall be responsible and liable for the acts and omissions of Licensee's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sublicensees, sublessees, and subcontractors in connection with the performance of this Agreement, as if such acts or omissions were Licensee's acts or omissions.

8.10. ALLOCATION OF FUNDS FOR REMOVAL AND STORAGE

The City has appropriated $0 under this Agreement to pay for the cost of any removal or storage of Network Node, as authorized under this Article, and no other funds are allocated in connection with the performance of this Agreement.

ARTICLE 9. ENVIRONMENTAL LAW REQUIREMENTS

Network Provider shall comply with the City's Public Right-of-Way Management Ordinance concerning environmental law requirements on any of its Network Node or ground equipment.

ARTICLE 10. SECURITY

Network Provider shall comply with the City's Public Right-of-Way Management Ordinance concerning security requirements on any of its Network Node or ground equipment.

ARTICLE 11. INDEMNIFICATION, INSURANCE AND LIABILITY

11.1 *Indemnity*. Network Provider shall comply with the City's Public Right-of-Way Management Ordinance and Chapter 284, Sec. 284.302 concerning on indemnification requirements on any of its Network Node or ground equipment.

11.2 *Insurance*. Network Provider shall comply with the City's Public Right-of-Way Management Ordinance concerning insurance requirements on any of its Network Node or ground equipment.

11.3 *Liability*. Network Provider shall be responsible for any damages to any party that occur due to the installation, maintenance or failure to maintain, the removal or failure to remove Network Nodes for which it would be liable under Law.

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ARTICLE 12. TERM AND TERMINATION

12.1. TERM

12.1.1. This Agreement is effective on the Effective Date and unless sooner terminated under other provisions of this Agreement, will remain in effect until December 31, 2025 ("Initial Term").

12.2. RENEWALS

Upon expiration of the Initial Term, this Agreement will automatically renew for up to two (2) successive five (5) year terms (each a "Renewal Term") on the same terms and conditions, unless either the City or Licensee chooses not to renew. If either the City or Licensee chooses not to renew this Agreement, the Director of Development Services Department shall notify the Licensee or the Licensee shall notify the Director of Development Services Department of non-renewal at least 90 days before the expiration of the then-current term.

12.3. TERMINATION FOR CAUSE BY CITY

12.3.1. If Licensee defaults under this Agreement, the City may terminate this Agreement subject to Licensee's ability to cure such defaults below. The City's right to terminate this Agreement for Licensee's default is cumulative of all its rights and remedies which exist now or in the future. Default by Licensee includes, but is not limited to:

12.3.1.1. Failure of the Licensee to comply with any material term of this Agreement;

12.3.1.2. Licensee becomes insolvent.

12.3.1.3. The Licensee's failure to obtain all licenses, permits, and certification required by the City under this Agreement and pay all fees associated therewith after the City has notified the Licensee that licenses, permits, and certifications must be obtained to work in the Public Right-of-Way;

12.3.1.4. All or a substantial part of Licensee's assets are assigned for the benefit of its creditors;

12.3.1.5. A receiver or trustee is appointed for Licensee; or

12.4.1.6. Licensee fails to apply for permits to Collocate on Service Poles in the Public Right-of-Way within 1 year of the Effective Date of this Agreement.

12.3.2. If a default occurs, the Director of Development Services Department shall deliver a written notice to Licensee describing the default and the termination date. If the Director of Development Services Department sends a default notice, the Licensee shall have 60 days from the receipt of such notice to cure the default (unless the nature of the event takes longer to cure and the Licensee commences a cure within such 60-day period and thereafter diligently pursues it but will not exceed 180 days unless agreed to by the Director of Development Services Department which agreement will not be unreasonably withheld). If Licensee

DRAFT

cures the default before the proposed termination date, the proposed termination is ineffective.

12.3.3. If the default is not cured in the time and manner set out above or by the Director of Development Services Department, then the Director of Development Services Department may immediately terminate this Agreement by notifying Licensee in writing of such termination. After receiving the notice, Licensee shall, immediately cease operations and remove Network Node from the Public Right-of-Way in accordance with the Sections 8.5 and 8.6 of this Agreement, and any payment due shall be remitted by Licensee within 30 days of the receipt of the notice to the address in the Section 1.1 of this Agreement.

12.4. TERMINATION BY LICENSEE

12.4.1. The Licensee may terminate this Agreement at any time without cause by giving 30 days advance written notice to the Director of Development Services Department.

12.4.2. If the Licensee does not remove all Network Nodes from the Public Right-of-Way within the time period required by Section 8.5 of this Agreement, the Network Node may be removed by the City, subject to reimbursement for its cost from the Network provider as allowed by the Agreement.

12.5. AUTOMATIC TERMINATION.

If Chapter 284 of the Local Government Code, or any part thereof is at any time, in full or in part, revoked, found to be unconstitutional, struck down, preempted or otherwise becomes void or invalid, then this License shall automatically terminate, unless an extension is granted by the City. This section shall constitute Notice that in such case, all Network Nodes are to be removed within ninety (90) days from the event that affect Chapter 284. The Parties agree they will negotiate in good faith to assure an ease of transitions as to those parts of Chapter 284 that have been adjudicated as unenforceable, as well as continued compliance with those parts that may remain enforceable, if any.

ARTICLE 13. TRANSFER OF AUTHORITY

13.1. ASSIGNMENT

13.1.1. Licensee may not assign, delegate, transfer, or sell all or any portion of its rights, privileges and obligations under this Agreement without written notice to and the prior written consent of the Director of Development Services Department, which consent will not be unreasonably withheld. No assignment in law or otherwise shall be effective until the assignee has filed with the Director of Development Services Department an instrument, duly executed, reciting the fact of such assignment, accepting the terms hereof, and agreeing to comply with all of the provisions hereof. A mortgage or other pledge of assets in a bona fide lending transaction shall not be considered an assignment of this Agreement for the purposes of this Article.

DRAFT

13.1.2. This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in this Article. This Agreement does not create any personal liability on the part of any officer or agent of the City.

13.1.3. Notwithstanding anything to the contrary contained in this Agreement, Licensee will, whenever in its sole discretion it is required or appropriate for the operation of its business, have the right, without notice to or consent of City, Director of Development Services Department, or any other party, to assign all or any portion of its rights under this Agreement in whole or in part, to (a) any Affiliates as long as such entity has expertise in the operation of Network Node, or provision of Wireless Services; (b) any entity with which the Licensee or an Affiliate of the Licensee shares joint ownership of the Network Nodes and ground equipment ; or (c) any entity that is a holder of a then-current Agreement. The Licensee shall give written notice to the Director of Development Services Department within thirty (30) days of such assignment.

13.2. BUSINESS STRUCTURE AND ASSIGNMENTS

Nothing in this clause, however, prevents the creation of a security interest in the Network Node facilities as described in the Texas Business & Commerce Code. In the case of such an enforcement of that security interest by the holder of the security interest, as an assignee, Licensee shall immediately furnish to the Director of Development Services Department with proof of the assignment and the name, telephone number, and address of the assignee and a clear contractual obligation that the assignee shall and does assume all the liabilities and responsibilities of Licensee under this Agreement, including responsibilities for any unpaid past due payments, and current and future payments that may be due the City. Such assignment does not release Licensee of its obligations and payments due or to be due the City, unless there is an express written release agreed to by the City.

ARTICLE 14. INVENTORY AND INSPECTIONS.

14.1. INVENTORY RECORDS

14.1.1. Licensee shall maintain a list of its approved Network Node Locations on Service Poles by GIS location during the Term of this Agreement. Licensee shall provide to the City Administrator such list within 30 days upon written request, but no more frequent than once a year after the first year of this agreement.

14.2. INSPECTIONS

14.2.1. City representatives shall have the right to perform, or to have performed, (1) inspections of the records described in 14.1.1 and (2) inspections of all places in the Public Right-of-Way where work is undertaken in connection with this Agreement. Licensee shall keep its records described in 14.1.1 available for this purpose for at least four years after this Agreement terminates or expires. The inspection may be performed by City staff or third-party representatives engaged by the City. This provision does not affect the applicable statute of limitations.

DRAFT

14.2.2. In addition to other records or filings required hereunder or by Law, the Licensee shall maintain and provide access to a current map by either paper or electronic means, upon request by the City Engineer, showing the approximate locations of Network Nodes on Service Poles in the Right-of- Way.

14.2.3. The Director of Development Services Department may reasonably require the keeping of additional records or accounts reasonably necessary to determine the Licensee's compliance with the terms of this Agreement.

14.3. CONFIDENTIAL INFORMATION

The Director of Development Services Department shall not disclose any confidential information reproduced for documentation of audit issues unless required by law. If the City receives a request to review or copy confidential information under the Texas Public Information Act or related law (the "Act"), the City shall comply with the requirements for handling third party information under the Act, including notifying the Licensee that a request to review or copy Confidential Information has been submitted to the City. Confidential information deemed subject to disclosure under the Act by the Attorney General of the State of Texas shall be disclosed.

ARTICLE 15. MISCELLANEOUS

15.1. FORCE MAJEURE

Other than the Licensee's failure to pay amounts due and payable under this Agreement, the Licensee shall not be in default or be subject to sanction under any provision of this Agreement when its performance is prevented by Force Majeure. Force Majeure means an event caused by epidemic; act of God; fire, flood, hurricanes, tornadoes, or other natural disasters; explosions; terrorist acts against the City or Licensee; act of military or superior governmental authority that Licensee is unable to prevent by exercise of reasonable diligence; war; riots; or civil disorder; provided, however, that such causes are beyond the reasonable control and without the willful act, fault, failure or negligence of the Licensee. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Performance is not excused under this section following the end of the applicable event of Force Majeure. Licensee is not relieved from performing its obligations under this Agreement due to a strike or work slowdown of its employees. Force Majeure does not entitle Licensee to reimbursement of payments.

This relief is not applicable unless the affected party does the following:

15.1.1. uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and

15.1.2. provides the other party with prompt written notice of the cause and its anticipated effect.

The City Administrator will review claims that a Force Majeure that directly impacts the City or Licensee has occurred and render a written decision within 14 days. The decision of the City Administrator is final.

DRAFT

Licensee is not relieved from performing its obligations under this Agreement due to a strike or work slowdown of its employees. Licensee shall employ only fully trained and qualified personnel during a strike.

15.2. DISPUTE RESOLUTION

15.2.1. In the event of a dispute between the Parties that arises during the Term of this Agreement, the Parties shall attempt to expeditiously and amicably resolve any dispute through good faith discussions in the ordinary course of business at the level at which the dispute originates.

15.2.2. If the Parties are not able to resolve the dispute in the ordinary course of business, the City Administrator and representatives of other City departments that are involved in the dispute will meet with Licensee's authorized representative in an attempt to resolve the dispute.

15.2.4. Except in emergencies, no lawsuit under or related to this Agreement by one party against the other may be filed until at least meeting has occurred between the Director of Development Services Department and executives of Network Provider with full authority to resolve the claims in the meeting or that are available contemporaneously with the meeting via live telephonic communications where the parties agree to attempt in good faith to resolve or narrow the issues; and if not resolved, and the parties agree that before initiating litigation, either party shall notify the other party of its intent to sue, and provide a copy of the draft pleading, with supporting facts and legal authorities at least fourteen (14) days before suit is filed.

15.2.5. This section does not apply to disputes that involve a question of law.

15.2.6. Notwithstanding the existence of any dispute between the Parties, insofar as is possible under the terms of this Agreement, each Party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by a court of competent jurisdiction or unless this Agreement terminates or expires under the terms provided herein.

15.3. ACCEPTANCE AND APPROVAL; CONSENT

An approval by the City Administrator, the City Engineer, or any other instrumentality of City, of any part of the Licensee's performance shall not be construed to waive compliance with this Agreement or to establish a standard of performance other than required by this Agreement or by law. Where this Agreement contains a provision that either party approve or consent to any action of the other party, such approval or consent shall not be unreasonably withheld or delayed. Except as provided for in this Agreement, the Director of Development Services Department is not authorized to vary the terms of this Agreement.

15.4. REPRESENTATIONS AND WARRANTIES

In addition to the representations, warranties, and covenants of the Licensee to the City set forth elsewhere herein, the Licensee represents and warrants to the City and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by

DRAFT

any inspection or examination made by or on behalf of the City) that, as of the Effective Date and throughout the term of this Agreement:

15.4.1. *Organization, Standing and Power.* The Licensee is a Network Provider duly organized, validly existing and in good standing under the laws of the state of its organization and is duly authorized to do business in the State of Texas and in the City. The Licensee has all requisite power and authority to own or lease its properties and assets, subject to the terms of this Agreement, to conduct its businesses as currently conducted and to execute, deliver and perform this License and all other agreements entered into or delivered in connection with or as contemplated hereby.

15.4.2. *Truthful Statements.* The Licensee warrants, to the best of its knowledge and belief, that information provided and statements made in connection with its application for this Agreement were true and correct when made and are true and correct upon execution hereof.

15.4.3. *Condition of Public Right-of-Way.* Licensee accepts the Public Right-of-Way where Network Node are authorized to be located **"AS IS,"** without any express or implied warranties of any kind.

15.5. STATEMENT OF ACCEPTANCE

Licensee and City, for themselves, their successors and assigns, hereby accept and agrees to be bound by all terms, conditions and provisions of this Agreement.

15.6. RELATIONSHIP OF THE PARTIES

Licensee shall be responsible and liable for its contractors, subcontractors, and sublicensees. The City has no control or supervisory powers over the manner or method of Licensees' contractors' and subcontractors' performance under this Agreement. All personnel Licensee uses or provides are its employees, contractors, or subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever.

15.7. SEVERABILITY

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party.

15.8. ENTIRE AGREEMENT

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

15.9. WRITTEN AMENDMENT

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Licensee. The Director of Development Services Department are only authorized to perform the functions specifically delegated to him or her in this Agreement.

DRAFT

15.10. APPLICABLE LAWS AND VENUE

15.10.1. This Agreement is subject to all Applicable Codes and Laws, and all rules and regulations of any regulatory body or officer having jurisdiction, including any lawful court or administrative decisions, judgments or orders that have been fully and finally adjudicated, including any appeals of such decisions judgments, or orders ("Decisions"). This Agreement shall be governed, construed, and enforced according to the laws of the State of Texas, without regard to its choice of law provisions.

If any material provision of this Agreement is superseded or affected by Law, then the Parties shall negotiate in good faith to revise this Agreement.

15.10.2. Subject to the Parties' obligation to submit to the dispute resolution process or mediation as described in this Agreement, Licensee shall submit any and all litigation and legal proceedings between any of the Licensee and the City to the exclusive jurisdiction of the state or federal courts in the State of Texas and waive any objections or right as to forum non conveniens, lack of personal jurisdiction, or similar grounds. Venue for any litigation relating to this Agreement is Bexar County, Texas.

15.11. NOTICES

15.11.1. All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Article I, Section 1.1 of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

15.11.2. Licensee shall address a copy to the City Engineer at the address set out in Article I, Section 1.1 of all notices pertaining to Article 6 and 8 and other notices to the City Engineer required under this Agreement.

15.11.3. Licensee shall address a copy to the City Attorney at the address set out in Article I, Section 1.1 of all notices pertaining to Article 15 and other notices to the City Attorney required under this Agreement

15.12. CAPTIONS

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

DRAFT

15.13. NON-WAIVER

If either Party fails to require the other to perform a term of this Agreement, that failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

15.14. ENFORCEMENT

The City Attorney may enforce all legal rights and obligations under this Agreement without further authorization. Licensee shall provide to the City Attorney all documents and records pertaining to this Agreement that the City Attorney requests to assist in determining Licensee's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

15.15. AMBIGUITIES

If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

15.16. SURVIVAL

Licensee and the City shall remain obligated to the other Party under all provisions of this Agreement that expressly or by their nature extend beyond the termination or expiration of this Agreement, including, but not limited to, the provisions regarding warranty, indemnification and confidentiality.

All representations and warranties contained in this Agreement shall survive the term of the Agreement.

15.17. RESERVED

15.18. PARTIES IN INTEREST

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Licensee only.

15.19. REMEDIES CUMULATIVE

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

15.20. LICENSEE DEBT

IF CITY ADMINISTRATOR BECOMES AWARE THAT LICENSEE OWES ANY DELINQUENT SUM OF MONEY IN AN AMOUNT GREATER THAN $100.00 TO THE CITY OR ANY AFFILIATE ENTITY FOR AD VALOREM TAXES ON REAL OR PERSONAL PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE CITY ("DEBT"), IT SHALL NOTIFY LICENSEE IN WRITING. IF LICENSEE DOES NOT PAY THE DEBT WITHIN 30

DRAFT

DAYS OF SUCH NOTIFICATION, THE CITY ADMINISTRATOR MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO LICENSEE BY THE CITY UNDER THIS AGREEMENT.

15.21. PARTS INCORPORATED

All of the above-described sections listed in the Table of Contents and the listed exhibits are made a part of and incorporated into this Agreement.

15.22. CONTROLLING PARTS

If a conflict between the sections of the Agreement and any of the exhibits arises, the sections of the Agreement control over the exhibits.

15.23. SIGNATURES

IN WITNESS WHEREOF, the Original Signatories, through their duly authorized officers, have executed this Agreement in multiple counterparts, each of equal force and effect, effective as of the as of the date signed by the Mayor.

LICENSEE/NETWORK PROVIDER:

_____

_____
Name:
Title:
Tax Identification No.:
ATTEST/SEAL:

_____
Name:
Date Signed. _____

CITY:

CITY OF HELOTES, TEXAS
Signed by:

_____
Mayor
Date Signed. _____
ATTEST/SEAL:

_____
City Secretary

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[1] **The definitions as used in Tx. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used and control over any conflicts with the Agreement.**

Tx. Loc. Gov. Code, Chapter 284, Sec. 284.002. DEFINITIONS. In this chapter:
(1) "*Antenna*" means communications equipment that transmits or receives electromagnetic radio

frequency signals used in the provision of wireless services.

(2) "*Applicable codes*" means:

(A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and

(B) local amendments to those codes to the extent not inconsistent with this chapter.

(3) "*Collocate*" and "*collocation*" mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

(4) "*Decorative pole*" means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

(5) "*Design district*" means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

(6) "*Historic district*" means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

(7) "*Law*" means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

(8) "*Macro tower*" means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Section 284.103 and that supports or is capable of supporting antennas.

(9) "*Micro network node*" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

(10) "*Municipally owned utility pole*" means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

(11) "*Municipal park*" means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

(12) "*Network node*" means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

(i) equipment associated with wireless communications;

(ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and

(iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

(i) an electric generator;

(ii) a pole; or

(iii) a macro tower.

(13) "*Network provider*" means:

(A) a wireless service provider; or

(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

(i) network nodes; or

(ii) node support poles or any other structure that supports or is capable of supporting a network node.

(14) "*Node support pole*" means a pole installed by a network provider for the primary purpose of supporting a network node.

(15) "*Permit*" means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

(16) "*Pole*" means a service pole, municipally owned utility pole, node support pole, or utility pole.

(17) "*Private easement*" means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

(18) "*Public right-of-way*" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

(A) a private easement; or

(B) the airwaves above a public right-of-way with regard to wireless telecommunications.

(19) "*Public right-of-way management ordinance*" means an ordinance that complies with Subchapter C.

DRAFT

(20) "*Public right-of-way rate*" means an annual rental charge paid by a network provider to a municipality related to the construction, maintenance, or operation of network nodes within a public right-of-way in the municipality.

(21) "*Service pole*" means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

(A) a pole that supports traffic control functions;

(B) a structure for signage;

(C) a pole that supports lighting, other than a decorative pole; and

(D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

(22) "*Transport facility*" means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

(23) "*Utility pole*" means a pole that provides:

(A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or

(B) services of a telecommunications provider, as defined by Section 51.002, Utilities Code.

(24) "*Wireless service*" means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

(25) "*Wireless service provider*" means a person that provides wireless service to the public.

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