THE STATE OF TEXAS §
CITY OF BALCONES HEIGHTS §
COUNTY OF BEXAR §

Johnny A. Rodriguez Jr., Mayor
Jack Burton, Council, Place 1
David Sellars, Council, Place 2
Juan M. Lecea, Jr., Council, Place 3
Mark Saenz, Mayor Pro Tem/Council, Place 4
Miguel C. Valverde, Council, Place 5

REGULAR CITY COUNCIL MEETING
AGENDA

NOTICE IS HEREBY GIVEN THAT THE ABOVE CALLED MEETING OF THE GOVERNING BODY OF THE CITY OF BALCONES HEIGHTS, TEXAS, WILL BE HELD ON Monday, August 26, 2024 at 6:00 p.m., IN THE JUSTICE CENTER/COUNCIL CHAMBERS, LOCATED AT 3300 HILLCREST DRIVE, BALCONES HEIGHTS, TEXAS, 78201 TO CONSIDER AND ACT UPON ANY LAWFUL SUBJECT WHICH MAY COME BEFORE SAID MEETING, INCLUDING, AMONG OTHERS, THE FOLLOWING ITEMS TO BE DISCUSSED AND ACTED UPON:

CALL TO ORDER AND RECORDING OF QUORUM

INVOCATION AND PLEDGES OF ALLEGIANCE TO THE U. S. A. AND TEXAS FLAGS

Here are the words to the Texas pledge:

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

PUBLIC COMMENT PERIOD

At this time persons who have submitted comments in writing prior to the meeting will have those comments read aloud and entered into the record. During the Citizens to be Heard section, no council discussion and/or action may take place except to place it on a future agenda so that it may be considered.

PRESENTATIONS:

CONSENT AGENDA ITEMS:

a. Approval of minutes for Special/Workshop Meeting of July 8, 2024
b. Approval of minutes for Regular Meeting of July 22, 2024
c. Finance Report for the month of July 2024

BUSINESS ITEMS:

1. Johnny Rodriguez, August 26, 2024 State of City Address. (Mayor)

2. Retirement Announcement and Acceptance of Gilbert Perales, City Administrator Effective September 20, 2024. (Mayor)

3. Retirement Announcement and Acceptance of Delia R. Sanchez, City Secretary Effective September 30, 2024. (Mayor)

4. Council will hold a **PUBLIC HEARING** to receive public comments on amending Section 153.3.1.16 of the Zoning Code for the property located at 7001 W IH 10 to allow the installation of a 55 ft. electronic sign with the dimensions of 15 ft. by 30 ft.

5. The City Council will consider and take **ACTION** on the Planning and Zoning Commission's recommendation regarding the request submitted by Tamir Enterprises LTD to allow the installation of a 55 ft. electronic sign for property located at 7001 W IH 10. (A. Lara)

6. Property Manager Sid Weiss to discuss issues pertaining to Wonderland of the Americas (WOTA). (Mayor)

7. Property Manager Sid Weiss to present power point presentation to discuss general plan to move the City's 2040 Strategic plan. (Mayor)

8. Discussion and **ACTION** to consider providing continued HOT Fund Financial Assistance to the Sociedad Cultural Hispano Americana for their annual event October 13, 2024 at the Wonderland of Americas. Sociedad Cultural Hispano Americana to present power point presentation. (Mayor)

9. The council will hold a **PUBLIC HEARING** to receive public comments regarding the adoption of the City of Balcones Heights property tax abatement guidelines and criteria.

10. Discussion to adopt a tax abatement ordinance with guidelines and policy statement on establishing criteria for tax abatement guidelines and evaluating incentive applications. (Perales)

11. Consideration and **ACTION** to adopt a resolution to approve the exclusive franchise agreement with Frontier Texas Ventures I, LLC for the collection, hauling and disposal of municipal solid waste. (Perales)

12. Discussion and Action to initiate process of contacting various educational colleges and universities to recruit retain and implement the use of unpaid interns to be independently assigned to assist with the operations of Mayor's Office, City Administrator, City Secretary, Police, Community Development, Community and Public Affairs Departments respectively. (Mayor)

13. Discussion and Action on utilizing best management practice to review and amend salary compensation, Job Description and duties of City Secretary. Upon completion of review the employment opportunity needs to be publicly advertised for the solicitation of applicants for the job opening of a City Secretary for the City of Balcones Heights (Mayor)

14. Discussion and Action on City Council Accepting Gilbert Perales, City Administrator Notice of Retirement effective September 20, 2024. Retain the executive recruitment services of Clear Career Professionals. In the interim prepare and offer a temporary contract for no more than

90 days employment to City Administrator Gilbert Perales at 50% reduction of his current salary in the spirit of goodwill/care and consideration of the city's severe budget deficit. Clear Career Professionals can provide a temporary city administrator and city secretary at a discounted hourly rate.

15. Discussion and possible action to request current City Administrator, Gilbert Perales, remain in role at current pay until a replacement, either temporary or full-time, has been hired, with a period of two weeks to transfer duties and bring the replacement City Administrator up to speed on city business. (CM Saenz)

16. Discussion and possible action to amend the Code Book of Ordinances Section 31.27 to include a requirement that any individual filling the role of City Administrator meet the minimum qualifications as detailed in the City Administrator Job Description. (CM Saenz)

17. Discussion and Action to discuss and address concerns to retain Davidson Troilo Ream & Garza, to conduct the search for City Administrator and the potential of a Conflict of Interest under the Texas Rules of Disciplinary Rules of Professional Conduct. (Mayor)

18. Discussion and recommendation to hire the law office of Davidson Troilo Ream & Garza, P. C. to search for City Administrator. (Lecea)

19. Discussion and **Action to not outsource** The Balcones Heights Police and Fire Dispatch Services. (Mayor)

20. Consideration and **ACTION** to consider application received from Marshall F. Hebert to serve on the Board of Adjustments and Appeals for the term of June 2024 – June 2026.

21. Consideration and **ACTION** regarding the nomination phase for the 2025 Election of Bexar Appraisal District Board of Directors. (Mayor)

22. Discussion and **ACTION** to consider the EDC Board's recommendation for a joint EDC/City Council meeting hosted by the EDC. (Perales)

23. Discussion and possible action to require that all meeting agenda items proposed by Mayor or City Council that may have possible action include supporting documentation. (CM Saenz)

24. Discussion and Action to respectfully request Councilmembers to make an extra effort to begin working together to build collaboration and make suggestions and place items on the agenda that are constructive and conducive to solving the dire financial needs of our city, helping our community, fellow citizens and promoting business community prosperity. (Mayor)

25. Department Reports and Q&A (Police Department, Fire Department, Community Development, and Economic Development & Public Affairs)

ANNOUNCEMENTS, COMMENTS, AND REQUESTS:

26. Announcements/Comments by Mayor and Council Members.

27. Announcements by City Administrator.

28. Agenda Item Requests by Mayor and Council Members to be placed on a future City Council agenda.

EXECUTIVE SESSION:

RE-CONVENE IN OPEN SESSION:

ADJOURNMENT:

DECORUM REQUIRED
Any disruptive behavior, including shouting or derogatory statements or comments may be ruled out of order by the Presiding Officer.

The Balcones Heights City Council reserves the right to adjourn into **executive session** at any time to discuss any of the matters listed above, as authorized by Texas Government Code § 551.071 (Consultation with Attorney) § 551.072 (Deliberations about Real Property) § 551.073 (Deliberations about Gifts and Donations) § 551.074 (Personnel Matters) § 551.076 (Deliberations about Security Devices), and § 551.086 (Economic Development)

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the bulletin board, at the Justice Center / City Hall of Balcones Heights, Texas, in a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time: August 22, 2024 at 5:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

City of Balcones Heights, Texas

DELIA R. SANCHEZ
City Secretary

I certify that the attached notice and agenda of items to be considered by the City Council were removed by me from the posting window at the Justice Center on the _____.

City of Balcones Heights
Special City Council Meeting
3300 Hillcrest Drive, Balcones Heights, 78201

Minutes

DATE: July 8, 2024 TIME: 12:01 p.m.

Members Present:	Johnny A. Rodriguez, Jr.	Jack Burton	Juan M. Lecea, Jr.
	Mark Saenz	David Sellars **(12:52 p.m.)**	
Members Absent:	Miguel C. Valverde		
Signed in Sheet:	Madeline Slay		

CALL TO ORDER AND RECORDING OF QUORUM

Meeting was called to order and quorum was present.

INVOCATION AND PLEDGES OF ALLEGIANCE TO THE U. S. A. AND TEXAS FLAGS

Councilmember Burton gave the invocation and led pledges.

PUBLIC COMMENT PERIOD

Lamar Gillian – Item 1

BUSINESS ITEMS

Item #2 was addressed prior to Item #1.

1. Budget Workshop for the fiscal year beginning October 1, 2024 and ending September 30, 2025.

City Administrator Gilbert Perales gave a presentation on the following:

A reminder of this FY's challenges and efforts:

- Red Light Camera ended May 24, 2024
- Association contract included provisions that resulted in unintended financial impact
- 45.7 interest ownership in WOTA and none of the anticipated windfall has materialized

Steps to mitigate:

- Terminated warrant officer's contract
- Explore outsourcing dispatch
- Furloughed position created for Red Light Cameras
- PD salary structure
- eliminated compensatory time
- insurance option offers went from 4 to 2

- insourced janitorial
- converted fire pick-up truck to a rapid response vehicle

Finance Director Floyd Messick gave a presentation on the following:

FY2025 Budget Workshop #1

- Overview
- Total Budget – Revenues – Expenses
- Personnel Costs
- Total Debt
- Debt Timeline
- General Fund
- Capital Fund
- Special Revenue Funds
- Economic Development Fund
- Streets
- Economic Incentive
- Forfeitures
- Traffic Safety
- BHCC&PD
- Hotel Occupancy Tax
- Seized Cash
- Child Safety
- Impound
- Auction
- Court Security
- Federal Grants
- Grants

Mayor called for a recess at 2:11 p.m. and reconvened at 2:18 p.m.

- Peg
- Debt Service
- Proprietary Funds
- Sewer
- Storm Water
- Property Tax Rate – Definitions – Historic Value – Revenue Required – Proposed Tax Rate – Tax Rates – Historic Tax Rates – Average Home – Taxing Entities – Levy by Property Type
- Summary
- Questions?

Resident Lamar Gillian – WOTA

- Next Budget Workshop – August 5, 2024 at 6:00 p.m.

2. Discuss and provide staff direction regarding the sealed bids collected for Solid Waste Collection & Disposal Services and selection to award contract. (Perales)

City Administrator came up to brief council on the four RFP's received for solid waste collection and disposal services. Recommendation was made to allow staff to negotiate with company b.

MOTION: I want to make a motion to accept the city's recommendation to use column b and direct Mr. Perales to use the 2 times per week garbage pick up and 1 time per week recycle.

Motion by: Mark Saenz Seconded by: Juan Lecea 3/0/0 PASSED

ADJOURNMENT:

Meeting adjourned at 3:09 p.m.

Submitted by:

Delia R. Sanchez
City Secretary

City of Balcones Heights
Regular City Council Meeting
3300 Hillcrest Drive, Balcones Heights, 78201

Minutes

DATE: July 22, 2024 TIME: 6:00 p.m.

Members Present:	Johnny A. Rodriguez, Jr.	Jack Burton	David Sellars
	Miguel C. Valverde	Juan M. Lecea, Jr.	Mark Saenz
Members Absent:	None		
Signed in Sheet:	Agnes Lecea	Janessa Lecea	Lamar Gillian
	Tracy Ebersole	Hebert, M.	Stanford Smith
	Gloria Cantu	Inkie Gillian	

CALL TO ORDER AND RECORDING OF QUORUM

Meeting was called to order and quorum was present.

INVOCATION AND PLEDGES OF ALLEGIANCE TO THE U. S. A. AND TEXAS FLAGS

Councilmember David Sellars gave the invocation and led pledges. Mayor Rodriguez recited the Lord's prayer.

PUBLIC COMMENT PERIOD

Tracy Ebersole – Item 1 (Opposed) and Item 5
Suzanne de Leon – Item 1
Lamar Gillian – Item 1, 17, 18 35, 10 (Spoke on Item 1)

PRESENTATIONS:

- Introduction of new Police Officers

  Chief Jahanara introduced Officer Sharon Rodriguez, gave the oath, and was pinned by son.
  Chief Jahanara introduced Officer Hunter Saenz, gave the oath, and pinned him.
  Chief Jahanara introduced Officer Matthew Redd, gave the oath, and was pinned by fiancé.

- Payroll Week Proclamation (Mayor)

Mayor Johnny A. Rodriguez, Jr. presented the proclamation to Denise Kelley, Payroll Administrator with the Holt Group.

CONSENT AGENDA ITEMS:

a. Approval of minutes for Special/Workshop Meeting of June 10, 2024
b. Approval of minutes for Regular Meeting of June 24, 2024

c. Finance Report for the month of June 2024

MOTION: Motion to approve in their entirety.

Motion by: Mark Saenz Seconded by: Juan Lecea Record Vote 5/0/0 PASSED

BUSINESS ITEMS:

1. The council will hold a **PUBLIC HEARING** to receive public comments on a special use permit (SUP) request submitted by applicant and property owner GTHQ LLC for the property located at 6901 W. Interstate 10.

The Public Hearing opened at 6:32 p.m.

Lamar Gillian – In Favor
Suzanne de Leon – In Favor

The Public Hearing closed at 6:39 p.m.

2. The council will consider the Planning and Zoning Commission's recommendation and take **ACTION** on the SUP request submitted by applicant and property owner GTHQ LLC for the property located at 6901 W. Interstate 10 to use as Wholesale Trade, with no outdoor sales or display and Lodging-Dormitory. (A. Lara)

Director of Community Development Albert Lara gave a power point presentation on the following:

- Property Description and Location
- Current Zoning in the area
- Zoning Request
- Special Use Permit (SUP)
- Recommendation

Joe Kemp the representative for GTHQ came up to brief council on the organization. There was a question-and-answer period.

MOTION: Motion to call the question.

Motion by: Mark Saenz Seconded by: Miguel Valverde Record Vote 5/0/0 PASSED

MOTION: I make a motion to approve the Special Use Permit (SUP) for GTHQ LLC.

Motion: Mark Saenz Seconded by: Miguel Valverde Record Vote 5/0/0 PASSED

3. City Council will hold a **Public Hearing** for the Balcones Heights Crime Control & Prevention District's proposed annual operating budget for the period of October 1, 2024 through September 30, 2025.

The Public Hearing opened at 6:59 p.m.

Councilmember Mark Saenz left the council chambers at 7:00 p.m. and returned at 7:02 p.m.

Finance Director Floyd Messick briefed council on the FY 2024-2025 Crime Control and Prevention District budget.

The Public Hearing closed at 7:03 p.m.

4. Consideration and **ACTION** to adopt a Resolution approving FY 2024-25 Balcones Heights Crime Control & Prevention District Budget. (Messick)

MOTION: Motion to approve.

Motion by: Mark Saenz Seconded by: Juan Lecea Record Vote 5/0/0 PASSED

5. Discussion and possible **ACTION** to repeal the ordinance on requirements of banners. (Mayor)

Councilmember Saenz had concerns on the wording of the agenda item and called Tracy Ebersole to clarify prior to his power point presentation.

MOTION: Motion to table until it is presented to the Planning and Zoning Committee.

Motion by: Mark Saenz Seconded by: Juan Lecea Record Vote 5/0/0 PASSED

MOTION: Call to question.

Motion by: Juan Lecea Seconded by: Mark Saenz Record Vote 4/1/0 PASSED

NAY VOTE: Jack Burton

6. Consideration and **ACTION** to appoint members to the Board of Adjustments and Appeals for the term of June 2024 – June 2026.

Recommendation was made to re-appoint Councilmember Juan M. Lecea, Jr. for a term of June 2024 – June 2026 and appoint Councilmember David Sellars for the remainder of term through June of 2025 as Alternate Members.

MOTION: Motion to approve appointments of Alternate Member's Juan Lecea and David Sellars for the terms stated.

Motion by: Mark Saenz Seconded by: Jack Burton Record Vote 5/0/0 PASSED

7. Discussion to adopt a tax abatement ordinance with guidelines and policy statement on establishing criteria for evaluating incentive applications. (Perales)

City Attorney Frank Garza explained the process of tax abatements for incentive applications.

MOTION: Motion to direct the City Administrator and Finance Director to come up with proposals for potential tax abatements.

Motion by: Mark Saenz Seconded by: Juan Lecea Record Vote 4/1/0 PASSED
Nay Vote – David Sellars

8. Consideration and **ACTION** to provide authorization to solid waste provider to start meeting with BH customers. (Perales)

City Administrator Gilbert Perales requesting authorization from the council to allow Frontier Waste Solutions to meet with customers to identify what their needs are.

MOTION: Motion to authorize.

Motion by: David Sellars Seconded by: Mark Saenz Record Vote 5/0/0 PASSED

Mayor Rodriguez called for a recess at 7:47 p.m. and reconvened at 7:56 p.m.

9. Discussion and possible **ACTION** to adopt a resolution placing candidates names in nomination for election to the Board of Trustees of TML-IRP. (Mayor)

MOTION: Motion to table.

Motion by: David Sellars Seconded by: Mark Saenz Record Vote 5/0/0 PASSED

10. Roles and responsibilities of Mayor, Council and City Administrator. (Lecea)

Lamar Gillian – history on Council Relations Policy

Councilmember Lecea and Councilmember Saenz – concerns with Council and Employee relations and interference with roles of City Administrator

MOTION: Call for the question.

Motion by: Juan Lecea Seconded by: Mark Saez Record Vote 5/0/0 PASSED

11. Remarks on the observations of the last three council meetings (Valverde)

Councilmember Valverde – concerns with unprofessional behavior with elected officials and staff

12. Discussion and possible ACTION on agenda item limits and discussion time limits (Valverde)

Councilmember Valverde's stated concerns with length of meetings and made recommendations for policy:

- Have meetings no later than 9:30 p.m.
- Limit discussion to 10 minutes per agenda item unless extended time is approved by council
- Reschedule items not taken care of for next month's meeting
- No need to call special meeting to continue the items that were not taken care of unless there is an issue that needs immediate attention

The City Attorney stated the Council Relations Policy, Section II, B: Mayoral Responsibilities #6 and #7 and read Section II, C: Council Responsibilities #7 in response to the discussion.

MOTION: Motion to deny.

Motion by: Jack Burton Motion failed for lack of second

MOTION: Motion to accept Mr. Valverde's suggestion for a 10-minute time limit per item (council discussion) unless it's approved for additional discussion by the majority of the city council.

Motion by: Mark Saenz Seconded by: Miguel Valverde Record Vote 4/1/0 PASSED
NAY VOTE: Jack Burton

13. Department Reports and Q&A (Police Department, Fire Department, Community Development, and Economic Development & Public Affairs)

- Police Chief Jahanara – Community Policing, Dispatch Chairs, Police Appreciation
- Fire Chief Marroquin – Calls for Service
- Director of Community Development Albert Lara – CPS Energy, Public Open House, Flashing Stop Signs, Novak Park restrooms, Code Compliance Meetings
- Finance Director - County's numbers received

ANNOUNCEMENTS, COMMENTS, AND REQUESTS:

14. Announcements/Comments by Mayor and Council Members.

Councilmember Valverde – Veteran's Day Event
Mayor Rodriguez – Jazz Fest, TML Newly Elected attended by Mayor, Councilmember Burton, and Councilmember Sellars

15. Announcements by City Administrator.

- Senator Melendez requested additional space vacated by Economic Development
- RFP's Search Firms for City Administrator
- Status on 201 and 203 Altgelt Ave.

16. Agenda Item Requests by Mayor and Council Members to be placed on a future City Council agenda.

- Property line for car wash – retaining wall – Civil matter
- Beautification of the city

9:39 p.m. EXECUTIVE SESSION Item 17 and Item 18 held in open session:

Councilmember Lecea and City Administrator Gilbert Perales requested the Executive Session to be in Open Session.

Mayor Rodriguez called for a recess at 9:41 p.m. and reconvened at 9:51p.m.

17. Discussion pursuant to 551.074 (Personnel Matters) regarding complaint filed by Mayor Johnny Rodriguez against Councilman Juan Lecea, Jr.

Mayor Rodriguez – Read a letter of complaint against Councilmember Lecea at the May 20, 2024 City Council Meeting.

Councilmember Lecea – Informed council of his account of the situation referenced by the Mayor.

18. Discussion pursuant to 551.074 (Personnel Matters) pertaining to City Administrator Gilbert Perales to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: or to hear a complaint or charge, against an officer or employee.

Mayor Rodriguez read a list of items of concern in reference to the City Administrator.

RE-CONVENE IN OPEN SESSION:

19. Council may act in open session on items discussed in executive session.

No Action

ADJOURNMENT:

MOTION: Motion to adjourn.

Motion by: David Sellars Seconded by: Juan Lecea Record Vote 5/0/0 PASSED

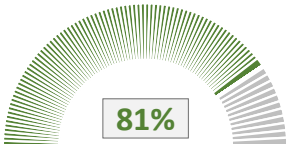
Submitted by:

DELIA R. SANCHEZ
City Secretary

July 2024 Budget Summary

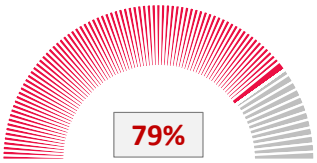
- ***We have completed 10 months of the FY2024 budget year***
- ***July 2024 Budget Target is 83% for Revenues & Expenses***

General Fund Revenues



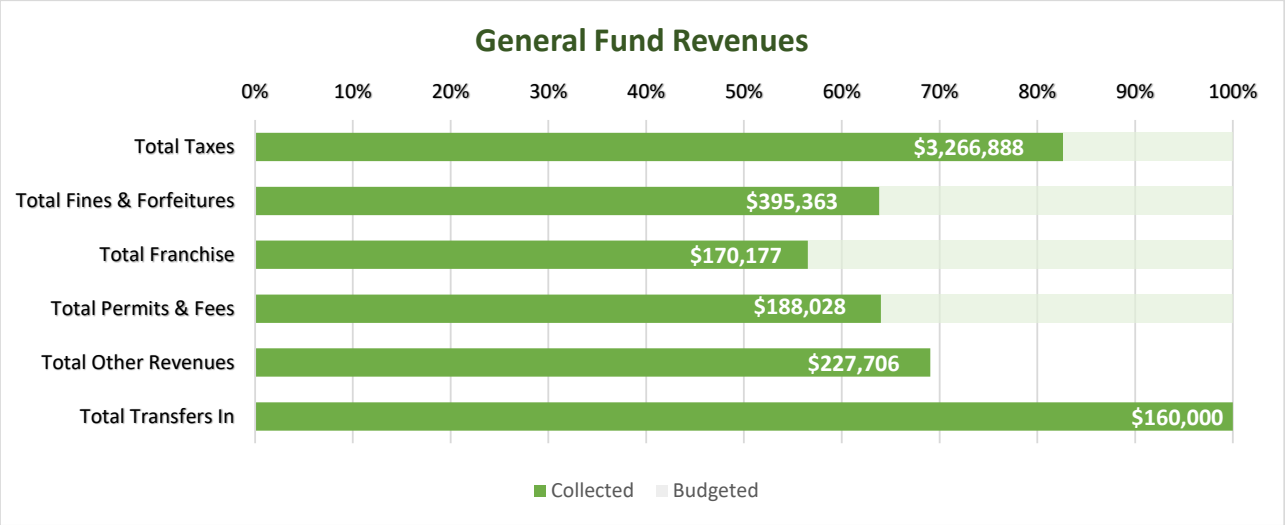
- General Fund revenue is $4.4M, or 81% of what was budgeted.
- General Fund revenues are up $110K, or 2.5% over revenues from last year at this time.
- July Sales Tax collections are up 4.5% compared to July collections last year.
- Total Sales Tax collections for FY24 are up 3.3% over total collections at this time in FY23.
- Sales tax collections are two months in arrears. July collections were for May.

General Fund Expenditures

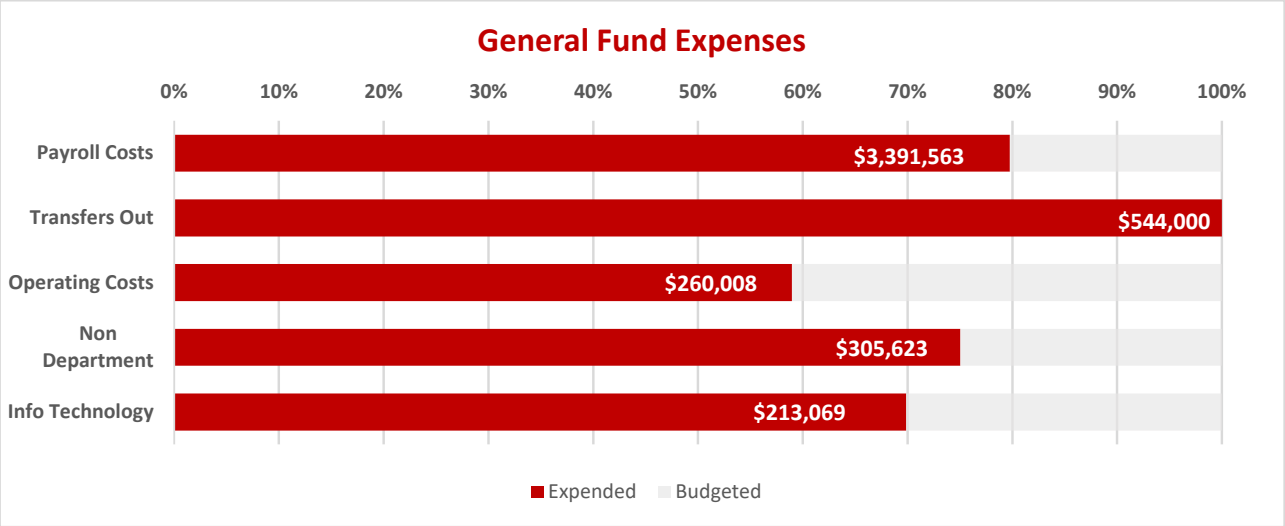


- General Fund expenses are $4.7M, or 79% of what was budgeted.
- General Fund expenses are up $111K, or 2.4% over expenditures from last year at this time.
- The largest budget category, payroll costs, are under the budget target at $3.4M, or 80%.
- Revenue/Expenses in the General Fund is ($306,101) as the amended budget records $496K more of expenses than revenues.

General Fund Revenues by Type:



General Fund Expenses by Category:



General Fund Highlights

- Ad Valorem taxes are nearly 97% collected. Sales taxes, which are two months behind, are 59% collected.
- Sales tax collections were down earlier in the year but have rebounded since. Total Sales Tax collections for FY2024 are up 3.3% over total collections at this time in FY2023.
- Total General Fund Payroll Costs are below the budget target at 72%.
- General Fund Revenues/Expenses are in the red (224,058) due to recording the Sweep of $544K to the Capital Fund and subsequent budget amendment in March 2024.

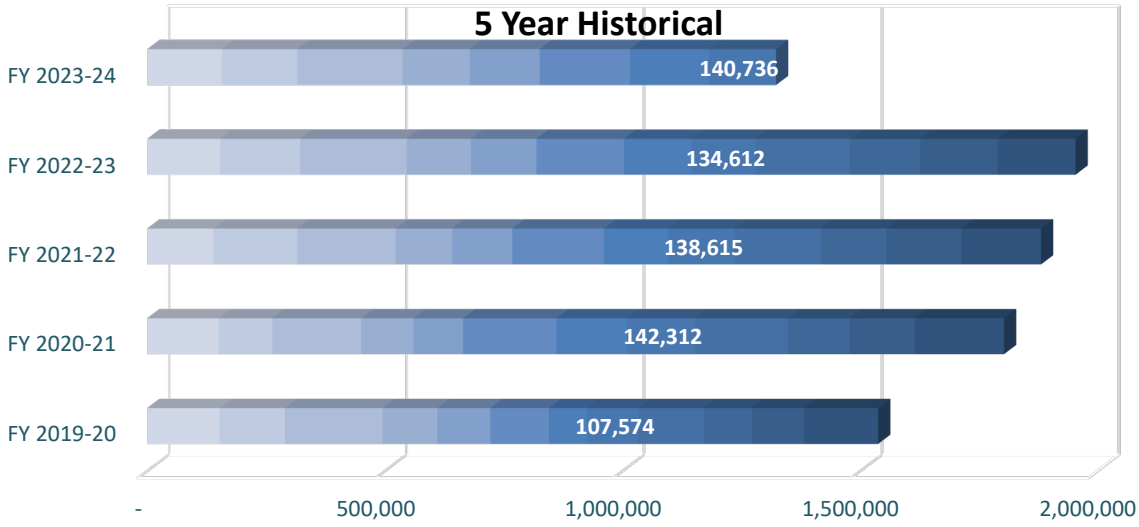
General Fund Expenses by Department:

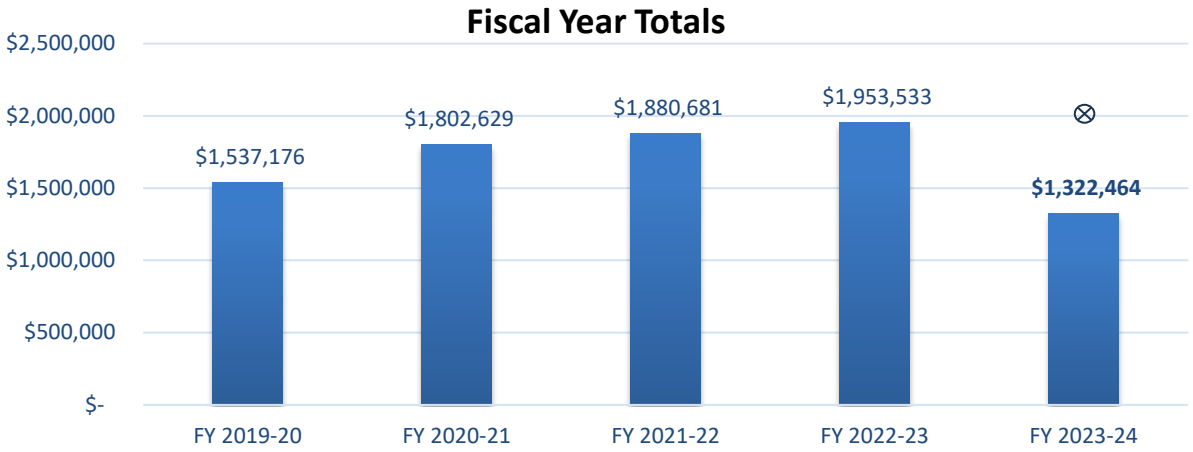
Deaprtment	FY24 Approved	July 2024	% of Budget	July 2023
Council	15,250	10,009	66%	11,157
Administration	530,799	458,637	86%	371,680
Information Technology	305,000	213,069	70%	199,822
Municipal Court	246,526	202,121	82%	265,477
Police	1,099,065	869,662	79%	823,205
Communications	427,061	355,366	83%	322,272
Fire	1,759,909	1,347,598	77%	1,362,449
Community Development	289,052	207,953	72%	195,024
Public Works	151,124	105,474	70%	114,168
Animal Control	5,800	658	11%	8,444
Health Services	12,000	10,000	83%	10,000
Economic Development & PA	156,142	84,092	54%	89,248
Non-Departmental	951,355	849,623	89%	830,776
Totals	**5,949,083**	**4,714,262**	**79.2%**	4,603,720

- Non-Departmental is over budget for seasonal costs; we paid for audit services, insurances, and the lease for body & vehicle cameras upfront in their entirety.

General Fund Sales Taxes

- July 2024 collections were $140,736; up 4.5% over July 2023 collections.
- Total collections for FY24 are up 3.3% over the same period in FY23.
- Collections are two months in arrears - July collections were for May 2024.





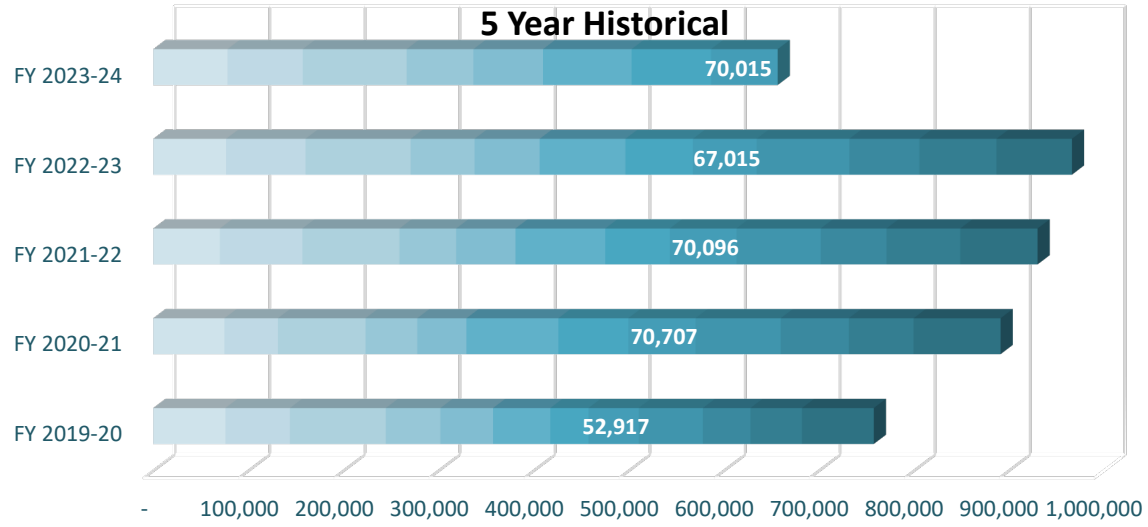
⊗ *FY24 Budget Target is $2M*

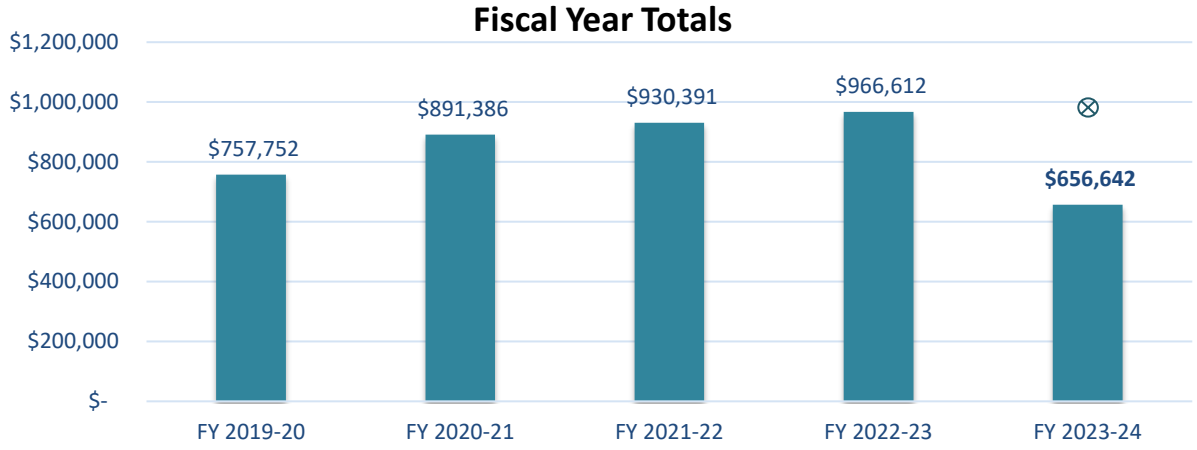
Historical Collections

Month	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Change
DEC *for* OCT	152,434	150,161	139,327	153,172	**156,648**	2.3%
JAN *for* NOV	136,870	112,720	176,213	168,309	**158,987**	-5.5%
FEB *for* DEC	205,326	187,083	207,125	224,190	**221,558**	-1.2%
MAR *for* JAN	115,517	109,911	118,495	135,280	**141,012**	4.2%
APR *for* FEB	111,527	104,367	126,516	137,563	**146,998**	6.9%
MAY *for* MAR	123,280	196,389	192,588	183,905	**189,908**	3.3%
JUNE for APR	80,442	148,210	136,310	142,647	**166,616**	16.8%
JULY *for* MAY	107,574	142,312	138,615	134,612	**140,736**	4.5%
AUG *for* JUNE	137,603	196,420	181,332	198,124		
SEPT *for* JULY	101,347	129,553	138,822	148,370		
OCT *for* AUG	109,950	137,738	157,144	163,213		
NOV *for* SEPT	155,306	187,766	168,195	164,149		
Totals	$ 1,537,176	$ 1,802,629	$ 1,880,681	$ 1,953,533	**$ 1,322,464**	**3.3%**

BHCCPD Sales Taxes

- July 2024 collections were $70,015; up 4.5% over July 2023 collections.
- Total collections for FY24 are up 3.5% over the same period in FY23.
- Collections are two months in arrears - July collections were for May 2024.





⊗ *FY24 Budget Target is $990K*

Historical Collections

Month	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Change
DEC *for* OCT	75,860	74,846	70,049	76,606	**78,073**	1.9%
JAN *for* NOV	67,885	56,237	86,801	83,510	**79,136**	-5.2%
FEB *for* DEC	100,825	92,178	102,131	110,550	**109,226**	-1.2%
MAR *for* JAN	57,428	54,363	59,557	67,258	**70,254**	4.5%
APR *for* FEB	55,338	51,731	62,356	68,453	**73,171**	6.9%
MAY *for* MAR	60,227	96,676	94,478	90,211	**93,196**	3.3%
JUNE for APR	40,171	73,578	67,889	71,034	**83,571**	17.6%
JULY *for* MAY	52,917	70,707	70,096	67,015	**70,015**	4.5%
AUG *for* JUNE	67,360	89,537	88,608	97,404		
SEPT *for* JULY	50,039	71,670	69,197	73,770		
OCT *for* AUG	54,171	68,118	77,796	81,221		
NOV *for* SEPT	75,531	91,743	81,433	79,581		
Totals	$ 757,752	$ 891,386	$ 930,391	$ 966,612	**$ 656,642**	**3.5%**

City of Balcones Heights
Investment Report
For the Month of July 2024

Account Type/Fund	Beginning Book Value	Annual Yield (%)	Deposits	Withdrawals & Transfers	Interest Earned	Ending Balance	Monthly Yield (%)	Maturity Date (Date Available)
Bank Cash								
FROST BANK								
Main Account	1,655,696.66	-	533,754.54	(808,284.65)	94.32	1,381,166.55		
Red Light Cameras	84,520.00	-	41,681.00	(84,595.00)		41,606.00		
Insurance ACH Account	145,328.74	-	84,520.00	(33,790.59)	-	196,058.15		
Seized Cash	119,245.57	-	-	-	-	119,245.57		
Total Bank Cash	**2,004,790.97**	**0.08**	**659,955.54**	**(926,670.24)**	**94.32**	**1,738,076.27**	0.007	1 day
Pool Investments								
TEXPOOL								
General Fund	763,570.29	-	-	-	3,691.13	767,261.42		
Capital Fund	357,791.16	-	-	-	1,845.56	359,636.72		
Street Fund	117,771.13	-	-	-	-	117,771.13		
BHCCD Fund	123,087.03	-	-	-	615.19	123,702.22		
Total TexPool	1,362,219.61	5.39	-	-	6,151.88	1,368,371.49	0.450	1 day
LONE STAR								
General Fund	672,062.27	-	-	-	6,492.19	678,554.46		
Capital Fund	210,577.66	-	-	-	2,705.08	213,282.74		
ATS Fund	369,381.29	-	-	-	-	369,381.29		
Hotel Fund	223,823.41	-	-	-	511.02	224,334.43		
Economic Incentive Fund	298,149.23	-	-	-	-	298,149.23		
Sewer Fund	572,301.92	-	-	-	1,082.02	573,383.94		
Total Lone Star	2,346,295.78	5.49	-	-	10,790.31	2,357,086.09	0.458	1 day
Total Pool Investments	**3,708,515.39**	**5.46**	**-**	**-**	**16,942.19**	**3,725,457.58**	0.455	
Investment in Wonderland of the Americas (WOTA)								
WOTA Investment Value	**4,962,000.00**	**-**	**-**	**-**	**-**	**4,962,000.00**		**-**
TOTAL PORTFOLIO	**$ 10,675,306.36**	**3.74**	**$ 659,955.54**	**$ (926,670.24)**	**$ 17,036.51**	**$ 10,425,533.85**	**0.312**	**1 days**

Bank Cash & Pool Values are Adjusted Monthly
Investment in WOTA is the Purchase Amount and is Not Adjusted Monthly

Weighted Average Maturity 1 days
Time needed to liquidate bank & pool funds - excludes WOTA Investment

Benchmark Interest Rates

6 Month T-Bill Rates	24-May	Jun-24	Jul-24
Rate at Beginning of the Month	5.17%	5.16%	5.12%
Rate at the End of the Month	5.17%	5.12%	4.92%

Floyd Messick
Finance Director **1-Aug-24**
(date)

Lisa Merlo
Investment Officer 8-1-2024
(date)

Gilbert Perales
City Administrator 8/01/2024
(date)

This investment portfolio represents a liquid and diverse holding by the City of Balcones Heights.
The investment strategy is to hold sufficient operating funds in the bank while investing other funds.
This portfolio is in compliance with the City's Investment Policy and the Public Funds Investment Act.

Vendor #	Invoice #	Description		Date Due	Total Amount	Check-Acct	Inv Date	Remit
Vendor Name		PO Number	1099	Date Paid	Transaction #	Trans-MMYY	Claim-Number	
CC-Transaction	CC-Vendor	CC-Name	CC-Card Number		CC-Invoice		Project-Number	
2199	233	FLAT REPAIR BH10		07/29/2024	12.00	1	07/29/2024	1
4G'S TIRES,TINT, & MUFFLERS*			Yes	07/31/2024	32430 C	07/2024		
No								
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\4G 233.pdf								
5887	2022-049-01-19	PROFESSIONAL SRVCS HILLCRES JUNE 24		07/11/2024	1260.00	1	07/11/2024	1
6S ENGINEERING, INC.*			Yes	07/11/2024	32362 C	07/2024		
No								
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\6S 19.pdf								
2480	20240729-1	EQUIPMENT REMOVAL BH01		07/29/2024	400.00	1	07/29/2024	1
A-1 CAR STEREO*			No	07/31/2024	32431 C	07/2024		
No								
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\A-1 BH01.pdf								
264	4296417833864	FD DIESEL EXHAUST FLUID		07/11/2024	22.80	1	07/11/2024	1
ADVANCE AUTO PARTS*			No	07/11/2024	32363 C	07/2024		
No								
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\ADV AUTO 4296417833864.pdf								
220	445103	PAYROLL WITHHOLDINGS		07/03/2024	35.36	1	07/03/2024	1
AFLAC*			Yes	07/03/2024	32337 C	07/2024		
No								
4207	20240703-1	REIMB MONTHLY PHONE		07/03/2024	40.00	1	07/03/2024	1
AGUILAR, HENRY*			No	07/03/2024	32338 C	07/2024		
No								
4207	20240717-1	REIMB MONTHLY PHONE JUL-2024		07/17/2024	40.00	1	07/17/2024	1
AGUILAR, HENRY*			No	07/18/2024	32386 C	07/2024		
No								
1833	5509211382	OXYGEN CYLINDERS RENTAL		07/11/2024	72.89	1	07/11/2024	1
AIRGAS USA, LLC*			No	07/11/2024	32364 C	07/2024		
No								
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\AIRGAS 5509211382.pdf								
1833	9151506716	OXYGEN CYL RENTAL JULY 24		07/11/2024	164.73	1	07/11/2024	1
AIRGAS USA, LLC*			No	07/11/2024	32364 C	07/2024		
No								
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\AIRGAS 9151506716.pdf								
369	68091	JULY 2024 NEWSLETTER		07/22/2024	405.89	1	07/22/2024	1
ALAMO MAILING COMPANY*			No	07/22/2024	32409 C	07/2024		
No								
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\ALAMO MAILING.pdf								
2129	0080341	COLLECTIONS & CITATIONS JUNE 24		07/11/2024	55728.32	1	07/11/2024	1
AMERICAN TRAFFIC SOLUTIONS*			No	07/11/2024	711202401 C	07/2024		
No								
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\ATS 0080341.pdf								
4474	437755	PD BH16 RADAR & INSTALLATION		07/29/2024	2700.50	1	07/29/2024	1
APPLIED CONCEPTS INC*			No	07/31/2024	32432 C	07/2024		
No								
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\Applied concepts 437755.pdf								
2067	6931879803	DISPATCH CONSOLE LINES		07/18/2024	1302.69	1	07/18/2024	1
AT&T*			No	07/18/2024	32387 C	07/2024		
No								

Vendor # Invoice # Description Date Due Total Amount Check-Acct Inv Date Remit
Vendor Name PO Number 1099 Date Paid Transaction # Trans-MMYY Claim-Number
CC-Transaction CC-Vendor CC-Name CC-Card Number CC-Invoice Project-Number

6829 INUS257782 FLEET3A VEHICLE CAMERAS 07/11/2024 3054.84 1 07/11/2024 1
AXON ENTERPRISE, INC.* No 07/11/2024 32365 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\AXON INUS257782.pdf

331 20240715-1 JAZZ FEST VIP EVENT 07/15/2024 1000.00 1 07/15/2024 1
BALCONES HTS ADMIN DEPT* No 07/15/2024 32384 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\JAZZ.pdf

331 20240715-2 CASH DRAWER FOR PD VEHICLE AUTION 07/15/2024 100.00 1 07/15/2024 1
BALCONES HTS ADMIN DEPT* No 07/15/2024 32385 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\PD AUCTION.pdf

2234 20240717-1 MONTHLY TOWS JUN-2024 07/18/2024 2090.00 1 07/18/2024 1
BANIS TOWING SERVICE* Yes 07/18/2024 32388 C 07/2024
No

378 050198 TOUGHBOOKS, SOFTWARE & DOCKS 07/30/2024 17344.00 1 07/30/2024 1
BAYCOM INC* No 07/31/2024 32433 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\BAYCOM 050198.pdf

2664 20240711-1 MONTHLY INSPECTIONS JUNE 24 07/11/2024 1400.00 1 07/11/2024 1
BRUCE BEALOR* No 07/11/2024 32366 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\BB JUNE 24.pdf

184 MS071624 JAZZ FEST 20245 PRECONCERT RECEPTION 07/22/2024 3997.80 1 07/22/2024 1
CATERING BY CELEBRATIONS* Yes 07/22/2024 32410 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\CATERING BY CELEBRATIONS.pdf

1885 183794701071424 COBH INTERNET, CABLE & PHONES 07/24/2024 2016.50 1 07/24/2024 1
CHARTER COMMUNICATIONS* Yes 07/25/2024 32418 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\Spectrum 1424.pdf

466 91799265 PUBLIC SAFETY RADIOS & TALK GROUPS JUINE 07/30/2024 1336.68 1 07/30/2024 1
CITY OF SAN ANTONIO* No 07/31/2024 32435 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\COSA 91799265.pdf

466 91801864 PUBLIC SAFETY RADIOS & TALK GROUPS JULY 07/30/2024 1336.68 1 07/30/2024 1
CITY OF SAN ANTONIO* No 07/31/2024 32434 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\COSA 91801864.pdf

259 20240711-1 COMBINED BILL MAY 2-2024 TO JUN 3-2024 07/11/2024 8205.37 1 07/11/2024 1
CITY PUBLIC SERVICE BOARD* No 07/11/2024 32367 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\CPS Energy COMBINED.pdf

305 4492989-0513719 PAYROLL WITHHOLDINGS 07/03/2024 2108.06 1 07/03/2024 1
COLONIAL SUPPLEMENTAL INSURANCE* No 07/03/2024 32339 C 07/2024
No

305 4492989-0613782 PAYROLL WITHHOLDINGS 07/03/2024 2108.06 1 07/03/2024 1
COLONIAL SUPPLEMENTAL INSURANCE* No 07/03/2024 32339 C 07/2024
No

Vendor # / Vendor Name / CC-Transaction	Invoice # / PO Number / CC-Vendor	Description / 1099 / CC-Name	Date Due / Date Paid / CC-Card Number	Total Amount / Transaction # / CC-Invoice	Check-Acct / Trans-MMYY	Inv Date / Claim-Number / Project-Number	Remit
2440 COMMERCE BANK* No	20240730-1	MONTHLY STATEMENT 20 MAY-2024 TO 13 JUN- No	07/30/2024 07/30/2024	9832.19 731202401 C	1 07/2024	07/30/2024	1
6933 COR PLUMBING LLC* No	3251 Image: T:\acctg\frey\BUCS\Data\FY2024\JUN-2024\Cor Plumbing Park 3251.pdf	REPAIR WATER LINES AT PARK Yes	06/18/2024 07/03/2024	714.10 32340 C	1 06/2024	06/18/2024	1
6933 COR PLUMBING LLC* No	3375 Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\COR Plumbing 3375.pdf	JC RESTROOMS REPAIRS Yes	07/29/2024 07/31/2024	190.00 32436 C	1 07/2024	07/29/2024	1
374 CUT IT CLEAN TREE & LAWN CARE* No	2024-0008 Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\CUT IT CLEAN 2024-0008.pdf	REMOVE BRANCH & HAUL AWAY Yes	07/11/2024 07/11/2024	675.00 32368 C	1 07/2024	07/11/2024	1
347 D. PLATA CONSTRUCTION CO.* No	20240719-1 Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\Crestview Pay6.pdf	CRESTVIEW 1 APP6 FINAL RETAINAGE Yes	07/19/2024 07/22/2024	24742.16 32411 C	1 07/2024	07/19/2024	1
6964 DANA SAFETY SUPPLY* No	917880 Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\DANA 917880.pdf	OUTFITTING PD BH14 No	07/24/2024 07/25/2024	22381.36 32419 C	1 07/2024	07/24/2024	1
6964 DANA SAFETY SUPPLY* No	918920 Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\DANA 918920.pdf	OUTFITTING PD BH16 No	07/24/2024 07/25/2024	20856.26 32419 C	1 07/2024	07/24/2024	1
375 DAVID SELLARS* No	20240724-1 Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\SELLARS.pdf	REIMBURSE PARKING TML EVENT No	07/24/2024 07/25/2024	56.65 32420 C	1 07/2024	07/24/2024	1
1717 DAVIDSON TROILO REAM & GARZA* No	45447	GEN LEGAL SERVICES MAY-2024 Yes	07/03/2024 07/03/2024	3285.37 32341 C	1 07/2024	07/03/2024	1
1717 DAVIDSON TROILO REAM & GARZA* No	45448	MUNI JUDICIAL SERVICES MAY-2024 Yes	07/03/2024 07/03/2024	3542.20 32341 C	1 07/2024	07/03/2024	1
1717 DAVIDSON TROILO REAM & GARZA* No	45773	GEN LEGAL SERVICES JUN-2024 Yes	07/16/2024 07/18/2024	4062.20 32389 C	1 07/2024	07/16/2024	1
1717 DAVIDSON TROILO REAM & GARZA* No	45774	MUNI JUDICIAL SERVICES JUN-2024 Yes	07/16/2024 07/18/2024	2828.00 32389 C	1 07/2024	07/16/2024	1
4458 DE LAGE LANDEN FINANCIAL SERVICES* No	82815511 Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\DELAGE 82815511.pdf	COPIERS LEASE JULY 24 No	07/11/2024 07/11/2024	1250.30 711202402 C	1 07/2024	07/11/2024	1

Vendor # / Vendor Name / CC-Transaction	Invoice # / PO Number / CC-Vendor	Description / 1099 / CC-Name	Date Due / Date Paid / CC-Card Number	Total Amount / Transaction # / CC-Invoice	Check-Acct / Trans-MMYY	Inv Date / Claim-Number / Project-Number	Remit
371 DEER OAKS EAP SERVICES, LLP* No	COBH-06 2024	GROUP INSURANCE - DEER OAKS EAP No	07/03/2024 07/03/2024	303.16 32342 C	1 07/2024	07/03/2024	1
371 DEER OAKS EAP SERVICES, LLP* No	COBH24-07	GROUP INSURANCE - DEER OAKS EAP JULY 24 No	07/29/2024 07/31/2024	303.16 32437 C	1 07/2024	07/29/2024	1
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\DEER OAKS COBH24-07.pdf							
3003 DIR* No	24051138N	TEX-AN NG CHARGES JUNE 24 No	07/11/2024 07/11/2024	809.90 32369 C	1 07/2024	07/11/2024	1
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\DIR 24051138N.pdf							
3003 DIR* No	24061138N	TEX-AN NG CHARGES JUNE 24 No	07/22/2024 07/22/2024	809.90 32412 C	1 07/2024	07/22/2024	1
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\DIR 24061138N.pdf							
2983 DURR, JACOB* No	20240730-1	TESTING CENTER FEE No	07/30/2024 07/31/2024	25.00 32438 C	1 07/2024	07/30/2024	1
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\DURR CERTS.pdf							
2983 DURR, JACOB* No	231661	INCIDENT SAFETY OFFICER EXAM No	07/30/2024 07/31/2024	56.49 32438 C	1 07/2024	07/30/2024	1
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\DURR CERTS.pdf							
2983 DURR, JACOB* No	245731	OFFICER II EXAM No	07/30/2024 07/31/2024	56.49 32438 C	1 07/2024	07/30/2024	1
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\DURR CERTS.pdf							
2983 DURR, JACOB* No	246454	FIRE OFFICER II CERTIFICATION No	07/30/2024 07/31/2024	87.17 32438 C	1 07/2024	07/30/2024	1
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\DURR CERTS.pdf							
2983 DURR, JACOB* No	246564	INCIDENT SAFETY OFFICER CERTIFICATION No	07/30/2024 07/31/2024	87.17 32438 C	1 07/2024	07/30/2024	1
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\DURR CERTS.pdf							
2983 DURR, JACOB* No	249837	INCIDENT COMMANDER EXAM No	07/30/2024 07/31/2024	56.49 32438 C	1 07/2024	07/30/2024	1
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\DURR CERTS.pdf							
2983 DURR, JACOB* No	249875	INCIDENT COMMANDER CERTIFICATION No	07/30/2024 07/31/2024	87.17 32438 C	1 07/2024	07/30/2024	1
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\DURR CERTS.pdf							
4741 EAGLE PRINT* No	73279	BUSINESS CARDS MAYOR RODRIGUEZ No	07/03/2024 07/03/2024	160.00 32343 C	1 07/2024	07/03/2024	1
4741 EAGLE PRINT* No	73291	BUSINESS CARDS COUNCILMEN BURTON & SELLA No	07/03/2024 07/03/2024	305.00 32343 C	1 07/2024	07/03/2024	1

Vendor # / Vendor Name / CC-Transaction	Invoice # / PO Number / CC-Vendor	Description / 1099 / CC-Name	Date Due / Date Paid / CC-Card Number	Total Amount / Transaction # / CC-Invoice	Check-Acct / Trans-MMYY	Inv Date / Claim-Number / Project-Number	Remit
4741 EAGLE PRINT* No	73303	BUSINESS CARDS CODE OFFICER NAVA No	07/03/2024 07/03/2024	101.50 32343 C	1 07/2024	07/03/2024	1
304 ESRI* No	26207626	MAINTENANCE SOFTWARE RENEWAL Yes	07/11/2024 07/11/2024	542.04 32370 C	1 07/2024	07/11/2024	1
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\ESRI Renewal 2024-04-08.pdf							
5587 EVIDENT, INC* No	242899A	NARK II EVIDENCE KIT SUPPLIES No	07/24/2024 07/25/2024	535.02 32421 C	1 07/2024	07/24/2024	1
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\EVIDENT 242899A.pdf							
2494 FULLER'S ALAMO SAFE AND LOCK* No	24-804	REKEY OFFICE No	07/29/2024 07/31/2024	179.25 32439 C	1 07/2024	07/29/2024	1
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\FULLER 24-804.pdf							
2494 FULLER'S ALAMO SAFE AND LOCK* No	24-918	KEYS FOR ROGIERS PARK No	07/29/2024 07/31/2024	15.00 32439 C	1 07/2024	07/29/2024	1
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\FULLERS 24-918.pdf							
310 GENERATIONS FEDERAL CREDIT UNION* No	PR#13-2024	PAYROLL WITHHOLDINGS PR#13-2024 No	07/11/2024 07/11/2024	260.40 32372 C	1 07/2024	07/11/2024	1
310 GENERATIONS FEDERAL CREDIT UNION* No	PR#15-2024	PAYROLL WITHHOLDINGS PR#15-2024 No	07/17/2024 07/18/2024	260.40 32390 C	1 07/2024	07/17/2024	1
310 GENERATIONS FEDERAL CREDIT UNION* No	PR11-2024	PAYROLL WITHHOLDINGS PR#11-2024 No	07/11/2024 07/11/2024	229.92 32371 C	1 07/2024	07/11/2024	1
310 GENERATIONS FEDERAL CREDIT UNION* No	[PR#14-2024	PAYROLL WITHHOLDINGS PR#14-2024 No	07/11/2024 07/11/2024	260.40 32373 C	1 07/2024	07/11/2024	1
2236 GIVLER ENGINEERING, INC.* No	10713	BHTS-001 PHASE 2 STORM WATER No	07/11/2024 07/11/2024	2875.00 32374 C	1 07/2024	07/11/2024	1
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\GIVLER 10713.pdf							
2236 GIVLER ENGINEERING, INC.* No	10714	BHTS-007G RAPID EXPRESS No	07/11/2024 07/11/2024	590.63 32374 C	1 07/2024	07/11/2024	1
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\GIVLER 10714.pdf							
2236 GIVLER ENGINEERING, INC.* No	10715	BHTS-0071 IH-10 & GILL RD No	07/11/2024 07/11/2024	534.03 32374 C	1 07/2024	07/11/2024	1
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\GIVLER 10715.pdf							
235 GOLD'S GYM* No	214122	CORPORATE BILLING JUNE 24 No	07/30/2024 07/31/2024	25.99 32440 C	1 07/2024	07/30/2024	1
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\GOLDS.pdf							

Vendor # Invoice # Description Date Due Total Amount Check-Acct Inv Date Remit
Vendor Name PO Number 1099 Date Paid Transaction # Trans-MMYY Claim-Number
CC-Transaction CC-Vendor CC-Name CC-Card Number CC-Invoice Project-Number

235 214588 CORPORATE BILLING JULY 24 07/30/2024 25.99 1 07/30/2024 1
GOLD'S GYM* No 07/31/2024 32440 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\GOLDS.pdf

2103 0000047320 PD UNIT#BH08 TIRE INSTALL PACKAGE 07/18/2024 170.75 1 07/17/2024 1
GOODYEAR AUTO SERVICE CENTER* No 07/18/2024 32391 C 07/2024
No

2103 46528 REPLACE TIRE BH01 06/18/2024 170.75 1 06/18/2024 1
GOODYEAR AUTO SERVICE CENTER* No 07/03/2024 32344 C 06/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUN-2024\Goodyear 46528.pdf

2103 46955 BH10 TIRES 07/29/2024 304.00 1 07/29/2024 1
GOODYEAR AUTO SERVICE CENTER* No 07/31/2024 32441 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\GOODYEAR 46955.pdf

1353 20240711-1 MONTHLY STATEMENT 07/11/2024 584.37 1 07/11/2024 1
HOME DEPOT CREDIT SERVICES* No 07/11/2024 110343 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\HOME DEPOT.pdf

4725 20240729-1 DISPATCH EVAL FLORES 07/29/2024 300.00 1 07/29/2024 1
KELLY SHANNON, PHD* Yes 07/31/2024 32442 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\SHANNON FLORES.pdf

333 20240430 PD SEARCHES APR 24 07/30/2024 182.00 1 07/30/2024 1
LEXISNEXIS RISK SOLUTIONS* No 07/31/2024 32443 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\LEXISNEXIS x3.pdf

333 20240531 PD SEARCHES MAY 24 07/30/2024 182.00 1 07/30/2024 1
LEXISNEXIS RISK SOLUTIONS* No 07/31/2024 32443 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\LEXISNEXIS x3.pdf

2401 20240703-1 COLLECTION FEES APR-2024 07/03/2024 7166.48 1 07/03/2024 1
LINEBARGER GOGGAN BLAIR & SAMPSON* Yes 07/03/2024 32345 C 07/2024
No

2401 20240703-2 COLLECTION FEES JAN 2024 07/03/2024 5933.06 1 07/03/2024 1
LINEBARGER GOGGAN BLAIR & SAMPSON* Yes 07/03/2024 32345 C 07/2024
No

318 13522996 CARRIER SVCS JULY 24 07/18/2024 673.94 1 07/18/2024 1
LOOMIS* No 07/18/2024 32392 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\LOOMIS 13522996.pdf

2921 952360 MONTHLY FUEL BILL APR 24 07/30/2024 4069.88 1 07/30/2024 1
MANSFIELD OIL COMPANY OF GAINESVILL No 07/31/2024 32444 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\IMPAC 952360.pdf

2921 963629 MONTHLY FUEL MAY-2024 07/11/2024 3614.72 1 07/11/2024 1
MANSFIELD OIL COMPANY OF GAINESVILL No 07/11/2024 32375 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\IMPAC MAY-2024.pdf

Vendor # / Vendor Name / CC-Transaction	Invoice # / PO Number / CC-Vendor	Description / 1099 / CC-Name	Date Due / Date Paid / CC-Card Number	Total Amount / Transaction # / CC-Invoice	Check-Acct / Trans-MMYY	Inv Date / Claim-Number / Project-Number	Remit
2921 MANSFIELD OIL COMPANY OF GAINESVILL No	974274	MONTHLY FUEL JUN-2024 No	07/11/2024 07/11/2024	3648.40 32376 C	1 07/2024	07/11/2024	1
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\IMPAC JUN-2024.pdf							
2923 MARROQUIN, THOMAS* No	20240703-1	REIMB MONTHLY PHONE No	07/03/2024 07/03/2024	40.00 32346 C	1 07/2024	07/03/2024	1
2923 MARROQUIN, THOMAS* No	20240717-1	REIMB MONTHLY PHONE JUL-2024 No	07/17/2024 07/18/2024	40.00 32393 C	1 07/2024	07/17/2024	1
6965 MCVP VEHICLE WRAPS, LLC* No	20240716-1	VEHICLE WRAP PD UNIT#BH12 Yes	07/16/2024 07/18/2024	1700.00 32394 C	1 07/2024	07/16/2024	1
6965 MCVP VEHICLE WRAPS, LLC* No	20240717-1	VEHICLE WRAP PD UNIT#BH14 Yes	07/18/2024 07/18/2024	1700.00 32394 C	1 07/2024	07/18/2024	1
6965 MCVP VEHICLE WRAPS, LLC* No	20240717-2	VEHICLE WRAP PD UNIT#BH15 Yes	07/18/2024 07/18/2024	1700.00 32394 C	1 07/2024	07/17/2024	1
6965 MCVP VEHICLE WRAPS, LLC* No	20240717-3	VEHICLE WRAP PD UNIT#BH16 Yes	07/18/2024 07/18/2024	1700.00 32394 C	1 07/2024	07/17/2024	1
2970 MERLO, LISA* No	20240703-1	REIMB MONTHLY PHONE No	07/03/2024 07/03/2024	40.00 32347 C	1 07/2024	07/03/2024	1
2970 MERLO, LISA* No	20240717-1	REIMB MONTHLY PHONE JUL-2024 No	07/17/2024 07/18/2024	40.00 32395 C	1 07/2024	07/17/2024	1
4210 MESSICK, FLOYD* No	20240703-1	REIMB MONTHLY PHONE No	07/03/2024 07/03/2024	40.00 32348 C	1 07/2024	07/03/2024	1
4210 MESSICK, FLOYD* No	20240717-1	REIMB MONTHLY PHONE JUL-2024 No	07/17/2024 07/18/2024	40.00 32396 C	1 07/2024	07/17/2024	1
6867 METRO FIRE APPARATUS SPECIALISTS, I No	05-20170	FD ENGINE REPAIR FOAM SYSTEM No	07/29/2024 07/31/2024	1119.23 32445 C	1 07/2024	07/29/2024	1
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\Metro Fire 05-20170.pdf							
250 MISSION SQUARE* No	PR#11-2024	PAYROLL CONTRIBUTIONS PR#11-2024 No	07/11/2024 07/11/2024	1571.15 32378 C	1 07/2024	07/11/2024	1
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\ICMA PR#11-2024.pdf							
250 MISSION SQUARE* No	PR#13-2024	PAYROLL CONTRIBUTIONS PR#13-2024 No	07/11/2024 07/11/2024	1571.15 32377 C	1 07/2024	07/11/2024	1
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\ICMA PR#13-2024.pdf							

Vendor # / Vendor Name / CC-Transaction	Invoice # / PO Number / CC-Vendor	Description / 1099 / CC-Name	CC-Card Number	Date Due / Date Paid / Transaction #	Total Amount / Check-Acct / Trans-MMYY	CC-Invoice	Inv Date / Claim-Number / Project-Number	Remit
250	PR#14-2024	PAYROLL CONTRIBUTIONS PR#14-2024		07/11/2024	1571.15	1	07/11/2024	1
MISSION SQUARE*		No		07/11/2024	32379 C	07/2024		
No								
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\ICMA PR#14-2024.pdf								
250	PR#15-2024	PAYROLL CONTRIBUTIONS PR#15-2024		07/17/2024	1571.15	1	07/17/2024	1
MISSION SQUARE*		No		07/18/2024	32397 C	07/2024		
No								
1387	741689	PD LOGO		07/29/2024	88.95	1	07/29/2024	1
MONARCH TROPHY STUDIO*		Yes		07/31/2024	32446 C	07/2024		
No								
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\MONARCH 741689.pdf								
1387	745736	EDC NAME PLATES		07/29/2024	46.75	1	07/29/2024	1
MONARCH TROPHY STUDIO*		Yes		07/31/2024	32446 C	07/2024		
No								
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\MONARCH 745736.pdf								
1641	0250805	SAFETY VEST T.HERRERA		07/18/2024	730.00	1	07/17/2024	1
NARDIS PUBLIC SAFETY*		No		07/18/2024	32398 C	07/2024		
No								
1641	0256935	SAFETY VEST E.RODRIGUEZ		07/18/2024	730.00	1	07/18/2024	1
NARDIS PUBLIC SAFETY*		No		07/18/2024	32398 C	07/2024		
No								
1068	PR#13-2024	PAYROLL WITHHOLDING PR#13-2024		07/11/2024	1566.00	1	07/11/2024	1
NATIONWIDE RETIREMENT SOLUTIONS*		No		07/11/2024	32380 C	07/2024		
No								
1068	PR#14-2024	PAYROLL WITHHOLDING PR#14-2024		07/11/2024	1566.00	1	07/11/2024	1
NATIONWIDE RETIREMENT SOLUTIONS*		No		07/11/2024	32380 C	07/2024		
No								
1068	PR#11-2024	PAYROLL WITHHOLDING PR#11-2024		07/11/2024	1566.00	1	07/11/2024	1
NATIONWIDE RETIREMENT SOLUTIONS*		No		07/11/2024	32380 C	07/2024		
No								
1068	PR#15-2024	PAYROLL WITHHOLDING PR#15-2024		07/17/2024	1566.00	1	07/17/2024	1
NATIONWIDE RETIREMENT SOLUTIONS*		No		07/18/2024	32399 C	07/2024		
No								
179	2654835	PRE-HIRE SCREEN PMARTINEZ, SRODRIGUEZ, H		07/03/2024	686.88	1	07/03/2024	1
NOVA HEALTHCARE*		Yes		07/03/2024	32349 C	07/2024		
No								
179	2708829	PRE EMPLOYMENT LFLORES		07/16/2024	228.96	1	07/16/2024	1
NOVA HEALTHCARE*		Yes		07/18/2024	32400 C	07/2024		
No								
659	372729812001	OFFC SUPPLIES FOR ADM, SUPPLY RM, MAYOR		07/11/2024	98.01	1	07/11/2024	1
OFFICE DEPOT, INC.*		Yes		07/11/2024	32381 C	07/2024		
No								
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\OFFICE DEPOT.pdf								
1098	224-102015	TLFTA 2Q24 APR-JUN 24		07/29/2024	1070.02	1	07/29/2024	1
OMNIBASE SERVICES OF TEXAS, LP*		Yes		07/31/2024	32447 C	07/2024		
No								
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\TLFTA2.pdf								

Vendor # / Vendor Name / CC-Transaction	Invoice # / PO Number / CC-Vendor	Description / 1099 / CC-Name	Date Due / Date Paid / CC-Card Number	Total Amount / Transaction # / CC-Invoice	Check-Acct / Trans-MMYY	Inv Date / Claim-Number / Project-Number	Remit
2222 OMNIBUS-M, INC.* No	58413	MONITORING SERVICES JULY 24 No	07/30/2024 07/31/2024	65.00 32448 C	1 07/2024	07/30/2024	1
	Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\OMNIBUS 58413.pdf						
2222 OMNIBUS-M, INC.* No	59235	MONITORING SRVC JULY 24 No	07/24/2024 07/25/2024	65.00 32422 C	1 07/2024	07/24/2024	1
	Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\OMNIBUS 59235.pdf						
2539 PABLO'S COLLISION REPAIRS* No	RO# 210	BH10 DAMAGE REPAIR No	07/30/2024 07/31/2024	1694.76 32449 C	1 07/2024	07/30/2024	1
	Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\PABLOS 210.pdf						
6911 PERALES, GILBERT T.* No	20240722-1	REIMB TRAVEL 2024 TCMA ANNUAL CONFERENCE Yes	07/22/2024 07/22/2024	617.88 32413 C	1 07/2024	07/22/2024	1
	Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\GPERALES.pdf						
202 PITNEY BOWES PURCHASE POWER* No	20240703-1	JC POSTAGE REFILL MAY 2024 & JUNE 2024 No	07/03/2024 07/03/2024	2118.76 32350 C	1 07/2024	07/03/2024	1
499 POLICE & FIREMENS INS. ASSN.* No	07/2024	PAYROLL WITHHOLDINGS Yes	07/18/2024 07/18/2024	6.50 32401 C	1 07/2024	07/18/2024	1
355 PREMIER PLUMBING SERVICES* No	6125721	HVAC REFRIGERANT LEAK Yes	07/18/2024 07/18/2024	1195.00 32402 C	1 07/2024	07/17/2024	1
355 PREMIER PLUMBING SERVICES* No	6155827	HVAC CONDENSER FAN MOTORS QTY3 Yes	07/18/2024 07/18/2024	11961.00 32402 C	1 07/2024	07/18/2024	1
326 REVIZE* No	18578	WEBSITE HOSTING JUN 2024 - MAY 2025 No	07/03/2024 07/03/2024	5900.00 32351 C	1 07/2024	07/03/2024	1
4729 RICHARD MENCHACA* No	20240703-1	REIMB MONTHLY PHONE No	07/03/2024 07/03/2024	40.00 32352 C	1 07/2024	07/03/2024	1
4729 RICHARD MENCHACA* No	20240717-1	REIMB MONTHLY PHONE JUL-2024 No	07/17/2024 07/18/2024	40.00 32403 C	1 07/2024	07/17/2024	1
3006 ROBERT MERRILL* No	BH071924	JAZZ FEST PHOTOS Yes	07/24/2024 07/25/2024	425.00 32423 C	1 07/2024	07/24/2024	1
	Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\MERRILL BH070924.pdf						
377 RODRIGUEZ, JOHNNY* No	20240729-1	REIMB TRAVEL CONFERENCES No	07/29/2024 07/31/2024	132.46 32450 C	1 07/2024	07/29/2024	1
	Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\Rodriguez Travel.pdf						
162 RRGP* No	31284	TRIPP LITE COMPUTER CABLE No	07/18/2024 07/18/2024	17.41 32404 C	1 07/2024	07/18/2024	1

Vendor # Invoice # Description Date Due Total Amount Check-Acct Inv Date Remit
Vendor Name PO Number 1099 Date Paid Transaction # Trans-MMYY Claim-Number
CC-Transaction CC-Vendor CC-Name CC-Card Number CC-Invoice Project-Number

Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\RRGP 31284.pdf

162 31292 CJIS REMEDIATION PROJECT 07/18/2024 3397.50 1 07/18/2024 1
RRGP* No 07/18/2024 32404 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\RRGP 31292.pdf

162 31343 BARRACUDA JULY 24 07/18/2024 480.00 1 07/18/2024 1
RRGP* No 07/18/2024 32404 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\RRGP 31343.pdf

162 31366 MONTHLY IT SUPPORT JULY 24 07/18/2024 6950.00 1 07/18/2024 1
RRGP* No 07/18/2024 32404 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\RRGP 31366.pdf

162 31377 SIRIS INFINITE CLOUD RETENTION JULY 24 07/18/2024 1510.60 1 07/18/2024 1
RRGP* No 07/18/2024 32404 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\RRGP 31377.pdf

162 31440 MONTHLY IT SUPPORT AUG 24 07/24/2024 6950.00 1 07/24/2024 1
RRGP* No 07/25/2024 32424 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\RRGP AUG 24 INVOICES.pdf

162 31451 SIRIS INFINITE CLOUD RETENTION AUG 24 07/24/2024 1510.60 1 07/24/2024 1
RRGP* No 07/25/2024 32424 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\RRGP AUG 24 INVOICES.pdf

162 31467 BARRACUCDA EMAIL COMPLIANCE AUG 24 07/24/2024 480.00 1 07/24/2024 1
RRGP* No 07/25/2024 32424 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\RRGP AUG 24 INVOICES.pdf

376 97933 FD ENGINE REPAIRS 07/24/2024 1041.23 1 07/24/2024 1
SAFE INDUSTRIES* No 07/25/2024 32425 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\SAFE INDUSTRIES 97933.pdf

459 20240722-1 NTC OF PUBLIC HEARINGS 07/22/2024 577.75 1 07/22/2024 1
SAN ANTONIO EXPRESS-NEWS* Yes 07/22/2024 32414 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\SA EXPRESS NEWS.pdf

237 163669 SEWER TREATMENT & TRANSPORT MAY 24 07/18/2024 53649.10 1 07/18/2024 1
SAN ANTONIO WATER SYSTEM* No 07/18/2024 32405 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\SAWS 163669.pdf

237 163733 SEWER TREATMENT & TRANSPORT JUN 24 07/29/2024 54632.28 1 07/29/2024 1
SAN ANTONIO WATER SYSTEM* No 07/31/2024 32451 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\SAWS TREAT 163733.pdf

260 20240711-1 COMBINED BILL MAY 8-2024 - JUN 6-2024 07/11/2024 1020.03 1 07/11/2024 1
SAN ANTONIO WATER SYSTEM* No 07/11/2024 32382 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\SAWS COMBINED BILL.pdf

Vendor # Invoice # Description Date Due Total Amount Check-Acct Inv Date Remit
Vendor Name PO Number 1099 Date Paid Transaction # Trans-MMYY Claim-Number
CC-Transaction CC-Vendor CC-Name CC-Card Number CC-Invoice Project-Number

260 20240722-1 COMBINED BILL JUN 7 JUL 10-2024 07/22/2024 1192.78 1 07/22/2024 1
SAN ANTONIO WATER SYSTEM* No 07/22/2024 32415 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\COMBINED BILL SAWS JUN 7- JUL 9.pdf

239 20240703-1 REIMB MONTHLY PHONE 07/03/2024 40.00 1 07/03/2024 1
SANCHEZ, DELIA R.* No 07/03/2024 32353 C 07/2024
No

239 20240717-1 REIMB MONTHLY PHONE JUL-2024 07/17/2024 40.00 1 07/17/2024 1
SANCHEZ, DELIA R.* No 07/18/2024 32406 C 07/2024
No

301 1161645 IMPOUND LOT MONITORING JULY 24 07/29/2024 44.95 1 07/29/2024 1
SECURITY ONE* No 07/29/2024 729202401 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\SECURITY ONE 1161645.pdf

219 00528016 ARUBA SWITCH PORTS AND HARDWARE 06/18/2024 1575.00 1 06/18/2024 1
SHI GOVERNMENT SOLUTIONS* No 07/03/2024 32354 C 06/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUN-2024\SHI 00528016.pdf

4459 071724 LIGHTED GOBOS FOR JAZZ FEST 07/31/2024 175.00 1 07/31/2024 1
SOUND CITY PRODUCTIONS* Yes 07/31/2024 32452 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\Sound City-Jazz Gobos.pdf

4459 071924 JAZZ FEST 2024 SOUND, LIGHTS & PRODUCTIO 07/22/2024 10625.00 1 07/22/2024 1
SOUND CITY PRODUCTIONS* Yes 07/22/2024 32416 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\SOUND CITY PRODUCTIONS.pdf

4425 14252-000029 JAZZ FEST 2024 POSTER DESIGN 07/22/2024 350.00 1 07/22/2024 1
SOUZAMAPHONE MARKETING, LLC* Yes 07/22/2024 32417 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\SOUZAMAHONE MARKETING LLC.pdf

5895 3141358 COBRA ADMIN FEE AUG-2024 07/03/2024 70.17 1 07/03/2024 1
TASC* No 07/03/2024 32355 C 07/2024
No

1907 67489 VISITOR'S GUIDE MAGAZINE AD 07/30/2024 4008.00 1 07/30/2024 1
TEXAS MONTHLY* Yes 07/31/2024 32453 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\TEXAS MONTHLY 67489.pdf

321 JUN-2024 PAYROLL WITHHOLDINGS 07/11/2024 49042.30 1 07/11/2024 1
TEXAS MUNICIPAL RETIREMENT SY* No 07/11/2024 7112024 C 07/2024
No
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359 004714 LUBE & RELEVEL FIRESTATION DOOR 07/24/2024 174.00 1 07/24/2024 1
TEXDOOR* Yes 07/25/2024 32426 C 07/2024
No
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\TEXDOOR 4714.pdf

4858 20240703-1 HEALTH INSPECTIONS 07/03/2024 1000.00 1 07/03/2024 1
THAYER, DENNIS* No 07/03/2024 32356 C 07/2024
No

Vendor # / Vendor Name / CC-Transaction	Invoice # / PO Number / CC-Vendor	Description / 1099 / CC-Name	Date Due / Date Paid / CC-Card Number	Total Amount / Transaction # / CC-Invoice	Check-Acct / Trans-MMYY	Inv Date / Claim-Number / Project-Number	Remit
4858 THAYER, DENNIS* No	20240717-1	HEALTH INSPECTIONS JUL-2024 No	07/17/2024 07/18/2024	1000.00 32407 C	1 07/2024	07/17/2024	1
265 THE STANDARD* No	07-2024	PAYROLL WITHHOLDINGS - STANDARD No	07/03/2024 07/03/2024	2153.14 32357 C	1 07/2024	07/03/2024	1
258 UNITED HEALTHCARE* No	07/2024	UH GROUP HEALTH INSURANCE No	07/18/2024 07/18/2024	33790.59 7102024 C	1 07/2024	07/18/2024	1
2625 VALVERDE, MIGUEL* No	20240703-1	REIMB MONTHLY PHONE No	07/03/2024 07/03/2024	40.00 32358 C	1 07/2024	07/03/2024	1
2625 VALVERDE, MIGUEL* No	20240717-1	REIMB MONTHLY PHONE JUL-2024 No	07/17/2024 07/18/2024	40.00 32408 C	1 07/2024	07/17/2024	1
183 VERIZON WIRELESS* No	9966271381	CELL PHONES, TABLETS & HOTSPOTS No	07/03/2024 07/03/2024	2374.86 32359 C	1 07/2024	07/03/2024	1
6873 WARD AUCTION OF SAN ANTONIO, LLC.* No	24	ONLINE AUCTION SERVICE FEES JUL 24 No	07/24/2024 07/25/2024	1172.00 32428 C	1 07/2024	07/24/2024	1
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\WARD AUCTION 24.pdf							
337 WAVE TECHNOLOGIES* No	DG-3440	PHONES SUPPORT JULY 24 No	07/11/2024 07/11/2024	268.00 32383 C	1 07/2024	07/11/2024	1
Image: T:\acctg\frey\BUCS\Data\FY2024\JUL-2024\WAVE DG-3440.pdf							
337 WAVE TECHNOLOGIES* No	DG-3591	PHONES SUPPORT AUG 24 No	07/24/2024 07/25/2024	268.00 32429 C	1 07/2024	07/24/2024	1
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Total Invoices: 154 Amount: 529,591.03

Line Item Budget - July 2024

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	FY 2023-24 YTD OVERVIEW					
	General Fund					
	Revenue	5,317,951	5,452,778	**4,408,161**	81%	4,298,615
	Expenses	5,402,123	5,949,083	**4,714,262**	79%	4,603,720
	Revenues/Expenses	**(84,172)**	**(496,305)**	**(306,101)**		**(305,105)**
	Capital Fund					
	Revenue	1,956,014	1,598,928	**1,331,946**	83%	2,040,206
	Expenses	1,991,949	1,567,046	**486,578**	31%	1,894,131
	Revenues/Expenses	**(35,935)**	**31,882**	**845,368**		**146,075**
	Special Revenue Funds					
	Revenue	2,800,985	2,993,011	**2,248,802**	75%	1,955,690
	Expenses	3,381,769	3,984,362	**3,188,430**	80%	2,632,891
	Revenues/Expenses	**(580,784)**	**(991,351)**	**(939,627)**		**(677,201)**
	Special Revenue Funds: Federal & State Forfeiture, Streets, Traffic Safety, BHCCPD, Seized Assets, Hotel Occupancy Tax, Child Safety, Impound, Auction, Court Security, Federal & CDBG Grants, Park, Economic Incentive, Economic Development Corp., PEG, and Debt Service funds.					
	Proprietary Funds					
	Revenue	995,802	979,000	**769,957**	79%	715,539
	Expenses	1,049,993	979,000	**816,695**	83%	813,290
	Revenues/Expenses	**(54,191)**	**-**	**(46,738)**		**(97,751)**
	Proprietary Funds: Sewer & Stormwater Funds					
	Total YTD Budget - All Funds					
	Total Revenue	11,070,752	11,023,718	**8,758,867**	79%	9,010,050
	Total Expenses	11,825,835	12,479,491	**9,205,964**	74%	9,944,032
	Revenues/Expenses	**(755,083)**	**(1,455,774)**	**(447,097)**		**(933,982)**

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	General Fund					
	Fund Balance					
	Beginning Fund Balance		**1,896,177**	**1,896,177**		
	Revenues		5,452,778	4,408,161		
	Expenses		(5,949,083)	(4,714,262)		
	Revenue/Expense		(496,305)	(306,101)		
	Estimated Ending Fund Balance		**1,399,872**	**1,590,077**		
	General Fund Revenues					
	Taxes					
10-310-110	AD VALOREM TAX	1,803,216	1,925,237	**1,921,816**	100%	1,800,423
10-318-300	SALES TAX	1,953,533	2,000,000	**1,322,464**	66%	1,279,677
10-334-100	STATE MIXED DRINK TAX	31,902	28,000	**22,608**	81%	20,628
	Total Taxes	**3,788,652**	**3,953,237**	**3,266,888**	**83%**	**3,100,729**
	Fines & Forfeitures					
10-334-200	STATE COURT COSTS	20,127	26,000	**15,234**	59%	20,127
10-340-100	COURT FEES & CHARGES	70,477	70,000	**41,318**	59%	58,312
10-349-000	OTHER CHARGES	100	100	**108**	108%	100
10-350-100	COURT FINES	471,859	460,000	**299,464**	65%	382,262
10-350-150	WARRANT FEES	58,481	63,000	**39,239**	62%	50,962
	Total Fines & Forfeitures	**621,044**	**619,100**	**395,363**	**64%**	**511,762**
	Franchise Fees					
10-318-410	CPS FRANCHISE	169,291	205,000	**110,532**	54%	116,642
10-318-430	TELEPHONE FRANCHISE ROW	7,652	8,000	**3,766**	47%	3,847
10-318-440	SAWS FRANCHISE	8,480	9,000	**-**	0%	-
10-318-460	CABLE FRANCHISE	63,333	22,000	**8,381**	38%	10,156
10-318-470	BILLBOARDS	21,000	21,000	**21,000**	100%	21,000
10-318-480	GARBAGE FRANCHISE	34,979	36,000	**26,497**	74%	18,514
	Total Franchise	**304,734**	**301,000**	**170,177**	**57%**	**170,160**

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Permits & Fees					
10-320-200	FOOD ESTABLISHMENT LICENSE	21,610	28,000	**20,633**	74%	19,860
10-320-300	COIN OPERATED MACHINE	2,865	3,000	**2,790**	93%	2,865
10-321-100	OCCUPANCY PERMIT	6,880	6,800	**6,930**	102%	5,565
10-321-110	BUILDING PERMIT	98,452	100,000	**52,422**	52%	71,626
10-321-120	ELECTRICAL PERMIT	23,333	20,000	**8,619**	43%	15,702
10-321-130	PLUMBING PERMIT	31,574	18,000	**8,750**	49%	25,317
10-321-140	A/C & HEATING PERMIT	24,102	19,000	**12,305**	65%	16,519
10-321-150	LANDSCAPING PERMIT	100	500	**100**	20%	-
10-321-160	YARD SALE PERMIT	140	200	**40**	20%	100
10-321-170	PEDDLERS PERMIT	-	200	**-**	0%	-
10-321-180	LIQUOR LICENSE FEES	2,805	3,000	**3,525**	118%	2,430
10-321-190	NOTARY FEES	18	100	**12**	12%	12
10-321-200	OPEN RECORDS REQUEST	54	100	**32**	32%	54
10-321-205	PROPERTY SAFEKEEPING FEE	600	1,000	**325**	33%	525
10-321-210	SHOPPING CART RECOVERY FEES	-	100	**-**	0%	-
10-321-290	MASSAGE THERAPY LICENSE	400	500	**-**	0%	400
10-321-350	CONTRACTOR'S LICENSE	5,056	7,000	**2,325**	33%	4,756
10-321-360	HOME OCCUPATION REGISTRATIONS	110	500	**35**	7%	110
10-321-400	ALARM PERMITS	14,807	18,000	**7,810**	43%	13,907
10-321-500	SWIMMING POOL PERMIT	375	500	**342**	68%	300
10-321-600	RENTAL PROP REG FEE	26,508	30,000	**24,433**	81%	26,508
10-321-605	SPECIAL EVENTS PERMIT	-	1,800	**4,040**	224%	-
10-321-610	TEMPORARY VENDOR PERMIT	-	22,500	**17,110**	76%	-
10-340-300	ZONING & SUBDIVISION FEES	2,400	3,000	**2,481**	83%	2,350
10-340-400	PLAN CHECKING FEES	13,660	10,000	**12,970**	130%	3,410
	Total Permits & Fees	**275,849**	**293,800**	**188,028**	**64%**	**212,315**

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Other Revenues					
10-334-300	STATE LEOSE TRAINING FUNDS	1,875	1,931	**4,772**	247%	1,875
10-340-600	RETURN CHECK FEE	91	100	**35**	35%	56
10-342-100	SPECIAL POLICE SERVICES	1,002	1,000	**744**	74%	798
10-344-500	WEED CLEANING & REMOVAL	-	1,000	**-**	0%	-
10-345-600	WONDERLAND OFFICE RENT	40,260	40,260	**36,905**	92%	36,905
10-360-000	INTEREST EARNINGS	65,912	15,000	**90,313**	602%	42,097
10-364-000	SALE/COMPENSATION FIXED ASSETS	-	1,000	**-**	0%	-
10-365-000	INSURANCE PROCEEDS	21,678	5,250	**5,250**	100%	-
10-370-000	OTHER REVENUES	57,003	60,000	**89,674**	149%	82,038
10-375-100	OVER/SHORT ACCOUNT	(150)	100	**12**	12%	(120)
	Total Other Revenues	**187,672**	**125,641**	**227,706**	**181%**	**163,649**
	Transfers In					
10-370-022	TRANSFER FROM IMPOUND	80,000	80,000	**80,000**	100%	80,000
10-370-023	TRANSFER FROM AUCTION	60,000	80,000	**80,000**	100%	60,000
	Total Transfers In	**140,000**	**160,000**	**160,000**	**100%**	**140,000**
	General Fund Total Revenue	**5,317,951**	**5,452,778**	**4,408,161**	**81%**	**4,298,615**

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	General Fund Expenses					
	Council					
10-405-312	COUNCIL EVENTS	1,075	2,000	-	0%	5
10-405-325	OPERATING SUPPLIES	119	500	**1,060**	212%	119
10-405-490	TRAINING	3,957	5,000	**2,090**	42%	3,899
10-405-492	TRAVEL	8,691	6,000	**5,405**	90%	5,784
10-405-494	MEMBERSHIP DUES	750	750	-	0%	750
10-405-498	OTHER EXPENSE	652	1,000	**1,455**	145%	601
	Operating Expenses	15,244	15,250	**10,009**	66%	11,157
	Total Council	**15,244**	**15,250**	**10,009**	**66%**	**11,157**
	Administration					
10-410-150	SALARIES	361,920	390,880	**370,656**	95%	292,215
10-410-205	SSI	25,975	30,098	**27,981**	93%	20,845
10-410-210	MEDICAL	28,634	28,000	**18,432**	66%	23,749
10-410-230	TMRS	26,639	54,222	**21,403**	39%	22,022
10-410-240	WORKERS COMPENSATION	1,000	1,100	**1,100**	100%	1,000
	Personnel Expenses	444,168	504,299	**439,572**	87%	359,831
10-410-310	OFFICE SUPPLIES	2,081	3,000	**2,324**	77%	1,417
10-410-312	MEETING COSTS	220	1,000	-	0%	220
10-410-325	OPERATING SUPPLIES	659	1,000	**636**	64%	356
10-410-450	POSTAGE	5,944	5,000	**6,392**	128%	3,260
10-410-488	PRINTING	789	500	**308**	62%	402
10-410-490	TRAINING	1,557	3,000	**1,015**	34%	1,389
10-410-492	TRAVEL	2,564	6,000	**4,563**	76%	1,364
10-410-494	MEMBERSHIP DUES	815	2,000	**1,454**	73%	815
10-410-498	OTHER EXPENSE	7,735	5,000	**2,373**	47%	2,627
	Operating Expenses	22,364	26,500	**19,066**	72%	11,850
	Total Administration	**466,532**	**530,799**	**458,637**	**86%**	**371,680**

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Information Technology					
10-415-345	HARDWARE & PERIPHERALS	47,250	40,000	**3,188**	8%	17,025
10-415-346	LICENSES & SUBSCRIPTIONS	20,559	25,000	**9,520**	38%	12,251
10-415-408	MANAGED IT SERVICES	98,945	100,000	**92,905**	93%	64,342
10-415-422	DATA ACCESS & SOFTWARE	67,312	66,000	**56,571**	86%	61,628
10-415-472	INTERNET, PHONES & CABLE	31,229	45,000	**31,508**	70%	23,124
10-415-473	TABLETS & CELL PHONES	22,985	24,000	**15,937**	66%	17,732
10-415-474	PHONE REIMBURSEMENTS	4,520	5,000	**3,440**	69%	3,720
	Operating Expenses	292,799	305,000	**213,069**	70%	199,822
	Total Information Technology	**292,799**	**305,000**	**213,069**	**70%**	**199,822**
	Municipal Court					
10-420-150	SALARIES	132,946	124,738	**102,932**	83%	110,084
10-420-155	PART-TIME	29,736	26,000	**25,015**	96%	24,479
10-420-160	OVERTIME	171	500	**182**	36%	171
10-420-205	SSI	12,036	11,645	**9,248**	79%	9,952
10-420-210	MEDICAL	26,396	27,000	**17,908**	66%	22,090
10-420-230	TMRS	14,718	14,143	**11,634**	82%	12,169
10-420-240	WORKERS COMPENSATION	4,000	1,000	**1,000**	100%	4,000
	Personnel Expenses	220,002	205,026	**167,917**	82%	182,945
10-420-310	OFFICE SUPPLIES	1,207	2,000	**1,272**	64%	978
10-420-418	LEGAL SERVICES - JUDICIAL	39,329	37,000	**32,207**	87%	29,017
10-420-420	WARRANT OFFICER SERVICES	51,004	-	**-**	0%	51,004
10-420-424	PROFESSIONAL SERVICES	15	100	**-**	0%	15
10-420-488	PRINTING	721	1,000	**411**	41%	721
10-420-490	TRAINING	425	500	**150**	30%	425
10-420-492	TRAVEL	468	300	**-**	0%	262
10-420-494	MEMBERSHIP DUES	110	400	**165**	41%	110
10-420-498	OTHER EXPENSES	-	200	**-**	0%	-
	Operating Expenses	93,278	41,500	**34,204**	82%	82,531
	Total Municipal Court	**313,280**	**246,526**	**202,121**	**82%**	**265,477**

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Police Department					
10-510-150	SALARIES	507,453	656,138	**526,764**	80%	475,778
10-510-155	PART-TIME	20,739	23,600	**38,035**	161%	16,917
10-510-160	OVERTIME	43,320	48,000	**35,824**	75%	55,035
10-510-205	SSI	42,919	56,036	**43,325**	77%	40,772
10-510-210	MEDICAL	56,910	78,200	**53,422**	68%	54,320
10-510-230	TMRS	61,775	79,515	**63,060**	79%	58,548
10-510-240	WORKERS COMPENSATION	11,100	22,320	**22,320**	100%	11,100
10-510-280	UNIFORM ALLOWANCE	8,982	7,256	**13,289**	183%	8,933
	Personnel Expenses	753,197	971,065	**796,039**	82%	721,404
10-510-290	EMPLOYEE SAFETY EQUIPMENT	13,777	5,000	**5,234**	105%	6,228
10-510-310	OFFICE SUPPLIES	912	2,000	**382**	19%	800
10-510-325	OPERATING SUPPLIES	1,565	2,000	**2,105**	105%	276
10-510-335	FLEET FUEL	40,045	35,000	**25,322**	72%	27,849
10-510-350	AMMUNITION & EXPLOSIVES	4,587	5,000	**1,819**	36%	3,888
10-510-438	LABORATORY SERVICES	869	2,000	-	0%	572
10-510-440	MEDICAL SERVICES	3,707	3,000	**3,967**	132%	3,707
10-510-442	FLEET MAINTENANCE	53,091	60,000	**26,601**	44%	48,027
10-510-488	PRINTING	733	1,200	**595**	50%	733
10-510-490	TRAINING	3,374	3,000	**820**	27%	2,464
10-510-491	STATE LEOSE TRAINING	330	1,500	**1,408**	94%	330
10-510-492	TRAVEL	3,012	3,000	**2,356**	79%	2,882
10-510-494	MEMBERSHIP DUES	279	300	**327**	109%	279
10-510-498	OTHER EXPENSE	5,545	5,000	**2,686**	54%	3,766
	Operating Expenses	131,826	128,000	**73,622**	58%	101,800
	Total Police Department	**885,023**	**1,099,065**	**869,662**	**79%**	**823,205**

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Communications					
10-520-150	SALARIES	202,092	245,343	**197,541**	81%	163,430
10-520-155	PART-TIME	25,579	22,000	**57,786**	263%	20,279
10-520-160	OVERTIME	78,196	47,000	**18,110**	39%	64,690
10-520-205	SSI	22,956	24,204	**20,498**	85%	18,803
10-520-210	MEDICAL	35,452	50,000	**33,705**	67%	25,689
10-520-230	TMRS	30,805	33,013	**23,559**	71%	24,988
10-520-240	WORKERS COMPENSATION	1,500	1,000	**1,000**	100%	1,500
	Personnel Expenses	396,580	422,561	**352,199**	83%	319,378
10-520-310	OFFICE SUPPLIES	745	1,000	**339**	34%	644
10-520-325	GENERAL OPERATING SUPPLIES	220	500	**200**	40%	-
10-520-440	MEDICAL SERVICES	2,086	2,000	**1,445**	72%	1,874
10-520-490	TRAINING	365	500	**1,183**	237%	365
10-520-492	TRAVEL	228	500	**-**	0%	11
	Operating Expenses	3,644	4,500	**3,167**	70%	2,893
	Total Communications	**400,223**	**427,061**	**355,366**	**83%**	**322,272**

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Fire Department					
10-530-150	SALARIES	1,091,951	1,163,953	**906,490**	78%	903,694
10-530-155	PART-TIME	-	1,500	**-**	0%	-
10-530-160	OVERTIME	43,359	40,000	**40,753**	102%	39,924
10-530-205	SSI	85,171	92,820	**70,748**	76%	70,850
10-530-210	MEDICAL	144,464	160,000	**98,446**	62%	120,883
10-530-230	TMRS	125,341	135,956	**106,795**	79%	104,074
10-530-240	WORKERS COMPENSATION	37,000	54,080	**54,080**	100%	37,000
10-530-280	UNIFORM ALLOWANCE	13,600	13,600	**12,400**	91%	12,800
	Personnel Expenses	1,540,886	1,661,909	**1,289,712**	78%	1,289,225
10-530-290	SAFETY EQUIPMENT	10,653	20,000	**10,661**	53%	9,722
10-530-295	BUNKER GEAR	6,406	7,000	**168**	2%	-
10-530-310	OFFICE SUPPLIES	2,248	2,000	**591**	30%	1,545
10-530-325	OPERATING SUPPLIES	7,638	8,000	**2,788**	35%	6,328
10-530-335	FLEET FUEL	11,243	10,000	**5,684**	57%	8,119
10-530-409	SAFETY GEAR CLEANING	2,153	3,000	**-**	0%	2,007
10-530-440	MEDICAL SERVICES	9,371	9,000	**90**	1%	8,947
10-530-442	FLEET MAINTENANCE	26,663	20,000	**20,571**	103%	26,438
10-530-485	EQUIPMENT MAINTENANCE	1,688	4,000	**864**	22%	1,461
10-530-490	TRAINING	3,201	3,000	**5,263**	175%	2,313
10-530-492	TRAVEL	-	1,500	**1,660**	111%	-
10-530-494	MEMBERSHIP DUES	1,175	1,500	**1,683**	112%	1,175
10-530-496	CERTIFICATIONS	1,861	2,000	**1,406**	70%	1,405
10-530-498	OTHER EXPENSES	1,999	2,000	**346**	17%	1,811
10-530-500	FACILITY MAINTENANCE	10,918	5,000	**6,111**	122%	1,951
10-530-580	CAPITAL OUTLAY - EQUIPMENT	-	-	**-**	0%	-
	Operating Expenses	97,217	98,000	**57,886**	59%	73,224
	Total Fire Department	**1,638,103**	**1,759,909**	**1,347,598**	**77%**	**1,362,449**

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Community Development					
10-610-150	SALARIES	155,617	155,522	**124,188**	80%	129,865
10-610-155	PART TIME	16,510	31,196	**17,934**	57%	3,384
10-610-160	OVERTIME	-	500	**479**	96%	-
10-610-205	SSI	12,637	14,416	**10,774**	75%	9,692
10-610-210	MEDICAL	18,115	30,000	**10,326**	34%	15,627
10-610-230	TMRS	16,873	17,619	**13,933**	79%	13,058
10-610-240	WORKERS COMPENSATION	1,000	1,000	**1,000**	100%	1,000
10-610-280	UNIFORM ALLOWANCE	800	800	**1,200**	150%	800
	Personnel Expenses	221,553	251,052	**179,834**	72%	173,425
10-610-310	OFFICE SUPPLIES	480	750	**231**	31%	450
10-610-335	FLEET FUEL	1,411	1,500	**791**	53%	1,146
10-610-416	CITY ENGINEERING SERVICES	5,817	6,000	**5,894**	98%	5,073
10-610-436	INSPECTION SERVICES	21,450	16,000	**19,080**	119%	13,810
10-610-442	FLEET MAINTENANCE	189	1,000	**110**	11%	38
10-610-482	PROFESSIONAL SERVICES	250	10,000	**-**	0%	250
10-610-488	PRINTING	-	100	**-**	0%	-
10-610-490	TRAINING	456	500	**510**	102%	90
10-610-492	TRAVEL	586	1,000	**1,065**	106%	429
10-610-494	MEMBERSHIP DUES	-	150	**120**	80%	-
10-610-498	OTHER EXPENSES	645	1,000	**318**	32%	314
	Operating Expenses	31,284	38,000	**28,119**	74%	21,599
	Total Community Development	**252,838**	**289,052**	**207,953**	**72%**	**195,024**

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Public Works					
10-630-150	SALARIES	88,437	90,852	**67,588**	74%	72,375
10-630-160	OVERTIME	812	1,000	**1,603**	160%	812
10-630-205	SSI	6,583	7,073	**5,104**	72%	5,463
10-630-210	MEDICAL	18,707	20,000	**9,276**	46%	15,548
10-630-230	TMRS	9,754	10,372	**7,647**	74%	8,078
10-630-240	WORKERS COMPENSATION	5,000	5,127	**5,127**	100%	5,000
10-630-280	UNIFORM ALLOWANCE	1,600	1,600	**1,600**	100%	1,600
	Personnel Expenses	130,893	136,024	**97,945**	72%	108,875
10-630-325	OPERATING SUPPLIES	479	500	**318**	64%	453
10-630-335	FLEET FUEL	2,555	3,000	**1,001**	33%	2,035
10-630-345	MINOR TOOLS & EQUIPMENT	-	500	**22**	4%	-
10-630-355	MAINTENANCE & REPAIRS	113	200	**170**	85%	113
10-630-424	PROFESSIONAL SERVICES	-	5,000	**675**	14%	-
10-630-442	FLEET MAINTENANCE	732	1,500	**2,447**	163%	732
10-630-490	TRAINING	-	100	**-**	0%	-
10-630-492	TRAVEL	-	200	**-**	0%	-
10-820-390	MISCELLANEOUS SUPPLIES	-	100	**202**	202%	-
10-820-442	FACILITY MAINTENANCE	-	1,000	**752**	75%	-
10-820-476	UTILITIES - WATER & SEWER	638	1,000	**568**	57%	519
10-820-478	UTILITIES - ELECTRIC	2,510	2,000	**1,375**	69%	1,441
	Operating Expenses	7,027	15,100	**7,529**	50%	5,292
	Total Public Works	**137,920**	**151,124**	**105,474**	**70%**	**114,168**
	Animal Control Services					
10-650-325	OPERATING SUPPLIES	-	200	**-**	0%	-
10-650-345	MINOR TOOLS AND EQUIPMENT	-	200	**-**	0%	-
10-650-420	VETERINARY SERVICES	-	200	**-**	0%	-
10-650-425	ANIMAL SERVICES CONTRACT	7,599	2,000	**658**	33%	7,599
10-650-430	FERAL CAT PROGRAM	845	3,000	**-**	0%	845
10-650-440	EMPLOYEE MEDICAL SERVICES	-	200	**-**	0%	-
	Total Animal Control	**8,444**	**5,800**	**658**	**11%**	**8,444**
	Health Services					
10-710-436	INSPECTION SERVICES	12,000	12,000	**10,000**	83%	10,000
	Total Health Services	**12,000**	**12,000**	**10,000**	**83%**	**10,000**

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Economic Development & Public Affairs					
10-900-150	SALARIES	65,031	74,448	**57,630**	77%	53,623
10-900-205	SSI	4,701	5,732	**4,243**	74%	3,891
10-900-210	MEDICAL	-	10,000	**-**	0%	-
10-900-230	TMRS	7,168	9,548	**6,472**	68%	5,919
10-900-240	WORKERS COMPENSATION	100	125	**-**	0%	100
	Personnel Expenses	77,001	99,853	**68,344**	68%	63,533
10-900-310	OFFICE SUPPLIES	123	469	**171**	36%	123
10-900-312	COMMUNITY RELATIONS	3,111	5,300	**2,714**	51%	3,063
10-900-325	OPERATING SUPPLIES	-	1,092	**320**	29%	-
10-900-450	OFFICE RENT	16,232	24,347	**-**	0%	16,232
10-900-452	NEWSLETTER	4,698	6,800	**3,506**	52%	3,893
10-900-455	WEBSITE MAINTENANCE & UPDATES	725	5,430	**6,204**	114%	190
10-900-472	OFFICE TELEPHONE	-	1,596	**-**	0%	-
10-900-474	SECURITY ALARM MONITORING SVC	325	460	**250**	54%	275
10-900-478	UTILITIES - ELECTRIC	-	1,347	**-**	0%	-
10-900-487	RESEARCH & RESOURCES	828	1,050	**437**	42%	114
10-900-491	TRAINING	-	1,344	**500**	37%	-
10-900-492	TRAVEL	-	2,019	**-**	0%	-
10-900-494	MEMBERSHIP DUES	414	756	**264**	35%	289
10-900-501	PROMOTIONS	-	2,750	**304**	11%	-
10-900-502	MEETING COSTS	717	529	**39**	7%	638
10-920-491	MEDIA/PUBLIC RELATIONS	1,339	1,000	**1,040**	104%	898
	Operating Expenses	28,512	56,289	**15,748**	28%	25,715
	Total Econ. Dev. & Public Affairs	**105,512**	**156,142**	**84,092**	**54%**	**89,248**

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Non Departmental					
	Services					
10-405-418	LEGAL SERVICES	30,331	40,000	**21,172**	53%	21,090
10-410-422	CONTRACTED SERVICES	1,456	112,500	**100,375**	89%	1,312
10-410-424	PROFESSIONAL SERVICES	88,301	50,000	**20,771**	42%	82,828
10-410-444	AUDIT SERVICES	11,500	20,000	**21,091**	105%	11,500
10-410-482	LEGAL NOTICES/NEWSPAPER ADS	4,285	3,000	**2,259**	75%	1,542
10-410-484	ELECTION SERVICES	2,418	3,000	**2,266**	76%	2,418
10-430-425	SERVICE AGREEMENTS	20,022	72,000	**38,035**	53%	14,349
10-490-402	BEXAR APPRAISAL SERVICE	9,024	8,500	**8,667**	102%	6,768
10-490-490	STATE UNEMPLOYMENT TAX	-	4,355	**4,355**	100%	-
	Total Services	167,337	313,355	**218,992**	70%	141,807
	Justice Center					
10-430-320	JANITORIAL SUPPLIES	1,956	2,000	**3,907**	195%	1,381
10-430-476	WATER & SEWER - SAWS	6,983	6,000	**4,668**	78%	4,334
10-430-478	ELECTRIC - CPS	28,576	20,000	**10,396**	52%	15,605
	Total Justice Center	37,515	28,000	**18,971**	68%	21,321
	Insurances					
10-490-460	INSURANCE - PHYSICAL PROPERTY	8,541	17,500	**18,635**	106%	8,541
10-490-462	INSURANCE - GENERAL LIABILITY	43,151	47,000	**48,272**	103%	43,151
10-490-464	INSURANCE - EMPLOYEE BONDS	1,630	1,500	**752**	50%	1,230
	Total Insurance	53,322	66,000	**67,659**	103%	52,922
	Debt Service					
10-490-475	PRINCIPLE - 21 FIRETRUCK	113,000	-	**-**	0%	113,000
10-490-476	INTEREST - 21 FIRETRUCK	3,033	-	**-**	0%	1,727
	Total Debt Service	116,033	-	**-**	0%	114,727
	Transfers Out					
10-490-493	TRANSFER OUT STREETS FUND	-	-	**-**	0%	-
10-490-494	TRANSFER OUT CAPITAL FUND	500,000	544,000	**544,000**	100%	500,000
	Total Transfers Out	500,000	544,000	**544,000**	100%	500,000
	Total Non Departmental	**874,207**	**951,355**	**849,623**	**89%**	**830,776**
	General Fund Total Expenses	**5,402,123**	**5,949,083**	**4,714,262**	**79%**	**4,603,720**

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Capital Projects Fund					
	Fund Balance					
	Beginning Fund Balance		**971,272**	**971,272**		
	Revenues		1,598,928	1,331,946		
	Expenses		(1,567,046)	(486,578)		
	Revenue/Expense		31,882	845,368		
	Estimated Ending Fund Balance		**1,003,154**	**1,816,640**		
	Revenues					
11-360-000	INTEREST	43,116	20,000	**49,518**	248%	**27,521**
11-370-205	UTILITY REIMB PLEASANT	455,859	13,428	**13,428**	100%	**331,380**
11-370-208	UTILITY REIMB CRESTVIEW	-	296,500	**-**	0%	**-**
11-370-400	CDBG GRANT REVENUE	375,734	-	**-**	0%	**600,000**
11-370-605	TRANSFERS IN PLEASANT	481,305	-	**-**	0%	**481,305**
11-370-606	TRANSFERS IN CRESTVIEW	-	600,000	**600,000**	100%	**-**
11-371-215	TRANSFER IN TRAFFIC SAFETY FUND	100,000	125,000	**125,000**	100%	**100,000**
11-371-400	TRANSFER IN GENERAL FUND	500,000	544,000	**544,000**	100%	**500,000**
	Total Revenue	**1,956,014**	**1,598,928**	**1,331,946**	**83%**	**2,040,206**
	Expenses					
11-430-510	CAPITAL OUTLAY - LAND HILLCREST	53,216	300,000	**-**	0%	**-**
11-510-570	CAPITAL OUTLAY VEHICLES	7,565	125,000	**273,537**	219%	**-**
11-520-580	CAPITAL OUTLAY EQUIPMENT	146,814	-	**-**	0%	**146,814**
11-530-530	CAPITAL OUTLAY - BUILDINGS	-	50,000	**39,981**	80%	**-**
11-530-570	CAPITAL OUTLAY VEHICLES	-	30,000	**13,832**	46%	**-**
11-530-580	CAPITAL OUTLAY - EQUIPMENT	-	70,000	**-**	0%	**-**
11-630-570	CAPITAL OUTLAY-MOTOR VEHICLES	17,500	-	**-**	0%	**17,500**
11-820-103	ENGINEER SERVICES HILLCREST	109,350	200,000	**27,985**	14%	**87,010**
11-820-105	ENGINEER SERVICES PLEASANT 1	55,735	-	**-**	0%	**54,616**
11-820-107	ENGINEERING SERVICES PLEASANT 3	2,839	-	**-**	0%	**2,780**
11-820-108	ENGINEER SERVICES CRESTVIEW	76,824	200,000	**61,400**	31%	**63,304**
11-820-205	PLEASANT CONSTRUCTION - CDBG	1,076,307	-	**-**	0%	**1,076,307**
11-820-206	PLEASANT CONSTRUCTION - SAWS	78,866	-	**-**	0%	**78,866**
11-820-207	PLEASANT CONSTRUCTION - CITY	56,607	-	**-**	0%	**56,607**
11-820-208	STREET CONSTRUCTION CRESTVIEW	-	592,046	**69,843**	12%	**-**
11-820-209	PLEASANT CONSTRUCTION - CPS	310,327	-	**-**	0%	**310,327**
	Total Expenses	**1,991,949**	**1,567,046**	**486,578**	**31%**	**1,894,131**

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Federal Asset Forfeiture Fund					
	Fund Balance					
	Beginning Fund Balance		**50,547**	**50,547**		
	Revenues		5,000	-		
	Expenses		(5,000)	-		
	Revenue/Expense		-	-		
	Estimated Ending Fund Balance		**50,547**	**50,547**		
	Revenues					
12-352-200	TREASURY DEPT FORFEITURE	2,269	5,000	-	0%	2,269
12-352-300	JUSTICE DEPT FORFEITURE	30,373	-	-	0%	-
	Total Revenues	**32,643**	**5,000**	**-**	**0%**	**2,269**
	Expenses					
12-510-490	TRAINING	-	1,000	-	0%	-
12-510-498	OTHER EXPENSE	-	1,000	-	0%	-
12-510-580	CAPITAL OUTLAY EQUIPMENT	-	3,000	-	0%	-
	Total Expenses	**-**	**5,000**	**-**	**0%**	**-**
	State Forfeiture Fund					
	Fund Balance					
	Beginning Fund Balance		-	**-**		
	Revenues		2,000	-		
	Expenses		(2,000)	-		
	Revenue/Expense		0	-		
	Estimated Ending Fund Balance		**0**	**-**		
	Revenues					
13-352-400	STATE COURT FORFEITURE	-	2,000	-	0%	-
	Total Revenue	**-**	**2,000**	**-**	**0%**	**-**
	Expenses					
13-510-498	OTHER EXPENSES	6,220	1,000	-	0%	-
13-510-580	CAPITAL OUTLAY - EQUIPMENT	-	1,000	-	0%	-
	Total Expense	**6,220**	**2,000**	**-**	**0%**	**-**

Streets Fund

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Fund Balance					
	Beginning Fund Balance		**355,118**	**355,118**		
	Revenues		-	-		
	Expenses		(180,000)	(104,349)		
	Revenue/Expense		(180,000)	(104,349)		
	Estimated Ending Fund Balance		**175,118**	**250,770**		
	Revenues					
14-360-000	INTEREST	6,400	-	**-**	0%	5,542
14-370-100	TRANSFER IN GENERAL FUND	-	-	**-**	0%	-
	Total Revenue	**6,400**	**-**	**-**	**0%**	**5,542**
	Expenses					
14-640-355	REPAIR/MAINTENANCE SUPPLIES	-	1,000	**679**	68%	-
14-640-360	STREET SIGNS & SUPPLIES	897	1,000	**3,670**	367%	-
14-640-416	ENGINEERING SERVICES	-	5,000	**-**	0%	-
14-640-424	PROFESSIONAL SERVICES	-	50,000	**-**	0%	-
14-640-442	REPAIR/MAINTENANCE EXPENSE	6,100	23,000	**-**	0%	6,100
14-640-490	TRANSFER OUT	-	100,000	**100,000**	100%	-
	Total Expense	**6,997**	**180,000**	**104,349**	**58%**	**6,100**

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Traffic Safety Fund					
	Fund Balance					
	Beginning Fund Balance		**227,757**	**227,757**		
	Revenues		678,236	564,335		
	Expenses		(999,611)	(775,810)		
	Revenue/Expense		(321,375)	(211,475)		
	Estimated Ending Fund Balance		**(93,618)**	**16,282**		
	Revenues					
15-340-600	RETURN CHECK FEE	-	100	**-**	0%	-
15-351-100	FINES & FEES	1,133,625	750,000	**585,850**	78%	837,059
15-351-200	LATE FEES	101,724	50,000	**60,450**	121%	73,793
15-351-300	PORTION DUE TO STATE	(171,968)	(123,214)	**(82,612)**	67%	(122,517)
15-360-000	INTEREST	11,665	1,250	**647**	52%	9,782
15-375-100	OVER/SHORT ACCOUNT	5	100	**-**	0%	5
	Total Revenue	**1,075,051**	**678,236**	**564,335**	**83%**	**798,122**
	Expenses					
	Traffic Safety Department					
15-511-150	SALARIES	121,303	158,196	**80,542**	51%	69,279
15-511-160	OVERTIME	27,072	10,000	**7,919**	79%	9,773
15-511-205	SSI	10,018	12,951	**6,600**	51%	5,897
15-511-210	MEDICAL	16,738	23,400	**7,496**	32%	10,402
15-511-230	TMRS	14,941	18,994	**9,959**	52%	8,732
15-511-240	WORKERS COMPENSATION	10,000	6,000	**6,000**	100%	10,000
15-511-280	UNIFORM ALLOWANCE	1,200	1,872	**1,600**	85%	1,200
	Personnel Expense	201,273	231,413	**120,116**	52%	115,284
15-511-470	CONTINGENCY	-	8,357	**-**	0%	-
15-511-478	STREET & EXPRESSWAY LIGHTS	60,804	62,000	**41,459**	67%	45,985
15-511-495	TRANSFER OUT	100,000	125,000	**125,000**	100%	100,000
	Operating Expenses	160,804	195,357	**166,459**	85%	145,985
	Total Traffic Safety Expense	**362,077**	**426,770**	**286,575**	**67%**	**261,269**

Line Item Budget - July 2024

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Administration Department					
15-515-150	SALARIES	78,745	94,271	**47,508**	50%	64,990
15-515-160	OVERTIME	220	500	**524**	105%	1,172
15-515-205	SSI	6,034	7,297	**3,443**	47%	5,002
15-515-210	MEDICAL	1,000	13,400	**722**	5%	803
15-515-230	TMRS	9,081	10,702	**5,410**	51%	7,511
15-515-240	WORKERS COMPENSATION	3,000	3,000	**3,000**	100%	3,000
15-515-280	UNIFORM ALLOWANCE	960	672	**520**	77%	960
	Personnel Expense	99,039	129,842	**61,127**	47%	83,437
15-515-310	OFFICE SUPPLIES	349	-	**157**	0%	349
15-515-442	ATS MAINTENANCE	-	500	**475**	95%	-
15-515-444	AUDIT SERVICES	1,000	2,500	**4,800**	192%	1,000
15-515-458	VENDOR PAYMENT COLLECTIONS	29,900	20,000	**19,850**	99%	19,700
15-515-459	VENDOR PAYMENT CITATIONS	665,822	420,000	**402,826**	96%	434,858
	Operating Expenses	697,071	443,000	**428,108**	97%	455,907
	Total Administration Expense	**796,110**	**572,842**	**489,235**	**85%**	**539,345**
	Total Traffic Safety Fund Expense	**1,158,187**	**999,611**	**775,810**	**78%**	**800,613**

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Crime Control & Prevention Fund					
	Fund Balance					
	Beginning Fund Balance		**231,463**	**231,463**		
	Revenues		992,000	663,191		
	Expenses		(992,000)	(741,529)		
	Revenue/Expense		0	(78,338)		
	Estimated Ending Fund Balance		**231,464**	**153,125**		
	Revenues					
18-318-300	SALES TAX	966,612	990,000	**656,642**	66%	634,636
18-360-000	INTEREST	9,593	2,000	**6,549**	327%	6,160
	Total Revenue	**976,205**	**992,000**	**663,191**	**67%**	**640,796**
	Expenses					
18-513-150	SALARIES	596,659	546,253	**417,703**	76%	474,528
18-513-160	OVERTIME	65,347	60,000	**60,014**	100%	59,493
18-513-205	SSI	49,112	46,681	**35,798**	77%	39,255
18-513-210	MEDICAL	75,322	80,000	**41,809**	52%	57,582
18-513-230	TMRS	73,256	68,461	**53,791**	79%	58,724
18-513-240	WORKERS COMPENSATION	24,000	22,500	**22,500**	100%	24,000
18-513-280	UNIFORM ALLOWANCE	6,800	7,200	**5,950**	83%	6,800
	Personnel Expense	890,495	831,095	**637,564**	77%	720,383
18-513-460	INSURANCE - PROPERTY	5,932	-	**-**	0%	5,932
18-513-462	INSURANCE - GENERAL LIABILITY	3,541	-	**-**	0%	3,541
18-513-476	UTILITIES - WATER & SEWER	8,548	10,000	**4,390**	44%	6,371
18-513-478	UTILITIES - ELECTRIC	70,072	69,000	**45,578**	66%	44,979
18-513-500	FACILITY MAINTENANCE	76,616	81,905	**53,997**	66%	70,675
18-513-501	JANITORIAL SERVICE	45,000	-	**-**	0%	37,500
18-513-530	CAPITAL OUTLAY - BUILDINGS	85,609	-	**-**	0%	85,609
	Operating Expenses	295,319	160,905	**103,965**	65%	254,607
	Total Expense	**1,185,813**	**992,000**	**741,529**	**75%**	**974,990**

Seized Assets Fund

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Fund Balance					
	Beginning Fund Balance		**3,991**	**3,991**		
	Revenues		2,000	-		
	Expenses		(2,000)	-		
	Revenue/Expense		-	-		
	Estimated Ending Fund Balance		**3,991**	**3,991**		
	Revenues					
19-335-100	SEIZED CASH	-	1,000	-	0%	-
19-335-200	UNCLAIMED SECURITIES	-	1,000	-	0%	-
	Total Revenue	**-**	**2,000**	**-**	0%	**-**
	Expenses					
19-490-498	OTHER EXPENSES	-	1,000	-	0%	-
19-490-500	CLAIM PAYMENTS	-	1,000	-	0%	-
	Total Expense	**-**	**2,000**	**-**	0%	**-**

Hotel Occupancy Tax Fund

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Fund Balance					
	Beginning Fund Balance		**378,954**	**378,954**		
	Revenues		234,900	138,573		
	Expenses		(234,900)	(161,890)		
	Revenue/Expense		0	(23,317)		
	Estimated Ending Fund Balance		**378,954**	**355,637**		
	Revenues					
20-318-300	HOTEL OCCUPANCY TAX	214,211	233,400	**129,186**	55%	148,871
20-360-000	INTEREST	8,923	1,500	**5,387**	359%	7,040
20-367-000	CONTRIBUTIONS/DONATIONS	8,200	-	**4,000**	0%	7,000
	Total Revenue	**231,334**	**234,900**	**138,573**	**59%**	**162,910**
	Expenses					
20-900-150	SALARIES	97,566	94,654	**86,444**	91%	80,453
20-900-205	SSI	7,052	7,288	**6,364**	87%	5,836
20-900-210	MEDICAL	10,617	10,000	**6,877**	69%	8,777
20-900-230	TMRS	10,753	9,548	**9,708**	102%	8,879
20-900-240	WORKERS COMPENSATION	300	125	**125**	100%	300
	Personnel Expense	126,287	121,615	**109,518**	90%	104,246
20-900-310	OFFICE SUPPLIES	756	283	**548**	194%	484
20-900-325	OPERATING SUPPLIES	1,600	1,508	**335**	22%	879
20-900-444	AUDIT SERVICES	800	1,000	**1,250**	125%	800
20-900-450	OFFICE RENT	22,415	33,623	**-**	0%	22,415
20-900-455	POSTAGE	47	100	**-**	0%	47
20-900-472	OFFICE TELEPHONE	-	2,204	**-**	0%	-
20-900-474	SECURITY ALARM SERVICE	520	452	**465**	103%	440
20-900-478	UTILITIES - ELECTRIC	2,478	1,859	**1,398**	75%	1,759
20-900-487	RESEARCH & RESOURCES	2,354	1,450	**1,986**	137%	2,354
20-900-491	TRAINING/CONTINUING EDUCATION	410	1,855	**-**	0%	410
20-900-492	TRAVEL	777	3,000	**393**	13%	777
20-900-494	MEMBERSHIP DUES	423	1,044	**-**	0%	423
20-900-605	WEBSITE REDESIGN	18,918	-	**-**	0%	8,318
20-920-455	WEBSITE MAINT & UPDATES	200	539	**835**	155%	200
20-920-480	BROCHURE/RACK CARDS	-	2,000	**-**	0%	-
20-920-484	WEB-BASED ADVERTISING	22,472	20,525	**19,684**	96%	22,472
20-920-486	MAGAZINE ADVERTISING	4,008	10,900	**4,658**	43%	4,008
20-920-502	MEETING COSTS	256	943	**247**	26%	256
20-920-503	PROMOTIONAL MERCHANDISE	-	1,000	**-**	0%	-
20-930-915	JAZZ FESTIVAL	25,556	25,000	**16,573**	66%	1,769
20-930-916	HISPANIC TRAILS CULTURAL EVENT	5,000	4,000	**4,000**	100%	5,000
	Operating Expenses	108,990	113,285	**52,372**	46%	**72,810**
	Total Expense	**235,277**	**234,900**	**161,890**	**69%**	**177,056**

Child Safety Fund

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Fund Balance					
	Beginning Fund Balance		**38,345**	**38,345**		
	Revenues		3,600	2,536		
	Expenses		(3,600)	(1,000)		
	Revenue/Expense		-	1,536		
	Estimated Ending Fund Balance		**38,345**	**39,881**		
	Revenues					
21-334-400	SCHOOL CROSSING FEES	4,185	3,600	**2,536**	70%	3,156
	Total Revenue	**4,185**	**3,600**	**2,536**	**70%**	**3,156**
	Expenses					
21-514-325	OPERATING SUPPLIES	500	2,000	**1,000**	50%	500
21-514-470	GENERAL CONTINGENCY	-	600	**-**	0%	-
21-514-498	OTHER EXPENSE	-	1,000	**-**	0%	-
	Total Expense	**500**	**3,600**	**1,000**	**28%**	**500**

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Impound Fund					
	Fund Balance					
	Beginning Fund Balance		**59,254**	**59,254**		
	Revenues		115,600	64,816		
	Expenses		(115,600)	(101,378)		
	Revenue/Expense		-	(36,562)		
	Estimated Ending Fund Balance		**59,254**	**22,692**		
	Revenues					
22-340-100	IMPOUND FEES	64,600	70,000	**34,011**	49%	51,400
22-340-110	TOWING FEES	32,395	30,000	**18,620**	62%	25,935
22-340-120	DAILY FEES	20,760	15,000	**11,660**	78%	15,380
22-340-140	ADMIN/POSTAGE FEES	675	500	**525**	105%	500
22-375-100	OVER/SHORT ACCOUNT	5	100	-	0%	5
	Total Revenue	**118,435**	**115,600**	**64,816**	**56%**	**93,220**
	Expenses					
22-415-450	POSTAGE	1,000	800	-	0%	428
22-415-460	TOWING	38,690	31,000	**20,565**	66%	27,925
22-415-474	SECURITY MONITORING	599	800	**510**	64%	510
22-415-498	OTHER EXPENSES	32	3,000	**304**	10%	32
22-415-510	TRANSFER OUT GENERAL FUND	80,000	80,000	**80,000**	100%	80,000
	Total Expense	**120,321**	**115,600**	**101,378**	**88%**	**108,895**
	Auction Fund					
	Fund Balance					
	Beginning Fund Balance		**89,275**	**89,275**		
	Revenues		85,000	57,752		
	Expenses		(85,000)	(82,829)		
	Revenue/Expense		-	(25,077)		
	Estimated Ending Fund Balance		**89,275**	**64,198**		
	Revenues					
23-340-130	VEHICLE AUCTIONS	70,245	77,500	**54,934**	71%	70,245
23-340-140	ADMINISTRATION FEES	3,607	7,500	**2,818**	38%	3,607
23-375-100	OVER/SHORT ACCOUNT	2	-	-	0%	-
	Total Revenue	**73,854**	**85,000**	**57,752**	**68%**	**73,852**
	Expenses					
23-415-424	PROFESSIONAL SERVICES	3,438	3,000	**2,829**	94%	3,438
23-415-460	TOWING	-	500	-	0%	-
23-415-498	OTHER EXPENSES	61	1,500	-	0%	-
23-415-510	TRANSFER TO GENERAL FUND	60,000	80,000	**80,000**	100%	60,000
	Total Expense	**63,499**	**85,000**	**82,829**	**97%**	**63,438**

Court Security & Technology Fund

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Fund Balance					
	Beginning Fund Balance		**100,142**	**100,142**		
	Revenues		30,000	19,383		
	Expenses		(30,000)	(19,741)		
	Revenue/Expense		(0)	(358)		
	Estimated Ending Fund Balance		**100,142**	**99,785**		
	Revenues					
24-340-125	COURT TECHNOLOGY FEE	15,071	14,000	**8,887**	63%	12,785
24-340-150	COURT SECURITY FEE	17,860	16,000	**10,496**	66%	15,130
	Total Revenue	**32,931**	**30,000**	**19,383**	**65%**	**27,915**
	Expenses					
24-420-150	SALARIES	12,799	13,200	**12,393**	94%	10,161
24-420-210	SSI	979	1,016	**948**	93%	777
24-420-240	WORKERS COMPENSATION	6,000	6,000	**6,000**	100%	6,000
24-420-280	UNIFORMS	872	600	**400**	67%	872
	Personnel Expense	20,650	20,816	**19,741**	95%	17,810
24-420-430	COURT TECHNOLOGY	-	3,000	**-**	0%	-
24-420-470	CONTINGENCY	-	3,184	**-**	0%	-
24-420-498	OTHER EXPENSE	196	3,000	**-**	0%	196
	Operating Expenses	196	9,184	**-**	0%	196
	Total Expense	**20,846**	**30,000**	**19,741**	**66%**	**18,006**

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Federal Grants					
	Fund Balance					
	Beginning Fund Balance		**-**	**-**		
	Revenues		55,997	62,857		
	Expenses		(55,997)	(62,857)		
	Revenue/Expense		-	-		
	Estimated Ending Fund Balance		**-**	**-**		
	Revenues					
26-300-500	FEMA - FD AIR COMPRESSOR	-	55,997	**62,857**	112%	-
	Total Revenue	**-**	**55,997**	**62,857**	**112%**	**-**
	Expenses					
26-400-500	FD AIR COMPRESSOR	-	55,997	**62,857**	112%	-
	Total Expense	**-**	**55,997**	**62,857**	**112%**	**-**
	CDBG Grants					
	Fund Balance					
	Beginning Fund Balance		**-**	**-**		
	Revenues		425,000	**425,000**		
	Expenses		**(425,000)**	-		
	Revenue/Expense		-	425,000		
	Estimated Ending Fund Balance		**-**	**425,000**		
	Revenues					
27-330-106	CRESTVIEW DRIVE	-	425,000	**425,000**	100%	
	Total Revenue	**-**	**425,000**	**425,000**	**100%**	-
	Expenses					
27-640-556	CRESTVIEW DRIVE		425,000	**425,000**	100%	
	Total Expense	**-**	**425,000**	**425,000**	**100%**	**-**

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Parks Fund					
	Fund Balance					
	Beginning Fund Balance		**914**	**914**		
	Revenues		1,500	900		
	Expenses		(1,500)	(957)		
	Revenue/Expense		-	(57)		
	Estimated Ending Fund Balance		**914**	**858**		
	Revenues					
29-346-100	ROGIERS PARK PAVILION RENTAL	1,280	1,500	**900**	60%	900
	Total Revenue	**1,280**	**1,500**	**900**	**60%**	**900**
	Expenses					
29-810-325	OPERATING SUPPLIES	42	500	**-**	0%	42
29-810-442	PARK MAINTENANCE	324	1,000	**957**	96%	294
	Total Expense	**366**	**1,500**	**957**	**64%**	**336**

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Economic Incentive Fund					
	Fund Balance					
	Beginning Fund Balance		**462,664**	**462,664**		
	Revenues		115,000	54,605		
	Expenses		(215,000)	(220,734)		
	Revenue/Expense		(100,000)	(166,128)		
	Estimated Ending Fund Balance		**362,664**	**296,536**		
	Revenues					
30-320-000	CPS FRANCHISE	106,267	115,000	**54,605**	47%	58,320
30-360-000	INTEREST	12,633	-	**-**	0%	10,749
	Total Revenue	**118,900**	**115,000**	**54,605**	**47%**	**69,069**
	Expenses					
30-410-424	PROFESSIONAL SERVICES	-	1,000	**20,734**	2073%	-
30-410-426	DEVELOPMENT GRANTS	-	10,000	**-**	0%	-
30-600-100	DEVELOPMENT COSTS	-	1,000	**-**	0%	-
30-600-150	CHAMBER MEMBERSHIP FEES	-	1,000	**-**	0%	-
30-600-200	CITY BRANDING	-	1,000	**-**	0%	-
30-600-300	ADVERTISING & PROMOTIONS	-	1,000	**-**	0%	-
30-600-495	TRANSFER OUT CAPITAL FUND	100,000	200,000	**200,000**	100%	100,000
	Total Expense	**100,000**	**215,000**	**220,734**	**103%**	**100,000**
	Economic Development Corporation					
	Fund Balance					
	Beginning Fund Balance		**4,620,243**	**4,620,243**		
	Revenues		50,000	-		
	Expenses		(445,791)	(299,953)		
	Revenue/Expense		(395,791)	(299,953)		
	Estimated Ending Fund Balance		**4,224,452**	**4,320,290**		
	Revenues					
31-320-100	PARTNERSHIP DIVIDENDS	50,000	50,000	**-**	0%	-
	Total Revenue	**50,000**	**50,000**	**-**	**0%**	**-**
	Expenses					
31-410-100	LEGAL SERVICES	-	36,000	**-**	0%	-
31-410-200	DEBT SERVICE - INTEREST	202,193	193,791	**145,863**	75%	151,305
31-410-210	DEBT SERVICE - PRINCIPLE	198,000	206,000	**154,000**	75%	148,898
31-410-410	TRIPLE NET	6,196	-	**-**	0%	6,196
31-410-435	PROFESSIONAL SERVICES	2,398	5,000	**90**	2%	2,398
31-410-491	TRAINING	-	2,500	**-**	0%	-
31-410-492	TRAVEL	-	2,500	**-**	0%	-
	Total Expense	**408,787**	**445,791**	**299,953**	**67%**	**308,797**

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	PEG Fund					
	Fund Balance					
	Beginning Fund Balance		**36,830**	**36,830**		
	Revenues		4,000	1,676		
	Expenses		-	-		
	Revenue/Expense		4,000	1,676		
	Estimated Ending Fund Balance		**40,830**	**38,506**		
	Revenues					
33-318-461	1% FRANCHISE PEG	3,860	4,000	**1,676**	42%	2,031
	Total Revenue	**3,860**	**4,000**	**1,676**	**42%**	**2,031**
	Expenses					
33-490-495	TRANSFER OUT	-	-	**-**	0%	-
	Total Expense	-	-	-	**0%**	-
	Debt Service Fund					
	Fund Balance					
	Beginning Fund Balance		**1,495**	**1,495**		
	Revenues		193,178	193,177		
	Expenses		(191,363)	(190,404)		
	Revenue/Expense		1,815	2,774		
	Estimated Ending Fund Balance		**3,310**	**4,269**		
	Revenues					
36-310-110	AD VALOREM TAX	75,907	193,178	**193,177**	100%	75,907
	Total Revenue	**75,907**	**193,178**	**193,177**	**100%**	**75,907**
	Expenses					
36-490-650	FIRETRUCK SERIES 2021 PRINCIPLE	-	114,000	**114,000**	100%	-
36-490-651	FIRETRUCK SERIES 2021 INTEREST	-	2,160	**1,308**	61%	-
36-490-652	VIVIAN SERIES 2020 PRINCIPLE	73,000	74,000	**74,000**	100%	73,000
36-490-653	VIVIAN SERIES 2020 INTEREST	1,956	1,203	**1,096**	91%	1,161
	Total Expense	**74,956**	**191,363**	**190,404**	**99%**	**74,161**

Sewer Fund

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Fund Balance					
	Beginning Fund Balance		**589,052**	**589,052**		
	Revenues		876,000	715,084		
	Expenses		(876,000)	(716,167)		
	Revenue/Expense		-	(1,084)		
	Estimated Ending Fund Balance		**589,052**	**587,968**		
	Revenues					
56-360-000	INTEREST	21,513	6,000	**16,354**	273%	15,862
56-381-300	WASTEWATER USER FEES	833,829	815,000	**643,159**	79%	595,763
56-381-301	BILLING ADJUSTMENTS	(11,021)	(25,000)	**(4,858)**	19%	(7,784)
56-381-305	CAPITAL REPLACEMENT	78,003	80,000	**60,428**	76%	55,662
	Total Revenue	**922,324**	**876,000**	**715,084**	**82%**	**659,503**
	Expenses					
56-490-345	STORM WATER FEES	29,726	38,000	**29,455**	78%	23,976
56-490-406	BILLING SERVICES	1,716	2,000	**9,431**	472%	1,289
56-490-442	SEWER MAINTENANCE	-	10,000	**1,598**	16%	-
56-490-444	AUDIT SERVICES	10,000	5,000	**7,000**	140%	10,000
56-490-446	TRANSPORT & TREATMENT SERVICES	621,334	621,000	**468,683**	75%	393,617
56-490-470	CONTINGENCY	-	-	**-**	0%	-
56-490-471	SPECIAL PROJECTS	-	-	**-**	0%	-
56-490-495	TRANSFERS OUT	-	-	**-**	0%	-
56-490-497	TRANSFER OUT CAPITAL FUND	256,305	200,000	**200,000**	100%	256,305
56-490-499	DEPRECIATION	2,382	-	**-**	0%	-
	Total Expense	**921,463**	**876,000**	**716,167**	**82%**	**685,186**

Storm Water Fund

Account	Description	FY 2022-23 Actual	FY 2023-24 Approved	Current Year 31-Jul-24	83% of Budget	Prior Year 31-Jul-23
	Fund Balance					
	Beginning Fund Balance		**119,566**	**119,566**		
	Revenues		103,000	54,874		
	Expenses		(103,000)	(100,528)		
	Revenue/Expense		-	(45,654)		
	Estimated Ending Fund Balance		**119,566**	**73,912**		
	Revenues					
Revenues						
57-371-100	OTHER FUND SOURCE	3,156	5,000	**320**	6%	2,436
57-381-300	STORMWATER USER FEES	79,222	103,000	**56,815**	55%	59,990
57-381-301	BILLING ADJUSTMENTS	(8,900)	(5,000)	**(2,262)**	45%	(6,390)
	Total Revenue	**73,478**	**103,000**	**54,874**	**53%**	**56,036**
57-490-406	BILLING SERVICES	1,816	2,000	**528**	26%	1,389
57-490-442	STORMWATER UPKEEP	715	1,000	**-**	0%	715
57-490-444	AUDIT SERVICES	1,000	-	**-**	0%	1,000
57-490-495	TRANSFER OUT	125,000	100,000	**100,000**	100%	-
57-495-495	TRANSFER OUT CAPITAL	-	-	**-**	0%	125,000
	Total Expense	**128,531**	**103,000**	**100,528**	**98%**	**128,104**

MEMORANDUM OF RECORD

TO: Chairman Charles Winkler
Commission Members

FROM: Rose Anderson
Building and Code, Community Development

REF: Amendment to Section 153.3.1.16 (8) Signage
7001 W IH-10
BCAD Property ID – 345155; 345145; 345146; 345147; 345148

DATE: July 26, 2024

The property owner requests the amending of section **153.3.1.16 7001 W IH 10 – PUD Zoning District Requirements. (8) Signage.** The property owner proposes to install a 55-foot electronic sign with the dimensions of 15 feet by 30 feet. See attached drawing for an example of the proposed sign. The Planned Use Development states the following:

Section (8) (a) A monument sign including a monument sign for multi-tenants shall be installed.

Section (8) (b) No pole signs shall be allowed to be installed.

Section (8) (c) All requirements for signage are to adhere to per Article **12** Sign and Advertising Devices of the Zoning Ordinance.

Since the property resides below the highway level, the denial of this sign would impact the visibility of the development and loss of business. The owner believes the proposed sign plays an important component of their advertising by providing exposure to the traffic on Interstate 10. Several post signs ranging from 65 to 80 feet in height exist near the proposed sign along Interstate 10 located within Balcones Heights. The electronic sign will meet the city's requirements as listed in section **153.12.16 Electronic Signs.**

Staff agrees with the owner that the proposed sign will benefit the development with minimal impact to the community and recommends amending the ordinance to allow the 55-foot electronic sign. If the Planning and Zoning Commission recommends approval, staff proposes to replace Sections (8) (a), (b) and (c) with the following.

Section (8) (a) A 55-foot electronic sign with the dimensions of 15 feet by 30 feet shall be installed.

Section (8) (b) Electronic sign will meet section **153.12.16 Electronic Signs**.

Section (8) (c) Except for the 55-foot electronic sign, all requirements for signage will adhere to Article **12** Sign and Advertising Devices of the Zoning Ordinance.

If you have any questions, please contact me with your questions.

Rose Anderson
Building and Code, Community Development
randerson@bhtx.gov

(210) 957-3547 Office
(210) 740-9258 Cell

Attachments: Application
Section (8) Signage
Section 153.12.16 Electronic Signs
Example drawing
Presentation
Draft Ordinance to amend PUD

Zoning Case No._____

REZONING APPLICATION

CITY OF BALCONES HEIGHTS
3300 HILLCREST DR.
Balcones Heights, TEXAS 78201

1. Applicant Tamir Enterprises LTD, Representative - Ian Fisher

2. Property Address: 7001 W IH 10, Balcones Heights, Texas 78213

3. Lot(s) _____ Block _____ Addition _____

See Attached

If not able to identify as simple as above, provide legal description including meets and bounds.

4. Existing Property Use: Vacant 5. Proposed Use: Per Ordinance and PUD

6. Existing Zoning: O-1 Low Rise Office 7. Proposed Zoning: Planned Unit Development

8. Furnish names and addresses of legal owners of all property within 200 feet, in all directions of property to be rezoned.

NAME	ADDRESS	CITY/ STATE/ ZIP
See Attached		

(If additional space is needed, use reverse side or attach additional page)

9. Fee paid: _____(Make check payable to the City of Balcones Heights)

.

For Zone Request and/ or land use: $500.00

Zoning Case No._____

10. I hereby certify that: a) the information included in this application is true to the best of my knowledge, and b) I have checked to determine that no deed restrictions apply to this property that conflict with this request.

Applicant's Signature	Date	Name (Printed) Address+ Zip	Telephone
	8/1/24	IAN FISHER 66 REGENTS PARK 78230	210 854 4920
Present Owner's Signature	Date	Name (Printed) Address + Zip	Telephone
	08/02/24	Tibor Ritter 12715 Cranes Mill, 78230	(210) 492-4133
Buyer's Signature, if under contract	Date	Name (Printed) Address + Zip	Telephone

11. List names of all partners, board members, and officers of companies involved in this case, in order for the Planning Commission and City Council to determine conflicts of interest they might have in individual cases. Failure to do so may result in delaying action on the case.

Tibor Ritter-Owner; Ian Fisher-Operating Partner; David Fisher-Administrative Partner

12. IT IS IMPERATIVE THAT SOMEONE REPRESENT THE APPLICANT AT EACH PUBLIC HEARING TO ANSWER ANY QUESTIONS, WHICH THE COMMISSION, COUNCIL, OR PUBLIC MAY HAVE! The Planning and Zoning Commission holds a public hearing on each request to determine the effect of the proposed uses upon the neighborhood, traffic, utilities, public health and safety and general welfare. After receiving the report and recommendation of the Plan Commission, the City Council also holds a public hearing on the application. Such hearings and their notices are given in accordance with State statues and City Ordinances regulating the rezoning of property.

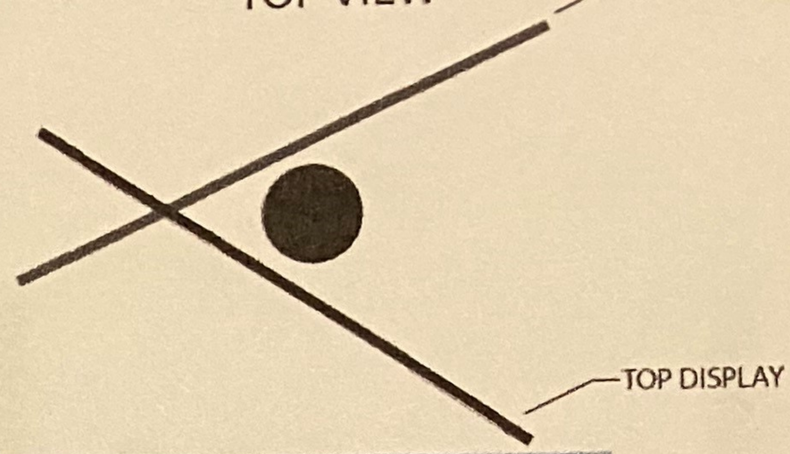
Return this application to:

→ ,inspections@bhtx.gov;

Building Official, City of Balcones Heights, 3300 Hillcrest Dr., Balcones Heights, Texas 78201

OR: deliver to City Hall at the above address.

If you need more information, please call (210) 957-3545


TOP DISPLAY

30 ft - 0 in
5ft-0"
10 ft - 0 in
55 ft - 0 in
BALCONES HEIGHTS
BUSINESS PARK
NOW LEASING
8
0
0
8
2
PROPOSED
SIGN LOCATIO

§ 153.116. ELECTRONIC SIGNS.

A. General. Electronic signage shall be permitted in-lieu of any permitted freestanding or monument signs on a property. In the event that an electronic sign is permitted for a property, no other additional freestanding or monument sign shall be permitted.

B. Maximum Height. The maximum height of an electronic sign shall be no taller than the sign type authorized in respective district.

C. Maximum Area. The maximum area of an electronic sign shall not exceed the area authorized in the respective district.

D. Number of Signs. The maximum number of electronic signs shall be limited to one (1) per platted lot. No other on-premise freestanding signs shall be permitted.

E. Minimum Setback. The minimum setback of all electronic signs shall be fifteen feet (15') from any property lines.

F. Material Requirements. All monument sign bases shall be constructed of masonry material consisting of brick, stone or split face concrete block. The monument sign structure must be constructed or covered with the same masonry material as the principal building or shall be constructed of brick, stone or split face concrete block. All sign text and graphic elements shall be limited to a minimum of six inches (6) from the outer limits of the sign structure.

G. Illumination.

1. All digital displays shall be illuminated at a level no greater than 0.3 footcandles over ambient light levels for the location and time and shall employ light cutoff devices such as, but not limited to, louvers in order to minimize light escaping above the horizontal plane. Footcandle readings shall be measured at ground level at the distances shown below.

Sign size (square feet)	Distance from source
0 to 100	100 feet
101 to 350	150 feet
351 to 650	200 feet
Over 651	250 feet

2. As measured from the nearest residential property line, the maximum light emanation from an adjacent digital sign display shall be 0.2 footcandles.

3. A digital display sign must be equipped with both a dimmer control and a photocell which automatically adjusts the display's intensity according to natural ambient light conditions.

4. The digital display shall contain a default mechanism to turn the sign off in case of

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malfunction or shall be manually turned off within twenty-four (24) hours of a reported malfunction.

H. Location Restrictions. No electronic signs shall be permitted within 150 feet of a residentially zoned property or property used for residential purposes.

I. Additional Restrictions.

1. Any change of pictures or information on the electronic sign shall not produce the illusion of moving objects, expanding or contracting shapes, rotation or any similar effect of animation.

2. Any change of pictures or information on the message board sign shall not change more often than once every four (4) seconds.

3. Any sign picture or information shall not have a solid white background between the time period of thirty (30) minutes after sunset and thirty (30) minutes before sunrise.

4. No electronic signs shall be permitted in the Hillcrest District.

(Ord. 2017-04, passed 4-24-17)

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§ 153.3.1.16. 7001 W IH 10 - PUD ZONING DISTRICT REQUIREMENTS.

(1) Intent. The special standards listed in this section for this special district are intended to:

(a) Encourage opportunities for development innovation tailored to a particular site, that while clearly furthering the goals of the comprehensive plan, could not explicitly be established by generally applicable standards or guidelines;

(b) Allow mixed-use development, which offers a greater variety in type, design and layout of buildings;

(c) Encourage land conservation and more efficient use of open space; and

(d) Permit modification of certain controls in a manner to produce large area development arranged to better serve community needs.

(2) Site plan. Site plan shall prescribe development standards and is a part of this ordinance. Site Plan is schematic in nature and might have minor variations.

(3) Uses permitted.

(a) Administrative Office.

(b) Appliance, sales, service, and repair.

(c) Antique Store.

(d) Bakery and Candy & Nut Confectioner, with retail sales.

(e) Barber and Beauty Shops, to include Make-Up Artist.

(f) Bike Shop, sales and repair.

(g) Book Store.

(h) Boutique Shop.

(i) Building/Construction Companies, administrative offices only.

(j) Business Machine, Office Equipment and Computer Software, retail.

(k) Calligraphy Office.

(l) Cell Phone/Electronic Repair Shops.

(m) Church, Temple or Mosque (facilities for worship or study of religion)

(n) Coffee or Sandwich Shop, with no drive thru.

(o) Collectible Shop.

(p) Community, Social Uses-Indoor.

(q) Day Care, tenant use only.

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(r) E-commerce and On-line based Supply Shops.

(s) Electric Company, small size only.

(t) Employment Agency.

(u) Estheticians, without burning of candles and incense.

(v) Exterminators.

(w) Florist, with retail sales.

(x) Food Service Establishment.

(y) Food Service Establishment, Food Preparation (Catering Facility).

(z) Game and Movie Rentals Shops.

(aa) Glass Repair Shop.

(bb) Hand Crafted Wares such as pottery, jewelry, art, manufacturing, and retail.

(cc) Hearing Aid, sales and service.

(dd) HVAC Company, small size only.

(ee) Industrial Tool, retail.

(ff) Insulation Companies.

(gg) Dance and Performing Art Studios.

(hh) Gunsmiths.

(ii) Indoor Archery Range, with retail sales.

(jj) Interior Decorating Studios.

(kk) Locksmith.

(ll) Maintenance/Janitorial Service Companies.

(mm) Manufacturing-Light.

(nn) Martial Arts/Self Defense/Gymnastics Schools.

(oo) Medical/Dental Labs, prosthetics, dental appliances.

(pp) Medical Professionals for diagnosis, treatment, physicians, dentists.

(qq) Medical and Surgical Supply Companies.

(rr) Mobile Food Vending Operators.

(ss) Museum/Art Gallery.

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(tt) Non-Profit, offices only.

(uu) Office-General.

(vv) Photographic Studio.

(ww) Plumbing Repair and Fixture retail.

(xx) Rental Event Specialties.

(yy) Party Planners.

(zz) Pest Control Company, with non-hazardous materials.

(aaa) Private Insurance Providers.

(bbb) Retail Trade, with no Tattoo or Head Shops.

(ccc) Retail-Laundry, Dry Cleaner, with pick up and drop off, no processing.

(ddd) Rug and Carpet Companies.

(eee) Shoe Repair.

(fff) Sign Shop.

(ggg) Specified Financial Institutions, with no loan offices.

(hhh) Silk Screeners.

(iii) Tailor and Embroidery Shops.

(jjj) Tax Office.

(kkk) Taxidermist,

(lll) Trophy Engraving Store.

(mmm) Warehouse.

(nnn) Warehouse Trade, with no outdoor sales or display.

(ooo) Watch Repair.

(ppp) Any other uses not mentioned in the above are prohibited.

(4) Setbacks and height restrictions for building structures.

(a) Height: 35 feet maximum.

(b) Front Setback: 20' minimum.

(c) Side Setback: 20' minimum.

(d) Rear Setback: 20' minimum.

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(e) Lot Size: 1,000 Square Feet per unit.

(5) Parking. Requirements shall be adhered to.

(a) Section 153.6.1.2 Parking Dimensions and Size shall be adhered to.

(b) Off-street truck loading requirements cited in Section 153.6.2.1 are not required for this zoning district. Truck loading is permitted within drive aisles but cannot exceed two (2) hours and must provide reasonable accommodation of ingress and egress for vehicular traffic within the site.

(c) Certificates of Occupancy shall be issued on the cumulative required parking based on the current occupancy and required parking spaces. At no time shall a Certificate of Occupancy be issued without meeting the required parking availability.

(d) Primary ingress/egress access shall be on Gill Road with no driveway access along the Interstate Highway 10 West frontage road. Any secondary access point onto Dewhurst Drive that is secured for emergency access only must be equipped with a Knox Box.

(e) Tenants limited to two company vehicles parked outside after hours. No outside parking of trailers, heavy equipment or other company equipment.

(f) Clear sight lines. Clear sight lines shall be maintained for all lot access points and internal circulation intersections in accordance with the standards for public street intersections specified in the City ordinance.

(6) Screening.

(a) Dumpster Enclosures shall be provided and must match the building exterior and utilize metal doors on the front.

(b) Ground level mechanical/electrical equipment shall be screened from public view by walls, or with sustained landscaping or in a manner permitted by law if such landscaping is not permitted or feasible, except for gate control units.

(c) Architectural compatibility whether on-site or incorporated into the building, the required screening treatment is a solid wall enclosure compatible with the materials, colors and architectural style of the building. No wood fencing shall be allowed.

(d) Additional landscape screening around the enclosure is required if the enclosure can be seen from a public street. This required landscape buffer shall be irrigated and maintained.

(e) Screened areas shall be located to the rear or secondary side of the building to minimize visual impacts.

(f) A landscape buffer shall encompass the entire property. A six-foot stone, concrete or masonry opaque wall shall buffer all properties adjacent to the site.

(g) When required by this article or other ordinances screening of a specified operations (e.g., operating equipment) shall be a wall or fence of solid appearance or tight

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hedge, with greenery yeararound, six feet in height at maturity.

(7) Landscaping.

(a) Use Article 7 of the Zoning Ordinance Landscape materials. All undeveloped yards and open spaces required by this appendix, and all-natural screening material, shall be planted according to the specifications in Article 7, Buffering, Landscaping, and Tree Preservation.

(b) Interior Landscaping. Parking end caps and adjacent to building front facades shall incorporate interior landscaping and may include evergreen bushes, ground covers, perennials, small bushes, and small and medium trees. Xeriscape landscape plans are acceptable to reduce water use.

(c) Clear sight lines shall be maintained for all lot access points and internal circulation intersections in accordance with the standards for public street intersections specified in the city ordinances. No landscaping may encroach into drive aisle or impair site [sight] triangle visibility at intersections.

(d) Perimeter parking landscape. Any off-street parking area that directly abuts a pedestrian walkway shall incorporate landscape features along the perimeter of the parking lot. Landscaping shall include combinations of ground cover, seasonal color, and trees.

(8) Signage.

(a) A monument sign including a monument sign for multi-tenants shall be installed.

(b) No pole signs shall be allowed to be installed.

(c) All requirements for signage are to adhere to per Article 12 Sign and Advertising Devices of the Zoning Ordinance.

(d) Interior pole or monument directional signs not to exceed 3 feet in height are permitted.

(e) All tenant suites must post the building and suite address clear visibility from the drive aisles. All suites with a rear access door shall clearly depict the business building and suite address. To ensure visibility the numbers and letters should be no less than four inches in height and of a color which contrasts with the background so as to be outstanding.

(9) Exterior lighting.

(a) Luminaries of a sharp cut-off design are required to shield light source above 72 degrees from vertical and providing 1.0 average maintained footcandles with the following uniformity ratios:

(i) 3:1 average/minimum* (.33 FC minimum);

(ii) 12:1 maximum/minimum* (4.0 FC maximum) are required in all cases.

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* Maximum or minimum footcandle level at any point lighted area.

(b) A photometric grid shall be furnished by developer at time of building permit application.

(c) Any light used to illuminate a parking lot shall be so arranged as not to be directed into or spill over the property line of an adjacent residential use or district.

(10) Building requirements.

(a) Final architectural design to be approved by the City Council.

(b) No blank walls. Site plan configurations and building designs shall not create walls that are predominantly blank and unadorned along public streets except for retaining walls.

(c) Articulation shall be installed on all building fronts and along the rear of the building visible from Beryl Drive/Dewhurst Road.

(d) Parapets and rooflines along the building fronts shall have articulation.

(e) Accessory buildings are not allowed without prior approval of the city council.

(11) Stormwater management. Adhere to Section 153.4.1.6 of the Zoning Ordinance to include the installation of a retention pond in the PUD district. Natural detention facilities must utilize grass type vegetation to prevent erosion. Design must include an access point for maintenance access including landscape maintenance. Maintenance of private facilities is the responsibility of the property owner and must be specified in the maintenance schedule submitted to the city. A maintenance schedule must be approved by the director of public works and/or city engineer prior to the approval of construction drawings.

(12) Hours of operation.

(a) Monday through Friday: Business hours shall be limited to 6:00 a.m.-8:00 p.m.

(b) Saturday and Sunday: Business hours shall be limited to 6:00 a.m.-6:00 p.m.

(13) Outside storage or work.

(a) No outside displays allowed;

(b) No outside sales allowed;

(c) No outside storage allowed; and

(d) No work associated with the business allowed outside.

(14) City ordinances and amendments.

(a) Adherence to all other applicable Balcones Heights ordinances is required unless a variance is approved by the City Council.

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(b) Changes or amendments to a Planned Unit Development shall be processed in the same manner as the original request. Slight changes in the detail or reductions in size of less than twenty [percent] (20%) of the minimum required land area of the Planned Unit Development that do not change the intent, meaning or relationship of structures to each other may be approved by the City Administrator or designee.

(Ord. 2023-05, passed 8-28-2023)

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ORDINANCE NO. 2024-xx

AN ORDINANCE OF THE CITY OF BALCONES HEIGHTS, TEXAS FOR THE PURPOSE OF AMENDING SECTION 153.3.1.16 7001 W IH 10 PUD ZONING DISTRICT REQUIREMENTS (8) SIGNAGE; ESTABLISHING A SEVERABILTY CLAUSE AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Balcones Heights, Texas has adopted a Planned Use Development (PUD) for the construction of a business park at 7001 W IH 10; and

WHEREAS, the City Council wishes to amend the section 153.3.1.16 7001 W IH 10 PUD Zoning District Requirements (8) Signage to allow the installation of a 55-foot electronic sign; and

WHEREAS, the applicant states that the business will comply with all local, state, and federal codes and regulations; and

WHEREAS, the City Council has determined that the proposed 55-foot electronic sign does not adversely affect the character of the area or neighborhood in which it is located; does not substantially reduce the value of the adjacent and nearby property; is in keeping with the spirit and intent of the zoning code; and does not adversely affect traffic, public health, public utilities, public safety or the general welfare of the city; and,

WHEREAS, notice of public hearings before the Planning and Zoning Commission and City Council were published in a newspaper of general circulation; and

WHEREAS, notice of public hearings before the Planning and Zoning Commission and City Council was sent to property owners within 200 feet of the 7001 W IH 10 PUD Zoning District via United States Mail and the public was given the right to provide testimony on this matter and after the completion of the public hearing, the Commission voted 4-0 to approve amending section 153.3.1.16 7001 W IH 10 PUD Zoning District Requirements (8) Signage to the city council:

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF BALCONES HEIGHTS, THAT:

SECTION 1. The Comprehensive Zoning Ordinance of the City of Balcones Heights, Texas is hereby amended for the purpose of allowing the installation of 55-foot electronic sign in the 7001 W IH 10 PUD Zoning District as follows:

(8) Signage.

(a) ~~A monument sign including a monument sign for multi-tenants shall be installed.~~ A 55-foot electronic sign with the dimensions of 15 feet by 30 feet shall be installed.

(b) ~~No pole sign shall be allowed to be installed.~~ Electronic sign will meet section 153.12.16 Electronic signs.

(c) Except for the 55-foot electronic sign, all ~~All~~ requirements for signage are to adhere to ~~per~~ Article 12 Sign and Advertising Devices of the Zoning Ordinance.

SECTION 2. **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 3. **REPEALING ORDINANCES IN CONFLICT.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. **EFFECTIVE DATE.** The Ordinance shall be effective immediately following passage by City Council.

PASSED AND APPROVED this 26th day of August 2024.

Johnny Rodriguez
Mayor

ATTEST:

Delia R. Sanchez
City Secretary

Planned Use Development Amendment

7001 WEST INTERSTATE HIGHWAY 10

PLANNING AND ZONING COMMISSION

AUGUST 20, 2024

Property Description and Location

- Address: 7001 W IH 10
- Property ID: 345145, 345146, 345147, 345148, 345155
- Zoned: O-1 Low Rise Office
- Owner: Tamir Enterprises LTD
- Previous Use: Vacant Lot (Mobile Home Park)



Proposed Revisions

- Existing Section 153.3.1.16 7001 W IH 10 PUD Zoning Districts Requirements (8) Signage
  - (a) A monument sign including a monument sign for multi-tenants shall be installed
  - (b) No pole signs shall be allowed to be installed
  - (c) All requirements for signage are to adhere to per Article 12 Sign and Advertising Devices of the Zoning Ordinance
- New Section 153.3.1.16 7001 W IH 10 PUD Zoning Districts Requirements (8) Signage
  - (a) A 55-foot electronic sign with the dimensions of 15 feet by 30 feet shall be installed
  - (b) Electronic sign will meet section 153.12.16 Electronic Signs
  - (c) Except for the 55-foot electronic sign, all requirements for signage will adhere to Article **12** Sign and Advertising Devices of the Zoning Ordinance

Example of Proposed Sign and Location

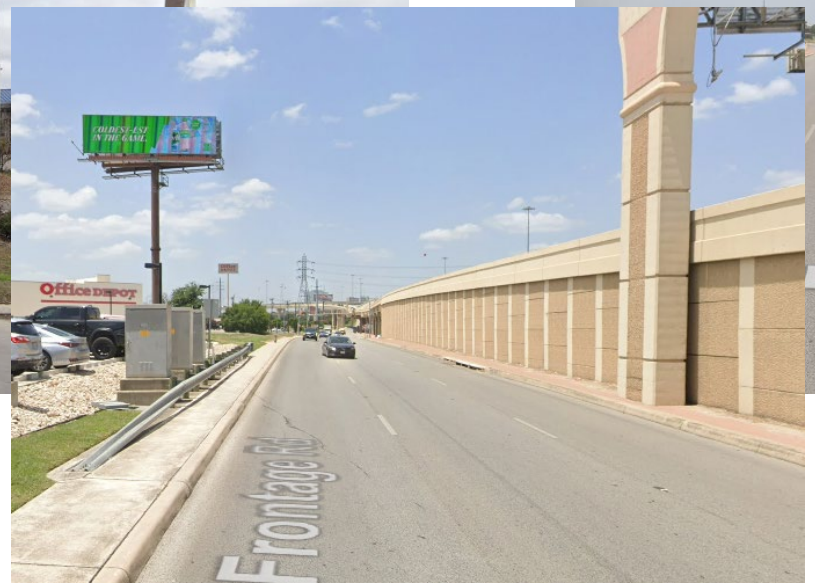




Current Pole Signs in the Area



Howard Johnson-77 feet
Shell Station-69 feet



Electronic Sign-79 feet



Methodist Electronic Sign-66 feet

Benefits of Proposed Sign

- Important to advertise and expose the property to the elevated traffic on IH 10
- Dimensions of sign necessary to be of any consequence
- Proposed sign compatible with existing post signs along frontage road
- Proposed sign not as tall as existing post sign along frontage road

Recommendation

Recommend approval of changes to 153.3.1.16 7001 W IH 10 PUD Zoning Districts Requirements (8) Signage to allow the installation of a 55-foot electronic sign.

KNUDSON
















DREAM | DESIGN | DELIVER

Knudson is a 32-year-old certified small business firm based in Houston, TX, with offices in Houston TX. Specific firm services include:

- Urban Design
- Urban Planning & Policy Development
- Public/Private Partnerships/Economic Development
- Public Involvement/Public Engagement
- Land Planning- Subdivision Design
- Landscape Design
- Geographic Information Services (GIS)

A firm uniquely qualified and positioned to provide creative, innovative, and practical urban planning, economic development services and landscape design. Knudson's mission is to help our clients build better neighborhoods, better communities, and better cities.

Knudson clients public and private entities such as METRO, Harris County, City of Houston, Harris County Flood Control, TIRZ 24, TIRZ 27 City of Houston, City of McGregor TIRZ 1, San Jacinto River Authority, Galveston, and other Gulf Coast entities.

Knudson's approach to project development is a simple three prong approach. 1) Begin each job with the end in mind, 2) Data driven analysis and, 3) Differentiators in design solutions that appeal to the community, market, and sustainability of the project. Knudson understands what makes the project unique and financeable.

Knudson understands both the requirements of the public sector and the needs of the private sector in building better cities and has a proven track-record of innovative public partnerships and consistent results. Over the last 32 years, Knudson has been instrumental in leading teams and facilitating the design, development, construction, and financing for over $15 Billion projects in the Texas.

Knudson is HUB (Historically Underutilized Business) designated by the State of Texas and is a certified Woman-Owned Disadvantaged Business Enterprise (W/DBE).

PATRICIA KNUDSON **JOINER,** AICP

PRESIDENT AND C.E.O. | PRINCIPAL IN CHARGE



EDUCATION

Mankato State University-Minnesota
Bachelor of Science, Geography – 1977
Specializing in Urban and Regional Studies

Bachelor of Science, Recreation, Parks & Community Development – 1977
Specializing in Resource Management

Center For Houston's Future– Graduate, 2003

REGISTRATION

American Institute of Certified Planners – AICP, # 41879

PROFESSIONAL AFFILIATIONS

- Certified Commercial Investment Member (CCIM)
- Certified State of Texas HUB VID #25039
- Certified City of Houston, METRO, HISD, DBE, SBE, WBE
- American Planning Association- Texas Chapter, Houston District Board Director- 2010 – 2012
- Greater Houston Builder's Association (GHBA) - Former Board Member
- Greater Houston Partnership- Member
- Houston-Galveston Area Council, TAC Member – 2005-2012
- Urban Land Institute (ULI) Full Member Since 1992-Current
- Scenic Houston- Board Member
- Lifetime Member of Houston Livestock & Rodeo –International Committee

Over the past 33-years, Patricia "Patti" Knudson Joiner, AICP has built a reputation for creating and implementing innovative planning standards, design methodologies and economic strategies for the Texas Gulf Coast Region. The result has been the creation of over $14 billion in new taxable value from over $1 billion in signed developer agreements. That means that for every $1.00 of tax money spent for the developer reimbursement, the political jurisdiction received $14.00 in new taxable property revenues making a "win-win" strategy for cities, counties and private sector developers.

Patti is an acknowledged pioneer of Texas public land use policy and development strategy. She was the youngest person, and the first woman, to be appointed Director of Planning and Development for the City of Houston, managing a $16 million annual budget and a staff of 327 employees for the last years of her public service.

"Building Better Cities by Design" is the core value of Knudson LP, established in 1990. Upon founding Knudson, Patti was able to apply the lessons learned during her 13-year public sector career, offering a unique perspective and understanding of "what keeps the client up at night." Knudson offers professional services which provide tailored solutions through planning, design and development. The unique ability to evaluate public or private development projects and identify creative implementation strategies makes Knudson a leader in economic development, including the creation of public/private partnerships, ecological planning, landscape architecture, land planning and design and construction management services. Patti continues to be a strong advocate for planning, serving on the boards of Scenic Houston, East End Chamber, Urban Land Institute Houston, Texas Southern University College of Public Affairs and the State APA. Patti is a Spring 2003 Graduate of the Center for Houston's Future.

Key Projects:

- Shadow Creek Ranch TIRZ #2- Creation and PUD Pearland, TX
- Memorial Heights TIRZ #5-Creation, Management and Planning- Houston, TX
- South Post Oak TIRZ #9-Creation, Management and Planning-Houston, TX
- Gulfgate TIRZ#8-Creation and Management-Houston, TX
- HCID #18 Springwoods/Exxon- First Harris County 381 Agreement $82Million, Harris County, TX
- Houston First Chapter 380 Agreement- Frank Lui (Lovett Homes), Houston, TX
- Katy Mills TIRZ#1-Katy,TX Creation

San Antonio Express - News
Attn: Advertising AR Department
4747 Southwest Freeway
Houston, TX 77027

CITY OF BALCONES HEIGHTS
3300 HILLCREST DR
ATTN: TREASURER
SAN ANTONIO, TX, 78201

34347267

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, a Newspaper Representative for the Hearst Newspapers, LLC – dba: San Antonio Express - News, a newspaper published in COUNTY OF BEXAR County, Texas and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to wit:

Customer ID	Customer	Order ID	Publication	Pub Date
20002118	CITY OF BALCONES HEIGHTS	34347267	SAE Express-News	08/14/24

Newspaper Representative Signature

Tamika Perry
Newspaper Representative Printed Name

Sworn and subscribed to before me, this 14th day of August A.D. 2024.

Notary Public in and for the State of Texas

ERIKA ACEVEDO
Notary Public, State of Texas
Comm. Expires 05-16-2028
Notary ID 128948353

NOTICE OF PUBLIC HEARING ON PROPERTY TAX ABATEMENT GUIDELINES AND CRITERIA

A public hearing of the City of Balcones Heights, Texas, will be held on Monday, August 26, 2024, at 6:00 p.m., in the City Council Chamber, City Hall, 3300 Hillcrest Dr., San Antonio, Texas, to consider the adoption of the City of Balcones Heights property tax abatement guidelines and criteria in accordance with Chapter 312 of the Texas Tax Code.

Members of the public will be given the opportunity to be heard, and all persons desiring to address Council regarding the adoption of the property tax abatement guidelines and criteria will be permitted to do so at that time. The City Council will, in addition, receive written comments if timely filed with the City Secretary no later than 6:00 p.m. on August 26, 2024 prior to commencement of the public hearing.

For further information, please contact:
Gilbert Perales
City Administrator
(210) 957-3541
gperales@bhtx.gov

NOTICE OF PUBLIC HEARING ON
PROPERTY TAX ABATEMENT GUIDELINES AND CRITERIA

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For further information, please contact:
Gilbert Perales
City Administrator
Telephone: 210-957-3541
gperales@bhtx.gov

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALCONES HEIGHTS, TEXAS ADOPTING A TAX ABATEMENT POLICY OF GUIDELINES AND CRITERIA FOR GOVERNING TAX ABATEMENT INCENTIVES PURSUANT TO CHAPTER 312 OF THE TEXAS TAX CODE WITHIN THE CITY LIMITS OF BALCONES HEIGHTS AND ITS EXTRATERRITORIAL JURISDICTION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCE IN CONFLICT; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Balcones Heights, Texas ("City") wishes to support promotion of economic development programs within its jurisdictional limits; and

WHEREAS, the Texas Legislature has passed and approved the Property Redevelopment and Tax Abatement Act, codified in the Texas Tax Code as Chapter 312, as amended (hereinafter referred to as the "Act"); and

WHEREAS, pursuant to Section 312.002(a) of the Act, a taxing unit may not enter into a tax abatement agreement under the Act or designate an area as a reinvestment zone unless it has elected to become eligible to participate in tax abatement, and has established guidelines and criteria governing tax abatement agreements by the taxing unit; and

WHEREAS, the City Council of the City of Balcones Heights desires to include in its Economic Development Incentives Program provisions for granting tax abatements according to Chapter 312 of the Texas Tax Code; and

WHEREAS, these guidelines and criteria will govern tax abatements in Balcones Heights, Texas and the abatements are designed to benefit the City by encouraging and supporting economic investment and job growth and shall apply to both new facilities and the expansion of or modernizing present facilities in the City; and

WHEREAS, these guidelines shall not be construed as implying or suggesting that the City of Balcones Heights is under any obligation to provide tax abatement or other incentives to any applicant, and all applicants shall be considered on a case-by-case basis; and

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

Section 1. The City Council of the City of Balcones Heights, Texas hereby publicly elects to participate in tax abatement and adopts the "City of Balcones Heights, Texas Tax Abatement Policy, Guidelines and Criteria," attached hereto as ***Exhibit A***, which is incorporated herein for all purposes, for granting tax abatements within the City of Balcones Heights, Texas and its extraterritorial jurisdiction and as authorized and contemplated under Chapter 312 of the Texas Tax Code.

Section 2. Incorporation of Recitals. The City hereby finds that the statements set forth in the recitals of this ordinance are true and correct, and the City hereby incorporates such recitals as findings of fact.

Section 3. Severability Clause. If any provision of this ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this ordinance would have been enacted without such invalid provision.

Section 4. Repealing Ordinances in Conflict and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict with all remaining portions not conflicting being saved from repeal herein.

Section 5. Code of Ordinances. It is the intention of the City Council of the City of Balcones Heights that this ordinance become a part of the Code of Ordinances of the City of Balcones Heights and may be renumbered and codified therein accordingly.

Section 6. Effective Date. This ordinance shall become effective immediately following adoption by the City Council of the City of Balcones Heights.

PASSED, APPROVED and ADOPTED this ____ day of August, 2024.

Johnny A. Rodriguez, Jr.
Mayor

ATTEST:

Delia R. Sanchez
City Secretary

EXHIBIT A.

City of Balcones Heights Tax Abatement Program

Section 1. Tax Abatement Program.

(a) Owners of real property zoned Low Rise Office (O-1), High Rise Office (O-2), Local Retal (C-1), General Retail (C-2), Mixed Use District (MXD), Light Industry (M-1), Commercial or Industrial Services (M-2) and PUD Zoning District (PUD) located within the corporate municipal limits of the City of Balcones Heights, Texas will be eligible to apply to the City Council for Tax Abatement of municipal ad valorem taxes (hereinafter referred to as "Abatement"). All real property located within these zoning districts is designated a reinvestment zone pursuant to Tex. Tax. Code Ann. Sec. 312.202 for a period of **five (5) years** from the effective date of this Ordinance . Reinvestment zones may be renewed for periods not to exceed five years, as provided by law. Individual Abatement agreements within these zones will be considered for approval by the City Council after public hearing.

(b) An owner of real property zoned Low Rise Office (O-1), High Rise Office (O-2), Local Retal (C-1), General Retail (C-2), Mixed Use District (MXD), Light Industry (M-1), Commercial or Industrial Services (M-2) and PUD Zoning District (PUD) or their agent may apply for a real property tax abatement of municipal ad valorem taxes for real property improvements, including the construction of new facilities and structures, located within the City up to the following amounts / percentages and years:

INVESTMENT	ABATEMENT	MAX. # OF YEARS
$5,000,000 or greater	100%	5
$2,000,000 - $4,999,999.99	80%	4
$500,000 - $1,999,999.99	60%	3
$100,000 - $499,999.99	50%	2

(c) An owner of real property zoned Low Rise Office (O-1), High Rise Office (O-2), Local Retal (C-1), General Retail (C-2), Mixed Use District (MXD), Light Industry (M-1), Commercial or Industrial Services (M-2) and PUD Zoning District (PUD) or their agent may apply for a real property tax abatement of municipal ad valorem taxes for real property improvements for a commercial business or development **generating municipal sales tax revenue**, including the construction of new facilities and structures, located within the City up to the following amounts / percentages and years:

INVESTMENT	ABATEMENT	MAX. # OF YEARS
$5,000,000 or greater	100%	5
$2,000,000 - $4,999,999.99	80%	4
$500,000 - $1,999,999.99	60%	3
$100,000 - $499,999.99	50%	2

(d) Abatements are limited to the abovementioned maximum number of years per approved project or until the amount received by the property owner through the Abatement equals the eligible project costs, whichever occur first. After an existing Abatement expires, a new project for an Abatement period may be applied for. Abatement periods will not run concurrently. The City Secretary shall keep records of all approved work and allotted time periods. All information will be forwarded to the Bexar County Appraisal District and the Bexar County Tax Assessor-Collector or their designees.

Section 2. Eligible Projects

(a) Eligible projects may include the construction of new facilities and structures or the expansion or modernization of existing facilities and structures. All construction shall be consistent with subchapter (b) or (c) hereof.

(1) Existing Structures: Interior improvements will be limited to framing (walls, floors, and ceilings), plumbing, electrical wiring, mechanical items (heating, cooling, and ventilation), and cabinetry and woodwork. Fixtures, decorative items, and personal property will not normally be eligible for consideration (See subsection (d) below). Costs for Abatement projects on existing structures will include materials and labor necessary for repairing, replacing, or additions to the structure. The following types of construction will be considered for reimbursement:

a. Structural walls
b. Structural subfloors
c. Structural ceilings
d. Exterior doors
e. Exterior paint
f. Mechanical equipment
g. Windows
h. Any exterior brick veneers or treatments
i. All electrical wiring
j. Roofing (Arising from structural or integrity concerns)
k. Gutter or roof drainage systems
l. Façade items
m. Architectural and engineering services, construction demolition, and clean up services if the work is directly related to work contained in the Certificate of Appropriateness
n. Foundations
o. Termite damage or treatment
p. Security or fire protection systems
q. Interior cabinetry or woodwork

(2) New Facilities & Structures: Eligible expenses include any item considered a reimbursable expense for the expansion or modernization of existing facilities & structures, as provided by subsection e (1) (a – q) hereof; and such other and additional items of new construction approved in a Certificate of Appropriateness.

(b) A property owner currently receiving Abatement may apply for additional Abatements for new projects. If approved, new project Abatements will be credited to the property owner's Abatement account. After a current project has received an Abatement equal to the eligible costs, or the maximum timeframe period has expired, a new Abatement may commence for an approved project not to exceed the maximum allowable Abatement timeframe. No more than one Abatement may be operative during any one Abatement timeframe.

Section 3. Ineligible Costs

Tax Abatements may only be used for reimbursable eligible expenses outlined in Section 2. Ineligible costs include, but are not limited to, the following:

(1) Overhead
(2) Taxes
(3) Postage
(4) Administrative payroll
(5) Equipment repairs
(6) Tools
(7) Portable restrooms
(8) Lodging and meals
(9) Items not directly related to the structural integrity or viability of a structure
(10) Fixtures (except as provided by subsection (d) hereof)

Section 4. Assignment

Approved Abatements may be assigned to subsequent owners with the approval of the City's City Council after notice and public hearing.

Section 5. Recapture

If an approved structure for which an Abatement has been approved is totally or partially destroyed, or altered by the willful act or negligence of the owner or his or her representative, or if the owner fails to make the improvements required by the terms of the agreement providing for the Abatement, the owner shall be required to repay all previously abated ad valorem taxes after notice and hearing before the City Council. The City will to the extent permitted by law be entitled to a priority lien upon the previously abated real property to secure payment of the tax indebtedness, with such lien attaching immediately upon a declaration of indebtedness by the City Council.

Section 5. Application and Approval Process.

(a) Prior to filing an application with the City Secretary for an Abatement, the prospective applicant shall:

(1) Provide a Certificate of Appropriateness from the City Council approving the project. Certify that the subject property is within the City and confirm the project has been constructed in conformity with the Certificate of Appropriateness.

(2) Certify the project has been completed. If the project has not yet been completed, the applicant must return to the City Council for approval.

(3) Application for Abatement will be completed by the property owner, or the owner's agent on the form provided by the City Secretary. Applications shall include all project cost receipts and an affidavit affirming the information contained in the application is correct. The City Secretary must receive completed Applications no later than thirty (30) days prior to public hearing by the City Council.

(4) Applications will be filed with the City Secretary. Each application will be signed and sworn to by the owner of the property and shall:

a. State the legal description of the property proposed for certification;

b. Include a final and complete set of plans for the structure's restoration, rehabilitation, or construction;

c. Include a statement of costs for the restoration, rehabilitation, or construction;

d. Include a projection of the estimated construction, time and predicted completion date of the restoration, rehabilitation, or construction;

e. Include a detailed statement of the proposed use for the property; and

f. Provide any relevant information on the history of the structure, or access to the structure by the public.

g. Provide such other and additional information requested by the City to effectuate the purposes of this section.

h. Submit an application fee to the City of Balcones Heights, Texas in the amount of $500.00. Abatement applications may not be considered without payment of the application fee.

(b) Prior to submission to the City Council, the City Administrator will prepare a report assessing the project, determining whether it was completed as approved in the Certificate of Appropriateness, and stating such other facts or information that may be useful to the City Council. Before submission of the written report and the Application to the City Council, the City Administrator will require the Building Inspector to inspect the property to ensure its compliance with all applicable codes.

(c) The City Council shall hold a public hearing on all requests for Abatement upon the receipt of the completed Application and the Building Inspector's report.

(d) Public notice shall include the date, time, and place of the public hearing, legal description of the property, and a general description of the applicant's request for Abatement. Notice shall be posted at City Hall and published in the official newspaper.

(e) At the public hearing, the City Council shall determine if the completed project is substantially in compliance with the Certificate of Appropriateness. If the Council finds that additional information relative to the pending application is necessary for its review, the Council may postpone public hearing and action on the Application until such information is provided.

(f) The City Council shall have the authority to approve, disapprove, or approve Abatement with conditions the Council deems necessary. The City Council shall not approve requests for Abatement where the project was completed prior to the adoption of this Article, where the applicant has not obtained a Certificate of Appropriateness, or where the applicant has not substantially complied with the requirements of the Certificate of Appropriateness.

(g) Effective Date. The City Secretary shall, within ten (10) days, notify the Bexar County Tax Assessor-Collector of all approvals and prepare and provide all documentation required by the county. The Bexar County Tax Assessor-Collector will abate taxes for the property in accordance with this section. Approved Abatements shall take effect starting on January 1. (1st) of the year following approval and each year thereafter until the sum of abated taxes equals the eligible project costs, or until the expiration of the maximum allowable Abatement timeframe.

(h) Program Discontinuance. Should the City Council decide to discontinue the Abatement program, currently approved Abatements will be permitted to continue until expiration. Upon discontinuance the City Secretary will not accept new Abatement applications.

(i) In accordance with Chapter 312 of the Texas Tax Code, the guidelines and criteria adopted under this section are effective for two years from the date of the adoption of this section. During this period, the guidelines and criteria may be amended or repealed only by a vote of three-fourths of the members of the City Council.

(j) The adoption of the guidelines and criteria by the City Council does not:

(1) limit the discretion of the City Council to decide whether to enter into a specific tax Abatement agreement; or

(2) limit the discretion of the City Council to delegate to its employees the authority to determine whether or not the City Council should consider a particular application or request for tax abatement; or

(3) create any property, contract, or other right including vested rights in any natural person or other legally recognized entity to require the City Council to consider or grant a specific application for Abatement.

(k) Information provided to the City in connection with an application or request for tax abatement under this chapter that describes the specific processes or business activities to be conducted, or the equipment or other property to be located on the property for which tax abatement is sought, is confidential and not subject to public disclosure until the tax abatement agreement is executed. The information in the custody of a taxing unit after the agreement is executed is not confidential under this paragraph.

(l) The City Administrator is authorized and shall prepare appropriate forms for use with this section including Certificates of Appropriateness, Abatement Applications, and Abatement Agreements.

TAX CODE

TITLE 3. LOCAL TAXATION

SUBTITLE B. SPECIAL PROPERTY TAX PROVISIONS

CHAPTER 312. PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 312.001. SHORT TITLE. This chapter may be cited as the Property Redevelopment and Tax Abatement Act.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.

Sec. 312.002. ELIGIBILITY OF TAXING UNIT TO PARTICIPATE IN TAX ABATEMENT. (a) A taxing unit may not enter into a tax abatement agreement under this chapter and the governing body of a municipality or county may not designate an area as a reinvestment zone unless the governing body has established guidelines and criteria governing tax abatement agreements by the taxing unit and a resolution stating that the taxing unit elects to become eligible to participate in tax abatement. The guidelines applicable to property other than property described by Section 312.211(a) must provide for the availability of tax abatement for both new facilities and structures and for the expansion or modernization of existing facilities and structures.

(b) The governing body of a taxing unit may not enter into a tax abatement agreement under this chapter unless it finds that the terms of the agreement and the property subject to the agreement meet the applicable guidelines and criteria adopted by the governing body under this section.

(c) The guidelines and criteria adopted under this section are effective for two years from the date adopted. During that period, the guidelines and criteria may be amended or repealed only by a vote of three-fourths of the members of the governing body.

(c-1) Before the governing body of a taxing unit may adopt, amend, repeal, or reauthorize guidelines and criteria, the body must hold a public hearing regarding the proposed adoption, amendment, repeal, or reauthorization at which members of the public are given the opportunity to be heard.

(c-2) A taxing unit that maintains an Internet website shall post the current version of the guidelines and criteria governing tax abatement agreements adopted under this section on the website.

(d) The adoption of the guidelines and criteria by the governing body of a taxing unit does not:

(1) limit the discretion of the governing body to decide whether to enter into a specific tax abatement agreement;

(2) limit the discretion of the governing body to delegate to its employees the authority to determine whether or not the governing body should consider a particular application or request for tax abatement; or

(3) create any property, contract, or other legal right in any person to have the governing body consider or grant a specific application or request for tax abatement.

(e) The guidelines and criteria adopted by the commissioners court of a county may include a requirement that an application or request for tax abatement submitted to the county under this chapter must be accompanied by a reasonable application fee not to exceed $1,000.

(f) On or after September 1, 2001, a school district may not enter into a tax abatement agreement under this chapter.

(g) "Taxing unit" has the meaning assigned by Section 1.04, except that for a tax abatement agreement executed on or after September 1, 2001, the term does not include a school district that is subject to Chapter 48, Education Code, and that is organized primarily to provide general elementary and secondary public education.

Added by Acts 1989, 71st Leg., ch. 2, Sec. 14.07(a), eff. Aug. 28, 1989. Amended by Acts 1989, 71st Leg., ch. 1137, Sec. 1, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 20, Sec. 22, eff. Aug. 26, 1991; Acts 1991, 72nd Leg., ch. 391, Sec. 26, eff. Aug. 26, 1991; Acts 1991, 72nd Leg., ch. 836, Sec. 9.2, eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 347, Sec. 4.13(2), eff. May 31, 1993; Acts 1997, 75th Leg., ch. 855, Sec. 9, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1333, Sec. 1, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1029, Sec. 3, eff. June 15, 2001; Acts 2001, 77th Leg., ch. 1145, Sec. 1, eff. June 15, 2001; Acts 2003, 78th Leg., ch. 1275,

Sec. 2(124), eff. Sept. 1, 2003.

Amended by:

Acts 2019, 86th Leg., R.S., Ch. 943 (H.B. 3), Sec. 3.093, eff. September 1, 2019.

Acts 2019, 86th Leg., R.S., Ch. 1155 (H.B. 3143), Sec. 1, eff. September 1, 2019.

Sec. 312.0021. PROHIBITION ON ABATEMENT OF TAXES ON CERTAIN PROPERTY NEAR MILITARY AVIATION FACILITY. (a) In this section:

(1) "Military aviation facility" means a base, station, fort, or camp at which fixed-wing aviation operations or training is conducted by the United States Air Force, the United States Air Force Reserve, the United States Army, the United States Army Reserve, the United States Navy, the United States Navy Reserve, the United States Marine Corps, the United States Marine Corps Reserve, the United States Coast Guard, the United States Coast Guard Reserve, or the Texas National Guard.

(2) "Wind-powered energy device" has the meaning assigned by Section 11.27.

(b) Notwithstanding any other provision of this chapter, an owner or lessee of a parcel of real property that is located wholly or partly in a reinvestment zone may not receive an exemption from taxation of any portion of the value of the parcel of real property or of tangible personal property located on the parcel of real property under a tax abatement agreement under this chapter that is entered into on or after September 1, 2017, if, on or after that date, a wind-powered energy device is installed or constructed on the same parcel of real property at a location that is within 25 nautical miles of the boundaries of a military aviation facility located in this state. The prohibition provided by this section applies regardless of whether the wind-powered energy device is installed or constructed at a location that is in the reinvestment zone.

(c) The prohibition provided by this section does not apply if the wind-powered energy device is installed or constructed as part of an expansion or repowering of an existing project.

Added by Acts 2017, 85th Leg., R.S., Ch. 444 (S.B. 277), Sec. 2,

eff. September 1, 2017.

Sec. 312.0025. DESIGNATION OF REINVESTMENT ZONE BY SCHOOL DISTRICT. (a) Notwithstanding any other provision of this chapter to the contrary, the governing body of a school district, in the manner required for official action and for purposes of former Subchapter B or C, Chapter 313, of this code or Subchapter T, Chapter 403, Government Code, may designate an area entirely within the territory of the school district as a reinvestment zone if the governing body finds that, as a result of the designation and the granting of a limitation on appraised value under former Subchapter B or C, Chapter 313, of this code or the granting of a limitation on taxable value under Subchapter T, Chapter 403, Government Code, for property located in the reinvestment zone, the designation is reasonably likely to:

(1) contribute to the expansion of primary employment in the reinvestment zone; or

(2) attract major investment in the reinvestment zone that would:

(A) be a benefit to property in the reinvestment zone and to the school district; and

(B) contribute to the economic development of the region of this state in which the school district is located.

(b) The governing body of the school district may seek the recommendation of the commissioners court of each county and the governing body of each municipality that has territory in the school district before designating an area as a reinvestment zone under Subsection (a).

Added by Acts 2001, 77th Leg., ch. 1505, Sec. 4, eff. Jan. 1, 2002.

Amended by:

Acts 2023, 88th Leg., R.S., Ch. 377 (H.B. 5), Sec. 8, eff. January 1, 2024.

Sec. 312.003. CONFIDENTIALITY OF PROPRIETARY INFORMATION. Information that is provided to a taxing unit in connection with an application or request for tax abatement under this chapter and that describes the specific processes or business activities to be

conducted or the equipment or other property to be located on the property for which tax abatement is sought is confidential and not subject to public disclosure until the tax abatement agreement is executed. That information in the custody of a taxing unit after the agreement is executed is not confidential under this section.
Added by Acts 1989, 71st Leg., ch. 1137, Sec. 2, eff. Sept. 1, 1989.

Sec. 312.004. TAXING UNIT WITH TAX RATE SET BY COMMISSIONERS COURT. (a) The commissioners court of a county that enters into a tax abatement agreement for the county may enter into a tax abatement agreement applicable to the same property on behalf of a taxing unit other than the county if by statute the ad valorem tax rate of the other taxing unit is approved by the commissioners court or the commissioners court is expressly required by statute to levy the ad valorem taxes of the other taxing unit. The tax abatement agreement entered into on behalf of the other taxing unit is not required to contain the same terms as the tax abatement agreement entered into on behalf of the county.

(b) This section does not apply to a taxing unit because the county tax assessor-collector is required by law to assess or collect the taxing unit's ad valorem taxes.
Added by Acts 1989, 71st Leg., ch. 1137, Sec. 3, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1039, Sec. 1, eff. Sept. 1, 1999.

Sec. 312.005. STATE ADMINISTRATION. (a) The comptroller shall maintain a central registry of reinvestment zones designated under this chapter and of ad valorem tax abatement agreements executed under this chapter. The chief appraiser of each appraisal district that appraises property for a taxing unit that has designated a reinvestment zone or executed a tax abatement agreement under this chapter shall deliver to the comptroller before July 1 of the year following the year in which the zone is designated or the agreement is executed a report providing the following information:

(1) for a reinvestment zone, a general description of the zone, including its size, the types of property located in it,

its duration, and the guidelines and criteria established for the reinvestment zone under Section 312.002, including subsequent amendments and modifications of the guidelines or criteria;

(2) a copy of each tax abatement agreement to which a taxing unit that participates in the appraisal district is a party;

(3) the information described by Section 312.205(a)(1) in connection with each tax abatement agreement described by Subdivision (2) of this subsection; and

(4) any other information required by the comptroller to administer this section.

(a-1) For each of the first three tax years following the expiration of a tax abatement agreement executed under this chapter, the chief appraiser shall deliver to the comptroller a report containing the appraised value of the property that was the subject of the agreement.

(b) The comptroller may provide assistance to a taxing unit on request of its governing body or the presiding officer of its governing body relating to the administration of this chapter. The Texas Department of Commerce and the comptroller may provide technical assistance to a local governing body regarding the designation of reinvestment zones, the adoption of tax abatement guidelines, and the execution of tax abatement agreements.

(c) Not later than December 31 of each even-numbered year, the comptroller shall submit a report to the legislature and to the governor on reinvestment zones designated under this chapter and on tax abatement agreements adopted under this chapter, including a summary of the information reported under this section.

Added by Acts 1989, 71st Leg., ch. 1137, Sec. 4, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., 2nd C.S., ch. 6, Sec. 59, eff. Sept. 1, 1991; Acts 1995, 74th Leg., ch. 995, Sec. 2, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1382, Sec. 1, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 268, Sec. 4, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1029, Sec. 2, eff. June 15, 2001.

Amended by:

Acts 2019, 86th Leg., R.S., Ch. 1155 (H.B. 3143), Sec. 2, eff. September 1, 2019.

Acts 2021, 87th Leg., R.S., Ch. 391 (S.B. 1257), Sec. 1, eff.

September 1, 2021.

Sec. 312.006. EXPIRATION DATE. If not continued in effect, this chapter expires September 1, 2029.

Added by Acts 1989, 71st Leg., ch. 1137, Sec. 5, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., 1st C.S., ch. 17, Sec. 2.16, eff. Nov. 12, 1991; Acts 1995, 74th Leg., ch. 995, Sec. 4, eff. Aug. 31, 1995; Acts 2001, 77th Leg., ch. 1029, Sec. 1, eff. June 15, 2001; Acts 2001, 77th Leg., ch. 1505, Sec. 5, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 610 (H.B. 773), Sec. 1, eff. June 19, 2009.

Acts 2019, 86th Leg., R.S., Ch. 1155 (H.B. 3143), Sec. 3, eff. September 1, 2019.

Sec. 312.007. DEFERRAL OF COMMENCEMENT OF ABATEMENT PERIOD. (a) In this section, "abatement period" means the period during which all or a portion of the value of real property or tangible personal property that is the subject of a tax abatement agreement is exempt from taxation.

(b) Notwithstanding any other provision of this chapter, the governing body of the taxing unit granting the abatement and the owner of the property that is the subject of the agreement may agree to defer the commencement of the abatement period until a date that is subsequent to the date the agreement is entered into, except that the duration of an abatement period may not exceed 10 years.

Added by Acts 2009, 81st Leg., R.S., Ch. 1195 (H.B. 3896), Sec. 2, eff. June 19, 2009.

Added by Acts 2009, 81st Leg., R.S., Ch. 1225 (S.B. 1458), Sec. 2, eff. June 19, 2009.

Sec. 312.008. INTERNET LINK TO AGREEMENT. A taxing unit that maintains an Internet website and that executes a tax abatement agreement under this chapter shall provide on the website a direct link to the location of the agreement information published on the comptroller's Internet website under Section 403.0246, Government Code.

Added by Acts 2023, 88th Leg., R.S., Ch. 354 (S.B. 1340), Sec. 3, eff. January 1, 2024.

SUBCHAPTER B. TAX ABATEMENT IN MUNICIPAL REINVESTMENT ZONE

Sec. 312.201. DESIGNATION OF REINVESTMENT ZONE. (a) The governing body of a municipality by ordinance may designate as a reinvestment zone an area, or real or personal property the use of which is directly related to outdoor advertising, in the taxing jurisdiction or extraterritorial jurisdiction of the municipality that the governing body finds satisfies the requirements of Section 312.202.

(b) The ordinance must describe the boundaries of the zone and the eligibility of the zone for residential tax abatement or commercial-industrial tax abatement or tax increment financing as provided for in Chapter 311.

(c) Area of a reinvestment zone designated for residential tax abatement or commercial-industrial tax abatement may be included in an overlapping or coincidental residential or commercial-industrial zone. In that event, the zone in which the property is considered to be located for purposes of executing an agreement under Section 312.204 or 312.211 is determined by the comprehensive zoning ordinance, if any, of the municipality.

(d) The governing body may not adopt an ordinance designating an area as a reinvestment zone until the governing body has held a public hearing on the designation and has found that the improvements sought are feasible and practical and would be a benefit to the land to be included in the zone and to the municipality after the expiration of an agreement entered into under Section 312.204 or 312.211, as applicable. At the hearing, interested persons are entitled to speak and present evidence for or against the designation. Not later than the seventh day before the date of the hearing, notice of the hearing must be:

(1) published in a newspaper having general circulation in the municipality; and

(2) delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its

boundaries real property that is to be included in the proposed reinvestment zone.

(e) A notice made under Subsection (d)(2) is presumed delivered when placed in the mail postage paid and properly addressed to the appropriate presiding officer. A notice properly addressed and sent by registered or certified mail for which a return receipt is received by the sender is considered to have been delivered to the addressee.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 2, Sec. 14.08(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 855, Sec. 10, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1333, Sec. 2, eff. Sept. 1, 1997.

Sec. 312.2011. ENTERPRISE ZONE. Designation of an area as an enterprise zone under Chapter 2303, Government Code constitutes designation of the area as a reinvestment zone under this subchapter without further hearing or other procedural requirements other than those provided by Chapter 2303, Government Code.

Added by Acts 1989, 71st Leg., ch. 1106, Sec. 28, eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 5.95(22), eff. Sept. 1, 1995.

Sec. 312.202. CRITERIA FOR REINVESTMENT ZONE. (a) To be designated as a reinvestment zone under this subchapter, an area must:

(1) substantially arrest or impair the sound growth of the municipality creating the zone, retard the provision of housing accommodations, or constitute an economic or social liability and be a menace to the public health, safety, morals, or welfare in its present condition and use because of the presence of:

(A) a substantial number of substandard, slum, deteriorated, or deteriorating structures;

(B) the predominance of defective or inadequate sidewalks or streets;

(C) faulty size, adequacy, accessibility, or usefulness of lots;

(D) unsanitary or unsafe conditions;

(E) the deterioration of site or other improvements;

(F) tax or special assessment delinquency exceeding the fair value of the land;

(G) defective or unusual conditions of title;

(H) conditions that endanger life or property by fire or other cause; or

(I) any combination of these factors;

(2) be predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the municipality;

(3) be in a federally assisted new community located in a home-rule municipality or in an area immediately adjacent to a federally assisted new community located in a home-rule municipality;

(4) be located entirely in an area that meets the requirements for federal assistance under Section 119 of the Housing and Community Development Act of 1974 (42 U.S.C. Section 5318);

(5) encompass signs, billboards, or other outdoor advertising structures designated by the governing body of the municipality for relocation, reconstruction, or removal for the purpose of enhancing the physical environment of the municipality, which the legislature declares to be a public purpose; or

(6) be reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the municipality.

(b) For purposes of this section, a federally assisted new community is a federally assisted area:

(1) that has received or will receive assistance in the form of loan guarantees under Title X of the National Housing Act (12 U.S.C. Section 1749aa et seq.); and

(2) a portion of which has received grants under

Section 107 of the Housing and Community Development Act of 1974 (42 U.S.C. Section 5307) made pursuant to the authority created by that section for grants in behalf of new communities assisted under Title VII of the Housing and Urban Development Act of 1970 or Title IV of the Housing and Urban Development Act of 1968 or in behalf of new community projects assisted under Title X of the National Housing Act (12 U.S.C. Section 1749aa et seq.).

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 2, Sec. 14.09(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1106, Sec. 29, eff. Aug. 28, 1989.

Sec. 312.203. EXPIRATION OF REINVESTMENT ZONE. The designation of a reinvestment zone for residential or commercial-industrial tax abatement expires five years after the date of the designation and may be renewed for periods not to exceed five years, except that a reinvestment zone that is a state enterprise zone is designated for the same period as a state enterprise zone as provided by Chapter 2303, Government Code. The expiration of the designation does not affect an existing tax abatement agreement made under this subchapter.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 985, Sec. 12, eff. Sept. 1, 1995.

Sec. 312.204. MUNICIPAL TAX ABATEMENT AGREEMENT. (a) The governing body of a municipality eligible to enter into tax abatement agreements under Section 312.002 may agree in writing with the owner of taxable real property that is located in a reinvestment zone, but that is not in an improvement project financed by tax increment bonds, to exempt from taxation a portion of the value of the real property or of tangible personal property located on the real property, or both, for a period not to exceed 10 years, on the condition that the owner of the property make specific improvements or repairs to the property. The governing body of an eligible municipality may agree in writing with the owner of a leasehold interest in tax-exempt real property that is located in a reinvestment zone, but that is not in an improvement project

financed by tax increment bonds, to exempt a portion of the value of property subject to ad valorem taxation, including the leasehold interest, improvements, or tangible personal property located on the real property, for a period not to exceed 10 years, on the condition that the owner of the leasehold interest make specific improvements or repairs to the real property. A tax abatement agreement under this section is subject to the rights of holders of outstanding bonds of the municipality. An agreement exempting taxable real property or leasehold interests or improvements on tax-exempt real property may provide for the exemption of such taxable interests in each year covered by the agreement only to the extent its value for that year exceeds its value for the year in which the agreement is executed. An agreement exempting tangible personal property located on taxable or tax-exempt real property may provide for the exemption of tangible personal property located on the real property in each year covered by the agreement other than tangible personal property that was located on the real property at any time before the period covered by the agreement with the municipality, including inventory and supplies. In a municipality that has a comprehensive zoning ordinance, an improvement, repair, development, or redevelopment taking place under an agreement under this section must conform to the comprehensive zoning ordinance.

(b) The agreements made with the owners of property in a reinvestment zone must contain identical terms for the portion of the value of the property that is to be exempt and the duration of the exemption. For purposes of this subsection, if agreements made with the owners of property in a reinvestment zone before September 1, 1989, exceed 10 years in duration, agreements made with owners of property in the zone on or after that date must have a duration of 10 years.

(c) The property subject to an agreement made under this section may be located in the extraterritorial jurisdiction of the municipality. In that event, the agreement applies to taxes of the municipality if the municipality annexes the property during the period specified in the agreement.

(d) Except as otherwise provided by this subsection,

property that is in a reinvestment zone and that is owned or leased by a person who is a member of the governing body of the municipality or a member of a zoning or planning board or commission of the municipality is excluded from property tax abatement or tax increment financing. Property that is subject to a tax abatement agreement in effect when the person becomes a member of the governing body or of the zoning or planning board or commission does not cease to be eligible for property tax abatement under that agreement because of the person's membership on the governing body, board, or commission. Property that is subject to tax increment financing when the person becomes a member of the governing body or of the zoning or planning board or commission does not become ineligible for tax increment financing in the same reinvestment zone because of the person's membership on the governing body, board, or commission.

(e) The governing body of a municipality eligible to enter into tax abatement agreements under Section 312.002 may agree in writing with the owner or lessee of real property that is located in a reinvestment zone to exempt from taxation for a period not to exceed 10 years a portion of the value of the real property or of personal property, or both, located within the zone and owned or leased by a certificated air carrier, on the condition that the certificated air carrier make specific real property improvements or lease for a term of 10 years or more real property improvements located within the reinvestment zone. An agreement may provide for the exemption of the real property in each year covered by the agreement to the extent its value for that year exceeds its value for the year in which the agreement is executed. An agreement may provide for the exemption of the personal property owned or leased by a certificated air carrier located within the reinvestment zone in each year covered by the agreement other than specific personal property that was located within the reinvestment zone at any time before the period covered by the agreement with the municipality.

(f) The agreements made with owners of property in an enterprise zone that is also designated as a reinvestment zone are not required to contain identical terms for the portion of the value of property that is to be exempt and the duration of the agreement.

(g) Notwithstanding the other provisions of this chapter, the governing body of a municipality eligible to enter into tax abatement agreements under Section 312.002 may agree in writing with the owner of real property that is located in a reinvestment zone to exempt from taxation for a period not to exceed five years a portion of the value of the real property or of tangible personal property located on the real property, or both, that is used to provide housing for military personnel employed at a military facility located in or near the municipality. An agreement may provide for the exemption of the real property in each year covered by the agreement only to the extent its value for that year exceeds its value for the year in which the agreement is executed. An agreement may provide for the exemption of tangible personal property located on the real property in each year covered by the agreement other than tangible personal property that was located on the real property at any time before the period covered by the agreement with the municipality and other than inventory or supplies. The governing body of the municipality may adopt guidelines and criteria for tax abatement agreements entered into under this subsection that are different from the guidelines and criteria that apply to tax abatement agreements entered into under another provision of this section. Tax abatement agreements entered into under this subsection are not required to contain identical terms for the portion of the value of the property that is to be exempt or for the duration of the exemption as tax abatement agreements entered into with the owners of property in the reinvestment zone under another provision of this section.

(h) The Texas Department of Economic Development or its successor may recommend that a taxing unit enter into a tax abatement agreement with a person under this chapter. In determining whether to enter into a tax abatement agreement under this section, the governing body of a municipality shall consider any recommendation made by the Texas Department of Economic Development or its successor.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 2, Sec. 14.10(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 486, Sec. 1, eff. June 14, 1989;

Acts 1989, 71st Leg., ch. 1137, Sec. 6, 7, eff. Sept. 1, 1989; Acts 1995, 74th Leg., ch. 985, Sec. 13, eff. Sept. 1, 1995; Acts 2001, 77th Leg., ch. 560, Sec. 1, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 640, Sec. 1, eff. June 13, 2001; Acts 2001, 77th Leg., ch. 765, Sec. 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1016, Sec. 1, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1258, Sec. 1, eff. June 15, 2001; Acts 2003, 78th Leg., ch. 149, Sec. 18, eff. May 27, 2003; Acts 2003, 78th Leg., ch. 978, Sec. 5, eff. Sept. 1, 2003.
Amended by:

Acts 2005, 79th Leg., Ch. 412 (S.B. 1652), Sec. 16, eff. September 1, 2005.

Acts 2005, 79th Leg., Ch. 728 (H.B. 2018), Sec. 23.001(82), eff. September 1, 2005.

Sec. 312.2041. NOTICE OF TAX ABATEMENT AGREEMENT TO OTHER TAXING UNITS. (a) Not later than the seventh day before the date on which a municipality enters into an agreement under Section 312.204 or 312.211, the governing body of the municipality or a designated officer or employee of the municipality shall deliver to the presiding officer of the governing body of each other taxing unit in which the property to be subject to the agreement is located a written notice that the municipality intends to enter into the agreement. The notice must include a copy of the proposed agreement.

(b) A notice is presumed delivered when placed in the mail postage paid and properly addressed to the appropriate presiding officer. A notice properly addressed and sent by registered or certified mail for which a return receipt is received by the sender is considered to have been delivered to the addressee.

(c) Failure to deliver the notice does not affect the validity of the agreement.
Added by Acts 1989, 71st Leg., ch. 2, Sec. 14.11(a), eff. Aug. 28, 1989. Amended by Acts 1989, 71st Leg., ch. 1137, Sec. 8, eff. Sept. 1, 1989; Acts 1997, 75th Leg., ch. 855, Sec. 11, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1333, Sec. 3, eff. Sept. 1, 1997.

Sec. 312.205. SPECIFIC TERMS OF TAX ABATEMENT AGREEMENT.

(a) An agreement made under Section 312.204 or 312.211 must:

(1) list the kind, number, and location of all proposed improvements of the property;

(2) provide access to and authorize inspection of the property by municipal employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;

(3) limit the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;

(4) provide for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement;

(5) contain each term agreed to by the owner of the property;

(6) require the owner of the property to certify annually to the governing body of each taxing unit that the owner is in compliance with each applicable term of the agreement; and

(7) provide that the governing body of the municipality may cancel or modify the agreement if the property owner fails to comply with the agreement.

(b) An agreement made under Section 312.204 or 312.211 may include, at the option of the governing body of the municipality, provisions for:

(1) improvements or repairs by the municipality to streets, sidewalks, and utility services or facilities associated with the property, except that the agreement may not provide for lower charges or rates than are made for other services or properties of a similar character;

(2) an economic feasibility study, including a detailed list of estimated improvement costs, a description of the methods of financing all estimated costs, and the time when related costs or monetary obligations are to be incurred;

(3) a map showing existing uses and conditions of real property in the reinvestment zone;

(4) a map showing proposed improvements and uses in the reinvestment zone;

(5) proposed changes of zoning ordinances, the master plan, the map, building codes, and city ordinances; and

(6) the recapture of all or a portion of property tax revenue lost as a result of the agreement if the owner of the property fails to create all or a portion of the number of new jobs provided by the agreement, if the appraised value of the property subject to the agreement does not attain a value specified in the agreement, or if the owner fails to meet any other performance criteria provided by the agreement, and payment of a penalty or interest, or both, on that recaptured property tax revenue.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 995, Sec. 3, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 855, Sec. 12, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1333, Sec. 4, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 740, Sec. 1, eff. June 13, 2001.

Sec. 312.206. TAX ABATEMENT BY OTHER TAXING UNITS. (a) If property taxes on property located in the taxing jurisdiction of a municipality are abated under an agreement made under Section 312.204 or 312.211, the governing body of each other taxing unit eligible to enter into tax abatement agreements under Section 312.002 in which the property is located may execute a written tax abatement agreement with the owner of the property. The agreement is not required to contain terms identical to those contained in the agreement with the municipality. The execution, duration, and other terms of an agreement made under this section are governed by the provisions of Sections 312.204, 312.205, and 312.211 applicable to a municipality. If the governing body of the taxing unit by official action at any time before the execution of the municipal agreement expresses an intent to be bound by the terms of the municipal agreement if the municipality enters into an agreement under Section 312.204 or 312.211 with the owner relating to the property, the terms of the municipal agreement regarding the share of the property to be exempt in each year of the municipal agreement apply to the taxation of the property by the taxing unit.

(b) If property taxes on property located in the taxing jurisdiction of a municipality are abated under an agreement made

by the municipality before September 1, 1989, the terms of the agreement with the municipality regarding the share of the property that is to be exempt in each year of the agreement apply to the taxation of the property by every other taxing unit, other than a county or school district, in which the property is located. If the agreement was made before September 1, 1987, the terms regarding the share of the property to be exempt in each year of the agreement also apply to the taxation of the property by a county or school district.

(c) If the governing body of a municipality designates a reinvestment zone that includes property in the extraterritorial jurisdiction of the municipality, the governing body of a taxing unit eligible to enter into tax abatement agreements under Section 312.002 in which the property is located may execute a written agreement with the owner of the property to exempt from its property taxes all or part of the value of the property in the same manner and subject to the same restrictions as provided by Section 312.204 or 312.211 for a municipality. The taxing unit may execute an agreement even if the municipality does not execute an agreement for the property, and the terms of the agreement are not required to be identical to the terms of a municipal agreement. However, if the governing body of another eligible taxing unit has previously executed an agreement to exempt all or part of the value of the property and that agreement is still in effect, the terms of the subsequent agreement relating to the share of the property that is to be exempt in each year that the existing agreement remains in effect must be identical to those of the existing agreement.

(d) If property taxes are abated on property in the extraterritorial jurisdiction of a municipality due to an agreement with a county or school district made before September 1, 1989, the terms of the agreement with the county or school district relating to the share of the property that is to be exempt in each year of the agreement apply to the taxation of the property by every other taxing unit, other than a municipality, school district, or county, in which the property is located.

(e) If property taxes on property located in an enterprise zone are abated under this chapter, the governing body of each

taxing jurisdiction may execute a written agreement with the owner of the property not later than the 90th day after the date the municipal or county agreement is executed, whichever is later. The agreement may, but is not required to, contain terms that are identical to those contained in the agreement with the municipality, county, or both, whichever applies, and the only terms of the agreement that may vary are the portion of the property that is to be exempt from taxation under the agreement and the duration of the agreement.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 2, Sec. 14.10(b), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1137, Sec. 9, eff. Sept. 1, 1989; Acts 1995, 74th Leg., ch. 985, Sec. 14, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 855, Sec. 13, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1333, Sec. 5, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1039, Sec. 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 765, Sec. 1, eff. Sept. 1, 2001.

Sec. 312.207. APPROVAL BY GOVERNING BODY. (a) To be effective, an agreement made under this subchapter must be approved by the affirmative vote of a majority of the members of the governing body of the municipality or other taxing unit at a regularly scheduled meeting of the governing body.

(b) On approval by the governing body, an agreement may be executed in the same manner as other contracts made by the municipality or other taxing unit.

(c) In addition to any other requirement of law, the public notice of a meeting at which the governing body of a municipality or other taxing unit will consider the approval of a tax abatement agreement with a property owner must contain:

(1) the name of the property owner and the name of the applicant for the tax abatement agreement;

(2) the name and location of the reinvestment zone in which the property subject to the agreement is located;

(3) a general description of the nature of the improvements or repairs included in the agreement; and

(4) the estimated cost of the improvements or repairs.

(d) The notice of a meeting required by this section must be given in the manner required by Chapter 551, Government Code, except that the notice must be provided at least 30 days before the scheduled time of the meeting.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.

Amended by:

Acts 2019, 86th Leg., R.S., Ch. 1155 (H.B. 3143), Sec. 4, eff. September 1, 2019.

Sec. 312.208. MODIFICATION OR TERMINATION OF AGREEMENT. (a) At any time before the expiration of an agreement made under this subchapter, the agreement may be modified by the parties to the agreement to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. The modification must be made by the same procedure by which the original agreement was approved and executed. The original agreement may not be modified to extend beyond 10 years from the date of the original agreement.

(b) An agreement made under this subchapter may be terminated by the mutual consent of the parties in the same manner that the agreement was approved and executed.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.

Amended by Acts 1989, 71st Leg., ch. 1137, Sec. 10, eff. Sept. 1, 1989.

Sec. 312.209. APPLICATION OF NONSEVERABILITY PROVISION. Section 2, Article 5, Chapter 221, Acts of the 69th Legislature, Regular Session, 1985, applies to the provisions of this subchapter that are derived from amendments to the Property Redevelopment and Tax Abatement Act made by Chapter 221, Acts of the 69th Legislature, Regular Session, 1985.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.

Sec. 312.210. AGREEMENT BY TAXING UNITS RELATING TO PROPERTY IN CERTAIN SCHOOL DISTRICTS. (a) This section applies only to a tax abatement agreement applicable to property located in a reinvestment zone with respect to which a municipality, county,

and junior college district have entered into a joint agreement to offer tax abatements exempting from taxation a specified portion of the value of the property in the reinvestment zone.

(b) A tax abatement agreement with the owner of real property or tangible personal property that is located in the reinvestment zone described by Subsection (a) and in a school district that has a local revenue level that does not exceed the level established under Section 48.257, Education Code, must exempt from taxation:

(1) the portion of the value of the property in the amount specified in the joint agreement among the municipality, county, and junior college district; and

(2) an amount equal to 10 percent of the maximum portion of the value of the property that may under Section 312.204(a) be otherwise exempted from taxation.

(c) Repealed by Acts 2019, 86th Leg., R.S., Ch. 943 (H.B. 3), Sec. 4.001(c)(2), eff. September 1, 2019.

Added by Acts 1995, 74th Leg., ch. 1053, Sec. 1, eff. June 17, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 6.84, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 640, Sec. 2, eff. June 13, 2001.

Amended by:

Acts 2019, 86th Leg., R.S., Ch. 943 (H.B. 3), Sec. 3.094, eff. September 1, 2019.

Acts 2019, 86th Leg., R.S., Ch. 943 (H.B. 3), Sec. 4.001(c)(2), eff. September 1, 2019.

Acts 2021, 87th Leg., R.S., Ch. 915 (H.B. 3607), Sec. 19.004, eff. September 1, 2021.

Sec. 312.211. AGREEMENT BY MUNICIPALITY RELATING TO PROPERTY SUBJECT TO VOLUNTARY CLEANUP AGREEMENT. (a) This section applies only to:

(1) real property:

(A) that is located in a reinvestment zone;

(B) that is not in an improvement project financed by tax increment bonds; and

(C) that is the subject of a voluntary cleanup agreement under Section 361.606, Health and Safety Code; and

(2) tangible personal property located on the real property.

(b) The governing body of a municipality eligible to enter into a tax abatement agreement under Section 312.002 may agree in writing with the owner of property described by Subsection (a) to exempt from taxation a portion of the value of the property for a period not to exceed four years. The agreement takes effect on January 1 of the next tax year after the date the owner receives a certificate of completion for the property under Section 361.609, Health and Safety Code. The agreement may exempt from taxation:

(1) not more than 100 percent of the value of the property in the first year covered by the agreement;

(2) not more than 75 percent of the value of the property in the second year covered by the agreement;

(3) not more than 50 percent of the value of the property in the third year covered by the agreement; and

(4) not more than 25 percent of the value of the property in the fourth year covered by the agreement.

(c) A property owner may not receive a tax abatement under this section for the first tax year covered by the agreement unless the property owner includes with the application for an exemption under Section 11.28 filed with the chief appraiser of the appraisal district in which the property has situs a copy of the certificate of completion for the property.

(d) A property owner who files a copy of the certificate of completion for property for the first tax year covered by the agreement is not required to refile the certificate in a subsequent tax year to receive a tax abatement under this section for the property for that tax year.

(e) The chief appraiser shall accept a certificate of completion filed under Subsection (c) as conclusive evidence of the facts stated in the certificate.

(f) The governing body of the municipality may cancel or modify the agreement if:

(1) the use of the land is changed from the use specified in the certificate of completion; and

(2) the governing body determines that the new use may

result in an increased risk to human health or the environment.

(g) A municipality may enter into a tax abatement agreement covering property described by Subsection (a) under this section or under Section 312.204, but not under both sections. Section 312.204 applies to an agreement entered into under this section except as otherwise provided by this section.

(h) A school district may not enter into a tax abatement agreement under this section.

Added by Acts 1997, 75th Leg., ch. 855, Sec. 8, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1333, Sec. 6, eff. Sept. 1, 1997. Amended by Acts 2001, 77th Leg., ch. 483, Sec. 6, eff. Sept. 1, 2001.

SUBCHAPTER C. TAX ABATEMENT IN COUNTY REINVESTMENT ZONE

Sec. 312.401. DESIGNATION OF REINVESTMENT ZONE. (a) The commissioners court of a county eligible to do so under Section 312.002 by order may designate as a reinvestment zone an area of the county that does not include area in the taxing jurisdiction of a municipality.

(b) The commissioners court may not designate an area as a reinvestment zone until it holds a public hearing on the designation and finds that the designation would contribute to the retention or expansion of primary employment or would attract major investment in the zone that would be a benefit to the property to be included in the zone and would contribute to the economic development of the county. At the hearing, interested persons are entitled to speak and present evidence for or against the designation. Notice of the hearing must be given in the same manner as provided for notice of a hearing to be held by a municipality under Section 312.201.

(c) The designation of a reinvestment zone under this section expires five years after the date of the designation and may be renewed for periods not to exceed five years. The expiration of the designation does not affect existing agreements made under this subchapter.

(d) Property may be located both in a reinvestment zone designated by a county under this subchapter and in a reinvestment

zone designated by a municipality under Subchapter B.
Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 2, Sec. 14.12(a), eff. Aug. 28, 1989.

Sec. 312.4011. ENTERPRISE ZONE. Designation of an area as an enterprise zone under Chapter 2303, Government Code constitutes designation of the area as a reinvestment zone under this subchapter without further hearing or other procedural requirements other than those provided by Chapter 2303, Government Code.
Added by Acts 1989, 71st Leg., ch. 1106, Sec. 30, eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 5.95(22), eff. Sept. 1, 1995.

Sec. 312.402. COUNTY TAX ABATEMENT AGREEMENT. (a) The commissioners court may execute a tax abatement agreement with the owner of taxable real property located in a reinvestment zone designated under this subchapter or with the owner of tangible personal property located on real property in a reinvestment zone to exempt from taxation all or a portion of the value of the real property, all or a portion of the value of the tangible personal property located on the real property, or all or a portion of the value of both.

(a-1) The commissioners court may execute a tax abatement agreement with the owner of a leasehold interest in tax-exempt real property located in a reinvestment zone designated under this subchapter to exempt all or a portion of the value of the leasehold interest in the real property. The court may execute a tax abatement agreement with the owner of tangible personal property or an improvement located on tax-exempt real property that is located in a designated reinvestment zone to exempt all or a portion of the value of the tangible personal property or improvement located on the real property.

(a-2) The execution, duration, and other terms of an agreement entered into under this section are governed by the provisions of Sections 312.204, 312.205, and 312.211 applicable to

a municipality. Section 312.2041 applies to an agreement entered into under this section in the same manner as that section applies to an agreement entered into under Section 312.204 or 312.211.

(a-3) The commissioners court may execute a tax abatement agreement with a lessee of taxable real property located in a reinvestment zone designated under this subchapter to exempt from taxation all or a portion of the value of the fixtures, improvements, or other real property owned by the lessee and located on the property that is subject to the lease, all or a portion of the value of tangible personal property owned by the lessee and located on the real property that is the subject of the lease, or all or a portion of the value of both the fixtures, improvements, or other real property and the tangible personal property described by this subsection.

(b) A tax abatement agreement made by a county has the same effect on the school districts and other taxing units in which the property subject to the agreement is located as is provided by Sections 312.206(a) and (b) for an agreement made by a municipality to abate taxes on property located in the taxing jurisdiction of the municipality.

(c) If on or after September 1, 1989, property subject to an agreement with a county under this section is annexed by a municipality during the existence of the agreement, the terms of the county agreement regarding the share of the property to be exempt in each year of the agreement apply to the taxation of the property by the municipality if before the annexation the governing body of the municipality by official action expresses an intent to enter into an agreement with the owner of the property to abate taxes on the property if it is annexed or to be bound by the terms of the county agreement after annexation, even if that official action of the governing body of the municipality expressing that intent occurs before September 1, 1989.

(d) Except as otherwise provided by this subsection, property that is located in a reinvestment zone designated by a county under this subchapter and that is owned or leased by a person who is a member of the commissioners court may not be subject to a tax abatement agreement made under this section. Property that is

subject to a tax abatement agreement under this section in effect when the person becomes a member of the commissioners court does not cease to be eligible for property tax abatement under that agreement because of the person's membership on the commissioners court.

(e) An agreement made under this section by a county or other taxing unit may be modified or terminated in the same manner and subject to the same limitations as provided by Section 312.208 for an agreement made under Subchapter B.

(f) The Texas Department of Economic Development or its successor may recommend that a taxing unit enter into a tax abatement agreement with a person under this chapter. In determining whether to enter into a tax abatement agreement under this section, the commissioners court of a county shall consider any recommendation made by the Texas Department of Economic Development or its successor.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 2, Sec. 14.12(b), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1137, Sec. 11, eff. Sept. 1, 1989; Acts 1997, 75th Leg., ch. 855, Sec. 14, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1333, Sec. 7, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 640, Sec. 3, eff. June 13, 2001; Acts 2001, 77th Leg., ch. 1016, Sec. 2, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 978, Sec. 6, eff. Sept. 1, 2003.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1195 (H.B. 3896), Sec. 3, eff. June 19, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1225 (S.B. 1458), Sec. 3, eff. June 19, 2009.

Sec. 312.403. TAX ABATEMENT AGREEMENT FOR NUCLEAR ELECTRIC POWER GENERATION FACILITY IN COUNTY REINVESTMENT ZONE. (a) In this section, "nuclear electric power generation" has the meaning assigned by Section 313.024(e).

(b) An agreement made under this subchapter with the owner of property that is a nuclear electric power generation facility may include a provision that defers the effective date of the

agreement to a later date agreed to by the taxing unit and the owner of the property, but not later than the seventh anniversary of the date the agreement is made.

(c) If the effective date of an agreement is deferred under Subsection (b), the agreement may have a term ending not later than 10 years after the effective date of the agreement, notwithstanding Sections 312.204 and 312.208.

Added by Acts 2007, 80th Leg., R.S., Ch. 1262 (H.B. 2994), Sec. 1, eff. June 15, 2007.

Sec. 312.404. APPROVAL BY GOVERNING BODY. To be effective, an agreement made under this subchapter must be approved by the governing body of the county or other taxing unit in the manner that the governing body of a municipality authorizes an agreement under Section 312.207.

Added by Acts 2019, 86th Leg., R.S., Ch. 1155 (H.B. 3143), Sec. 5, eff. September 1, 2019.

EXCLUSIVE FRANCHISE AGREEMENT

FOR THE COLLECTION, HAULING AND DISPOSAL OF

MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE

AND RECYCLING

IN THE CITY OF BALCONES HEIGHTS, TEXAS

OCTOBER 1, 2024

EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE
AND RECYCLING
IN THE CITY OF BALCONES HEIGHTS, TEXAS
STATE OF TEXAS
COUNTY OF BEXAR

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into on _____, 2024 to be effective as of October 1, 2024, by and between **Frontier Texas Ventures I, LLC**, a Texas limited liability company (the "Service Provider"), and the **City of Balcones Heights, Texas** (the "City") a political subdivision of the State of Texas.

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste and Construction and Demolition Waste and Recycling Materials (as such terms are defined herein) within the City's corporate limits; and

WHEREAS, the City Council of the City has determined that this Contract is necessary to preserve and protect the public health of the citizens-of the City.

NOW, THEREFORE, in consideration of the premises and the mutual promises valuable consideration, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Bulky Items – Items not exceeding 50 lbs. in weight such as refrigerators, stoves, washing machines, water tanks and furniture.

Bundles - Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers and tree trimmings.

Business Day - Any day that is not a Saturday, a Sunday or other day on which City Offices and banks are required or authorized by law to be closed in the city.

Commercial Unit - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste during, or as a result of, its business, including, but not limited to, restaurants, stores, warehouses, schools, recreational facilities, clubs and churches.

Construction and Demolition Waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the byproduct of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products and

regardless of whether such solid waste is mixed with or constitutes Recycling Materials. Construction and demolition debris does not include Hazardous Waste or Municipal Solid Waste.

Container - Any receptacle, including, but not limited to, dumpsters, Roll-outs and Roll-Offs provided to the City by the Service Provider and utilized by a Commercial, Industrial or Residential Unit for collecting Municipal Solid Waste or Construction and Demolition Waste. Containers are designed to hold between ninety-five (95) gallons and forty cubic yards of Municipal Solid Waste or Construction and Demolition Waste, as applicable.

Excluded Waste - Hazardous Waste, animal or human waste, auto parts, used tires, concrete, dirt, gravel, rock or sand.

Handicapped Residential Unit - Any Residential Unit that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste at the curbside and that generates and accumulates Municipal Solid Waste. The identities of the members of a Handicapped Residential Unit shall be certified by the City Clerk or City Secretary and agreed to by the Service Provider.

Hazardous Waste - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

Holidays - No service on the following days:

(1) New Year's Day (January 1st)
(2) Thanksgiving Day
(3) Christmas Day (December 25th).

Household Hazardous Waste - Any solid waste generated in a household by a consumer which, except for the exclusion provided in 40 Code of Federal Regulations (CFR) §261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261. The term has the same meaning as "hazardous household waste".

Industrial Unit - Any manufacturing, mining or agricultural facility that generates and accumulates Municipal Solid Waste during, or as a result of, its operations.

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Multi-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste.

Municipal Solid Waste - Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, industrial or manufacturing, mining, or agricultural operations regardless of whether such Solid Waste is mixed with or constitutes Recycling Materials. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

Recycling Materials

(a) Newspapers, magazines, and catalogs, and other paper items such as mail, paper bags or other paper;

(b) Glass bottles and jars (excluding mirrors, windows, ceramics and other glass products);

(c) Metal cans composed of tin, steel or aluminum (excluding scrap metal); and

(d) Plastic containers including all varieties of the types designated as #1, #5 and #7.

Recycling Containers – A Container with at least ninety-five (95) gallons of capacity specifically marked for Recycling Materials.

Residential Unit - Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

Roll-Off - A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Roll-Out - A Container with ninety-five (95) gallons of capacity. Each Single-Family Residential Unit utilizing service hereunder is required to utilize at least one Container.

Single-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(38) regardless of whether such waste is mixed with or constitutes Recycling Materials.

White Good - Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

SECTION 2. EXCLUSIVE FRANCHISE GRANT.

Service Provider is hereby granted for the Term of this Agreement, as defined in Section 3 unless sooner terminated, the exclusive right and privilege and sole obligation within the corporate limits of the City to operate and conduct business for the following:

a) Collection and Disposal of Acceptable Solid Waste for Residential Service Units;
b) Collection and Processing of Program Recyclable Materials for Residential Service Units;
c) Collection and Processing of Brush (excluding the required removal by a tree contractor pursuant to the City's Code of Ordinances), Bulky Items for Residential Service Units;
d) Collection and Disposal of Solid Waste for Commercial Service Units;

e) Collection and Processing of Program Recyclable Materials for Commercial Service Units; and

f) Roll-off Services.

Each residential, commercial or industrial unit shall utilize the Service Provider Services under this Agreement. All Parties acknowledge and agree that each unit must utilize the Service Provider, or will be considered to be in violation of City ordinances.

In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City shall take any and all appropriate legal action against any company, customer or third party infringing upon the exclusive rights of the Service Provider. Service Provider shall provide written notice to the City of any company, customer or third party infringing on its exclusive franchise. In the event that the City fails to pursue appropriate legal action within sixty (60) days of such notice in order to remedy an infringement on the Service Provider's exclusive-franchise rights, the Service Provider may retain a subrogation right from the City against any and all violations of the exclusive-franchise grant described herein and shall be entitled to any and all actual and consequential damages arising from the City's failure to enforce this Agreement.

SECTION 3. TERM.

The term of this Agreement shall be for a period of five (5) years, commencing on **October 1, 2024 and concluding on September 30, 2029** ("Initial Term"). At the expiration of the term of this Agreement, this Agreement may be extended for two successive renewal periods of two (2) years each; provided, that neither party provides the other party with written notice of intent to terminate this Agreement at least one hundred eighty (180) days prior to the expiration date of this Agreement or 180 days prior to any of the then applicable individual renewal periods. If either party provides such notice, this Agreement will cease to be renewed and will terminate at the end of the Initial Term, or at the end of the subsequent renewal period, as applicable.

SECTION 4. OPERATIONS.

A. Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and dispose of all Municipal Solid Waste and Recycling Materials (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Containers by those Commercial, Industrial and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City's corporate limits during the term of this Agreement within size limitations specified hereafter in the Contract (the "Services").

B. Nature of Operations. The City hereby grants to the Service Provider, the title to all Municipal Solid Waste and Recycling Materials collected, hauled and disposed of by the Service Provider over, upon, along and across the present and future streets, alleys, bridges and public properties within the corporate limits of the City. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

SECTION 5. SERVICE PROVIDER'S DUTIES AND OBLIGATOINS.

It shall be the duty and obligation of Service Provider to perform the following services:

A. Equipment.

i. The Service Provider shall maintain and operate the solid waste disposal system and its equipment in a manner that renders competent and efficient service, subject to the terms of this Contract. All equipment, including motor vehicles and trucks necessary for the performance of this Contract, shall, throughout the term of this Contract, be in good condition and repair. The trucks used in the collection of residential solid waste shall be constructed of metal, with completely enclosed "packer" type bodies that are designed and manufactured for the collection of residential solid waste. All vehicles shall be painted, numbered, and have the Service Provider's name and telephone number on each side of the vehicle in a size and type so as to be easily readable from a distance of a minimum of fifty feet (50').

ii. Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider. Service Provider shall be responsible for maintaining all equipment in serviceable condition and will repair or replace its equipment as may be required for the performance of this Agreement. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers.

B. Disposal of Solid Waste and Refuse. Service Provider will dispose of in a legal manner all Municipal Solid Waste, Bulky Items, Bundles, and other Solid Waste and refuse collected. All vehicles used by Service Provider for the collection of Municipal Solid Waste, Bulky Items, Bundles, and other Solid Waste and refuse shall be protected at all times while in transit to prevent leakage or the blowing or scattering of refuse onto the public streets of City or property adjacent thereto. Further, such vehicles shall be clearly marked with Service Provider's telephone number and name in letters and numbers not less than four (4) inches in height.

C. Sanitation and Health. All collection equipment shall be washed and deodorized as necessary. Service Provider shall establish and enforce in its operations and among its employees such regulations in regard to cleanliness and disposal of refuse as will tend to prevent the inception and spread of infectious or contagious disease and to effectively prevent the creation of a nuisance on any property, either public or private.

D. Safety. The Service Provider agrees that all prudent and reasonable safety precautions associated with the performance of work set forth or defined in this Agreement are a part of the solid waste collection and disposal techniques for which the Service Provider is solely responsible. In its execution of the obligations under this Agreement, the Service Provider shall use all proper skills and

care, as are typical in the industry, and the Service Provider shall exercise all due and proper precautions to prevent injury to any property or person.

E. Routes and Schedules. Service Provider agrees to establish daily routes and special schedules for the collection of Municipal Solid Waste, Construction and Demolition Waste, and other Solid Waste and refuse as necessary to fulfill the requirements of this Agreement.

F. Labor Force and Equipment. Service Provider shall employ only supervisors and workers who are careful, competent and fully qualified to perform the duties or tasks assigned to them and shall secure the summary dismissal of any person or persons employed by the Service Provider in or about or on the work who shall misconduct themselves or not be in the proper performance of their duties or who shall neglect or refuse to comply with or carry out the directions of Service Provider.

G. Complimentary Municipal Services. For no charge, Service Provider shall provide for the collection, transportation and disposal of Municipal Solid Waste and Recycling Materials from the City-owned or operated facilities located on Exhibit A attached hereto and any new facilities established by the City during the term of this Agreement.

H. Weather-Related Events: Service Provider will provide up to TWO (2) annual weather-related collections via dumpsters (4 - 40yd open-tops) at a central location to be determined by the City for residents to take storm debris. Should no storm or damage occur during the calendar year, no credit will be issued to the City and no services substituted. Storm related clean up beyond two per calendar year will be subject to mutually agreed upon charges.

SECTION 6. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTIONS.

A. Service Provider shall provide two (2) curbside Residential Unit Solid Waste collection and disposal services per week, initially Tuesdays and Fridays, for each Residential Unit located within the City. Residential Units shall place for pick-up the Roll-Out(s).

B. Service Provider shall provide one (1) curbside collection of Recyclable Materials per week initially on Tuesday's curbside Residential Unit Solid Waste collection and disposal services referenced under Subparagraph (a) above for each Residential Unit located within the City. Service Provider shall provide one (1) Recycling Container to each Residential Unit. Service Provider shall, at no additional charge to the City or Residential Units, provide Bulky Items and Bundles collection and disposal services to Residential Units two (2) times per year at dates and times to be coordinated between the City and the Service Provider. Each Residential Unit will be limited to a total of eight (8) cubic yard of Bulky Items and Bundles. Service Provider agrees to collect up to, but not to exceed (8) cubic yards which equals a pile approximately 6 feet long by 6 feet wide by 6 feet tall. Brush items cut/ trimmed by a commercial or private contractor shall be removed from the parcel by the commercial or private contractor and will not be picked up by the Service Provider during brush item pickup. Bulky Items and Bundles in excess of the above volumes, or any Construction Debris produced by a commercial service provider hired by a customer and generated and located at the Residential Unit may be billed separately.

C. Solid Waste collection and disposal services shall be provided between the hours of 7:00 A.M. and 7:00 P.M. for curbside Residential Unit Solid Waste collection and disposal services; curbside

collection of Recycling Materials; and Bulky Items and Bundles collection and disposal services. All Containers must be on the curbside by 7:00 A.M on the day scheduled for pickup.

D. Service Provider shall not provide Solid Waste collection service on streets directly adjacent to school campuses on half (1/2) hour before the beginning of school on a scheduled school day. Service Provider shall also not provide Solid Waste collection on streets directly adjacent to school campuses one (1) hour after dismissal of after dismissal of school on a scheduled school date.

~~E.~~ Household Hazardous Waste Collection: Service Provider shall provide one monthly collection of Household Hazardous Waste on an on-call basis. Residents will contact Frontier Waste to schedule this service.

F. Community Clean-Up Day: Once each Quarter, Service Provider shall provide to city One (1) 40 cubic yard open top containers for residents to bring trash and bulk items as part of a "Community Wide Clean Up Day". Residents will be required to provide a copy of their garbage collection bill and a valid proof of ID in order to drop off debris. No debris will be accepted without such proof. The event will be held between 8am and 2pm on a Saturday of the City's choosing at a location of the City's choosing. This event is not for HHW material and will not accept drop off of items considered as such. The event will not be used for the drop off of remodeling or construction material from contractors performing work for residents of the City.

SECTION 7. COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.

A. The Service Provider will collect Municipal Solid Waste from Commercial, Industrial and Multi-Family Residential Units. The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Containers provided by the Service Provider. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial, Industrial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial or Multi-Family Units' Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 11 hereto.

B. Rental of equipment for the purpose of capturing containing, compacting and/or storing Solid Waste, Recycling Materials and/or Construction and Demolition Waste is a service provided by Service Provider - businesses and/or homeowners within the corporate city limits of the City requiring the use of self-contained compactors, stationary compactors, receiver boxes, roll- off boxes for permanent use, frontload dumpsters, side load dumpsters, rear load dumpsters, totters, bins, and any other piece of equipment required for use or the purpose of capturing containing, compacting and/or storing municipal solid waste, recycling material and/or Construction and Demolition Waste shall utilize the services of Service Provider for the purpose of equipment rental (which would include installation fees) unless said equipment is purchased outright or already owned by the business or homeowner for the purpose of capturing containing, compacting and/or storing Solid Waste or Recycling Materials which will be ultimately collected and disposed of by the Service Provider.

C. The Service Provider may provide pricing for all commercial Roll-Off and other commercial containers within the City to be used for the collection and disposal of, including, but not limited to, Construction and Demolition Waste. Decision on whether Service Provider is utilized for these services shall be solely the decision of the resident or commercial customer subject to City's 6% Franchise Fee remittal.

SECTION 8. HOUSEHOLD HAZARDOUS WASTE.

The Service Provider will collect Household Hazardous Waste from Residential Units once per month on an on-call basis. Residents will schedule service through the Service Provider's website.

The Service Provider will accept the following items for collection as Household Hazardous Waste:

- Aerosol products
- Ammunition, home use fireworks
- Antifreeze
- Auto fluids
- Ballasts (non-PCB & PCB)
- Batteries – auto, sump, power tool & household sizes
- Blacktop sealer - oil based
- Cleaning products
- Cooking Oil
- Fire Extinguishers
- Fluorescent bulbs (tubes and CFLs)
- Gasoline & oil/gas mixtures
- HID (headlight bulbs)
- Hobby & photo chemicals
- Lawn chemicals
- Mercury containing Devices (thermostats, etc.)
- Motor oil
- Oxygen tanks
- Paint (Oil-based paints, stains, varnishes; and Latex Paint)
- Pesticides, poisons, herbicides, insecticides
- Pharmaceuticals/medications
- Pool chemicals
- Propane tanks
- Resins, Glues, Adhesives
- Smoke Detectors
- Solvents

The Service Provider will not accept the following items for collection as Household Hazardous Waste:

- Acetylene cylinders
- Biological or medical waste
- Business generated waste

- Foam cylinders (Part A/Part B)
- Explosives
- MAPP gases
- Radioactive Material
- Syringes/needles
- Farm machinery oil

SECTION 9. NEGOTIATED COLLECTIONS.

The service provided under this Agreement does not include the collection of Bulky Items and Bundles comprised of Construction and Demolition Waste or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items by utilizing the Service Provider's Roll-Off Services, including Bulky Items and Bundles exceeding eight (8) cubic yards.

SECTION 10. TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

SECTION 11. RATES AND FEES.

Subject to adjustment, as provided in Section 12 hereto, the rates and fees to be charged and received by the Service Provider are provided in Exhibit B attached hereto. All rates set forth in Exhibit B exclude franchise fees; thus Service Provider will add the applicable franchise fee to the invoice for the service.

SECTION 12. RATE ADJUSTMENT.

A. CPI-U Adjustment. On each anniversary date of this Agreement, the rates and fees hereunder shall automatically increase in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the index published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 12.A. The amount of the increase under this Section 12.A. shall be equal to the percentage that the CPI-U has increased over the previous twelve (12) month period.

B. Operating Cost Adjustment. In addition to the rate adjustments provided for in Section 12.A., at any time during the term of this Agreement, the Service Provider may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations due to, or directly resulting from, among other things, increased fuel costs, ad valorem taxes, or revised federal, state or local laws, ordinances or regulations. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and

sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall place the requested adjustment before the City Council at the next regularly scheduled meeting of the City Council for its consideration. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate that such rate increase is necessary to offset the Service Provider's increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days written notice to the City.

C. Landfill Cost Adjustment. The parties acknowledge that the waste collected pursuant to this Agreement will be disposed of by the Service Provider at a Landfill(s) chosen by the Service Provider in its sole discretion (the "Initial Landfill(s)"). In the event that the Service Provider is unable to use the Initial Landfill(s) or any subsequent Landfill due to reasons out of its control, the Service Provider (i) shall have the right, in its sole discretion, to dispose of the waste collected pursuant to Agreement at another Landfill of its choosing, and (ii) shall have the right, upon giving prior notice to the City, to increase the then-current rates herein by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Service Provider at such other Landfill exceed those previously charged to the Service Provider at the Initial Landfill(s) or any subsequent Landfill, and (y) the amount, if any, that the transportation costs incurred by the Service Provider in connection with transporting the waste to such other Landfill exceed those that would have been incurred by the Service Provider if such waste was transported to the Initial Landfill(s) or any subsequent Landfill.

D. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

SECTION 13. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Excluded Waste from any Container provided by the Service Provider located at any Commercial, Industrial or Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of auto parts, used tires, concrete, dirt, gravel, rock or sand by utilizing the Service Provider's Roll-Off Services.

SECTION 14. ENFORCEMENT.

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances that will enable the Service Provider to provide the Services set forth herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers.

SECTION 15. PROCESSING, BILLING AND FEES.

A. Service Provider as Collector; Compensation to City–Single Family Residential Units. On a quarterly basis, in advance, the Service Provider agrees to bill and collect the rates and fees charged under Section 11 hereto from all Single-Family Residential Units (excluding Roll-Off services) requiring the collection, hauling or disposal of Municipal Solid Waste or Recycling Materials within the City's territorial jurisdiction, at the rates and upon the terms as provided in the Agreement. Within twenty (20) days following the end of each calendar quarter, the Service Provider will remit to the City a franchise fee in an amount equal to six percent (6%) of the amount collected from Single-Family Residential Units pursuant to this paragraph during the immediately preceding quarter. At the beginning of each quarter, the Service Provider shall provide the City with a report indicating the number and rate of Single-Family Residential Units which have been billed for that quarter.

B. Service Provider as Collector, Compensation to City –Multi-Family Residential, Commercial and Industrial Units. On a monthly basis, the Service Provider agrees to bill and collect the rates and fees charged under Section 11 hereto from all Multi-Family Residential, Commercial and Industrial Units (excluding Roll-Off services) within the City's territorial jurisdiction. Within twenty (20) days following the end of each calendar quarter, the Service Provider will remit to the City a franchise fee in an amount equal to six percent (6%) of the amount collected from Multi-Family Residential, Commercial and Industrial Units pursuant to this paragraph during the immediately preceding quarter. Along with each quarterly remittance, the Service Provider shall provide the City with a report indicating the service type, size, location, and rate for Multi-Family Residential, Commercial and Industrial Units.

C. Service Provider as Collector, Compensation to City – Roll-Off Services. On a weekly basis, the Service Provider agrees to bill and collect the rates and fees charged under Section 11 hereto from Single-Family Residential, Multi-Family Residential, Commercial and Industrial Units utilizing Roll-Off Services within the City's territorial jurisdiction. Within twenty (20) days following the end of each calendar quarter, the Service Provider will remit to the City a franchise fee in an amount equal to six percent (6%) of the amount collected from Single-Family Residential, Multi-Family Residential, Commercial and Industrial Units utilizing Roll-Off Services pursuant to this paragraph during the immediately preceding quarter.

D. Taxes. In addition to the amounts billed and collected by the Service Provider under Section 15.A., B. and C., the Service Provider shall also be solely responsible for collecting, remitting, and paying any and all sales, use and service taxes assessed or payable in connection with the Services.

E. Bad Debt; Unpaid Rates/Fees. The City agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider reserves the right to terminate Service to those Units that are in default until they have paid in full.

F. Delinquent and Closed Accounts. The Service Provider shall discontinue refuse collection service at any Residential, Commercial or Industrial Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Service Provider shall resume collection on the next regularly scheduled collection day. The City shall be responsible for notifying the Service Provider in writing when any waste collection account is opened or closed.

SECTION 16. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste, Construction and Demolition Waste, or Recycling Materials not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste, Construction and Demolition Waste, or Recycling Materials placed outside of the Containers by any Commercial, Industrial or Residential Unit. The Service Provider shall report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste, Construction and Demolition Waste or Recycling Materials. Should excess Municipal Solid Waste, Construction and Demolition Waste or Recycling Materials continue to be placed outside of the Containers, the City shall require the Commercial, Industrial or Residential Unit to increase the frequency of collection of such Municipal Solid Waste, Construction and Demolition Waste or Recycling Materials, or require the Commercial, Industrial or Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste, Construction and Demolition Waste or Recycling Materials will be regularly contained. If the Service Provider requires an additional Container to accommodate the excess Municipal Solid Waste, they shall be compensated for these additional Services as provided for in Attachment 1 hereto, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 17. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container as directed in Sections 6 and 7 hereto, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste, Construction and Demolition Waste, or Recycling Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste, Construction and Demolition Waste or Recycling Materials and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial, or Residential Unit's failure to timely place the Containers, Bulky Items, or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, Construction and Demolition Waste, or Recycling Materials, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste, Construction and Demolition Waste, or Recycling Materials may be collected.

B. Notice from a Commercial, Industrial or Residential Unit. When the City is notified by an owner or occupant of a Commercial, Industrial, or Residential Unit that Municipal Solid Waste, Construction and Demolition Waste, or Recycling Materials has not been removed from such Commercial, Industrial, or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste, Construction and Demolition Waste, or Recycling Materials from the Commercial, Industrial or Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste, Construction and Demolition Waste, or Recycling Materials on the day a collection order

is issued by the City; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

SECTION 18. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement.

SECTION 19. CUSTOMER SERVICE.

A. Office Hours. Service Provider shall maintain a website and an office or such other facilities by which it may be contacted Monday thru Friday, excluding holidays, from 8:00 A.M. to 5:00 P.M. The Service Provider shall provide Service Provider contact information to all units on at least a quarterly basis.

B. Office Personnel. Service Provider's office shall have a responsible person in charge during collection hours on collection days and shall be equipped with sufficient attendants to receive telephone calls. Attendant(s) shall respond to calls in a courteous manner within the following twenty-four (24) hour period.

C. Managing Agent. Throughout the term of the Agreement, Service Provider shall establish and maintain an authorized Managing Agent and shall designate in writing to the City Secretary the name, telephone number, and address of such agent to whom all notices may be served by the City of complaints received from citizens of the City.

D. Service Complaints. All service complaints shall initially be directed to Service Provider and shall be resolved within twenty-four (24) hours. Service Provider shall supply the City with copies of all complaints on a form approved by the City indicating the disposition of each complaint. The form shall indicate the day and hour on which the complaint was received and resolved. When a complaint is received on the day preceding a holiday or a weekend, it shall be serviced on the next working day.

E. Notification of Complaints. The City shall notify Service Provider of each complaint reported to the City in order for the Service Provider to take whatever reasonable steps are necessary to remedy the cause of the complaint. Service Provider shall notify the City of its disposition within twenty-four (24) business hours after receipt of the complaint.

F. Explanation of Disposition of Complaints. Service Provider shall provide the City with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Service Provider's employees, agents, and subcontractors in connection with the performance of this Agreement.

G. Notification of Procedures. Service Provider shall notify all customers about procedures, rules and regulations, and days of collection on an annual basis and whenever there is a change in service,

days of collection, procedures, etc. Notice is to be in the form of printed matter distributed by Service Provider to all premises served by Service Provider at least thirty (30) days prior to any change in the procedures, rules and regulations, days of collection, service, etc. Such notice must be approved by the City prior to distribution, such approval to not be unreasonably withheld, conditioned or delayed.

H. Non-Collection. It is understood and agreed by and between the City and Service Provider that if any customer maintains improper or inadequate Containers for the nature, volume, or weight of refuse to be removed from the premises, or if any customer improperly places debris or Bulky Items for collection, Service Provider may refrain from collecting all or a portion of such refuse and shall notify the City and the customer of the reason for such non-collection. When the City is notified by a customer that refuse has not been removed from his or her premises on the scheduled collection day and where no notice of non-collection or a change in collection schedule has been received from Service Provider, the City may investigate.

I. Dangerous Animals. Employees of Service Provider shall not be required to expose themselves to the danger of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but Service Provider shall immediately notify the City, in writing, of such condition and of Service Provider's inability to make collection.

J. Hazardous Weather. Service Provider may cancel a portion or all of a scheduled service day due to hazardous weather conditions, and shall notify the City, in writing, of such cancellation.

SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Municipal Solid Waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants.

SECTION 21. VEHICLES AND EQUIPMENT.

Vehicles used by the Service Provider for the collection, hauling and disposal of Municipal Solid Waste shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized as needed.

SECTION 22. DUE CARE.

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS.

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will ensure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the

Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 24. FORFEITURE AND TERMINATION OF FRANCHISE

A. The City reserves the right to declare this Agreement and its franchise forfeited and to terminate the same and all rights and privileges of the Service Provider hereunder in the event of any of the following:

1. Failure of the Service Provider to pay the City the undisputed amounts of any and all fees or payments prescribed by this Agreement within thirty (30) days of written notice from the City of such failure;

2. Material failure of the Service Provider to provide the services provided for in this Agreement within thirty (30) calendar days of the receipt of a written demand for performance by the City;

3. Material failure of the Service Provider to repair or replace defective equipment, goods, or products within sixty (60) calendar days of receipt of written demand for performance by the City;

4. Failure of the Service Provider to cure urgent health or sanitation conditions or risks caused by the Service Provider's breach of this Agreement, within two (2) business days of receipt of written or oral demand for performance by the City;

5. Material misrepresentation(s) of fact in the written application or proposal for this Agreement;

6. Conviction of any director, officer, employee, or agent of the Service Provider of the offense of bribery or fraud connected with or resulting from the awarding of this Agreement;

7. Material misrepresentations of fact knowingly made to the City with respect to or regarding the Service Provider's operations, management, revenues, services, or reports required pursuant to this Agreement; and

8. The revocation or denial of solid waste collection and disposal permit(s) through Federal and State Laws and regulations which would prohibit or materially interfere with the Service Provider's ability to fulfill the requirements of this Agreement.

B. If the Service Provider intends to terminate this Agreement or any portion thereof, the Service Provider must notify the City in writing not less than one hundred twenty (120) calendar days prior to termination.

C. The City shall have the right to terminate the Agreement one hundred twenty (120) calendar days after the appointment of a receiver or trustee who is directed to take over and conduct the

business of the Service Provider, whether in receivership, reorganization, bankruptcy, or other action or proceeding, whether voluntary or involuntary, unless such proceeding was dismissed within such time period.

SECTION 25. MEDIATION

If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, Dallas, Texas, before resorting to arbitration, litigation, or some other dispute resolution procedure; provided that a Party may not invoke mediation unless it has provided the other Party with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. Notwithstanding the foregoing, any Party may seek immediate equitable relief, without attempting to settle a dispute through mediation, in any case where such Party is entitled to equitable relief by law, the terms of the Agreement, or otherwise. All costs of negotiation, mediation, and arbitration collectively known as alternate dispute resolution ("ADR") shall be assessed equally between the City and Service Provider with each party bearing their own costs for attorney's fees, experts, and other costs of ADR and any ensuing litigation.

SECTION 26. <u>INSURANCE COVERAGE</u>.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	$500,000 per occurrence
(3) Bodily Injury Liability (except automobile)	$500,000 per occurrence; $1,000,000 in the aggregate
(4) Property Damage Liability (except automobile)	$500,000 per occurrence; $1,000,000 in the aggregate
(5) Automobile Bodily Injury Liability	$500,000 per person; $1,000,000 per occurrence
(6) Automobile Property Damage Liability	$500,000 per occurrence $1,000,000 aggregate

The City shall be named as additional insured on all insurance coverages required to be maintained by the Service Provider hereunder.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

a. The company is licensed and admitted to do business in the State of Texas.

b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or Insurance Services Organization.

c. All endorsements and insurance coverages shall contain the requirements and instructions contained herein.

d. The form of the notice of cancellation, termination, or change in coverage provisions shall be provided to the City of Balcones Heights.

e. Original endorsements affecting coverage requirements by this section shall be furnished with the certificates of insurance.

f. City shall be provided with blanket waivers of subrogation on all required insurance policies.

g. The Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage.

SECTION 27. <u>INDEMNITY</u>.

A. THE SERVICE PROVIDER SHALL FULLY INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND SERVANTS, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, CAUSES OF ACTION, LIABILITIES, AND SUITS OF ANY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY OR DEATH AND PROPERTY DAMAGE MADE UPON THE CITY CAUSED BY THE ACTS OR OMISSIONS OF THE SERVICE PROVIDER OR ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, OR SUBCONTRACTOR OF THE SERVICE PROVIDER, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS AND DUTIES UNDER THIS AGREEMENT ("INDEMNIFIABLE CLAIMS"), ALL WITHOUT, HOWEVER, WAIVING GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER STATE LAW AND WITHOUT WAIVING ANY DEFENSE OF THE PARTIES UNDER STATE LAW. SUCH INDEMNITY, HOWEVER, SHALL NOT APPLY TO THE EXTENT SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITIES, AND / OR SUITS ARISE FROM THE ACTS OF THE CITY OR ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES. THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTED OR OTHERWISE, TO ANY PERSON OR ENTITY. SERVICE PROVIDER SHALL PROMPTLY ADVISE THE CITY IN

WRITING OF ANY INDEMNIFIABLE CLAIMS KNOWN TO THE SERVICE PROVIDER AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE SERVICE PROVIDER'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE SERVICE PROVIDER OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR PARAGRAPH.

B. SERVICE PROVIDER ASSUMES THE RESPONSIBILITY AND LIABILITY AND HEREBY AGREES TO INDEMNIFY THE CITY FROM ANY LIABILITY CAUSED BY THE SERVICE PROVIDER'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE, OR LOCAL LAWS AND REGULATIONS.

SECTION 28. FAILURE TO PERFORM DAMAGES

Service Provider understands and agrees that failure to comply with any time or performance requirements in accordance with this Agreement could result in health and safety damage to the City as time is of the essence to this Agreement. City and Service Provider have set out timetables for completion of the services required under this Agreement. Service Provider and City agree that it is and will continue to be impracticable and extremely difficult to determine the actual amount of such damage whether in the event of delay or nonperformance. Therefore, Service Provider and City hereby agree that Service Provider will pay to City Two Hundred and Fifty and No/100 Dollars ($250.00) per month for failing to provide services to ten (10) or more customers, each month, in accordance with this Agreement. Service Provider and City agree that Two Hundred and Fifty and No/100 Dollars is the minimum value of the costs and actual damage caused by failure of Service Provider to comply with any time or performance requirements under this Agreement, and such sum may be deducted from payments due or to become due to Service Provider as liquidated damages. It is expressly understood and agreed that said liquidated damage amounts are not to be considered a penalty, but shall be deemed taken and treated as reasonable liquidated damages. It is also understood that any liquidated damages will be deposited in the City's General Fund for Park investments.

SECTION 28. <u>SAVINGS PROVISION</u>.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 29. <u>FORCE MAJEURE</u>.

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 30. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof.

SECTION 31. ENTIRE CONTRACT

It is understood by the parties that this Agreement constitutes the entire agreement between the parties. It is hereby understood and agreed by the parties to this Contract that no alterations or variations to the terms of this Agreement, including all addendums hereto, shall be effective unless made in writing, approved and signed by both parties.

SECTION 32. ASSIGNMENT

The Service Provider may not assign this Agreement and / or any / all of the rights and obligations contained herein without the specific prior written approval of the City which may be withheld for any reason; provided, however, that the Service Provider may assign its rights and obligations hereunder to any third party succeeding to all or substantially all of the Service Provider's assets located within the Service Provider's operating division in which the City is located. Nothing contained herein shall be construed to give any rights or benefits to anyone other than the City and Service Provider.

SECTION 33. MISCELLANEOUS.

A. Multiple Originals. This Agreement may be executed in multiple originals, each of which shall be deemed for all purposes to be an original, and all of which are identical.

B. Notices. Notices by either party to the other party shall be sufficient if sent by certified mail, postage paid, return receipt requested, addressed to the other party at the addresses designated below each party's signature hereunder.

C. Attorneys Fees. The prevailing party in any suit, action or proceeding arising out of or involving the enforcement, interpretation or application of this Agreement shall be entitled to recover all reasonable attorneys' fees incurred in connection with such action, suit or proceeding.

D. Severability. If any section, sentence, clause, or paragraph of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the invalid, illegal, or unenforceable provision(s) of this Agreement with valid legal terms and conditions approximating the original intent of the parties.

E. Governing Law and Venue. This Agreement shall be governed in accordance with the laws of the State of Texas, and the legal venue for all legal proceedings shall be located in District Court, Bexar County, Texas. Notwithstanding any other provision in this Agreement to the contrary, the Service Provider shall, at all times, comply with all applicable laws, rules, and regulations of the State and Federal government and any administrative agencies thereof with respect to the subject matter of this Agreement.

SECTION 34. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY OF BALCONES HEIGHTS, TEXAS CITY COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS ____ DAY OF _____, 2024.

FRONTIER TEXAS VENTURES I, LLC

101Industrial Loop, Suite 130
Hillsboro, TX 76645

By: _____
John Gustafson,
President

CITY OF BALCONES HEIGHTS, TEXAS

3300 Hillcrest Drive
Balcones Heights, TX 78201

By: _____
Name: Johnny Rodrguez
Title: Mayor

ATTEST:

By: _____
Name: Delia Sanchez
Title: City Secretary

EXHIBIT A

Complementary Municipal Services

1. One (1) 8 cubic yard enclosed container at City Hall (Justice Center), emptied twice weekly, and two polycarts for Recycling materials, emptied once a week.

2. One (1) 20 cubic yard roll-off container with at least three (3) hauls per month at the Public Works/Maintenance Facility.

3. Four polycarts at the Fire Station for general refuse, emptied twice a week and two polycarts for recycling, emptied once a week.

4. One (1) 40 cubic yard roll-off, four times a year, with one (1) haul each instance, as requested.

EXHIBIT B

Rates

RESO□UTION □0□□-□□

□ RESO□UTION □□ THE CIT□ COUNCI□ O□ THE CIT□ O□ □□□CONES HEIGHTS□TE□□S □UTHORIZING THE E□ECUTION O□ □ □I□E-□E□R SO□ID W□STE CO□□ECTION □ND DISPOS□□ SER□ICES CONTR□CT □ND MUNICIP□□ □R□NCHISE CONTR□CT WITH □RONTIER W□STE SO□UTIONS □ND TO EST□□□ISH □N E□□ECTI□E D□TE.

WHERE□S□ pursuant to the City Council's determination, and to support the contractual provisions mutually established by the City of Balcones Heights ("City") and Frontier Waste Solutions, the City Council of the City has further determined that it would be in the best interest of persons within the City and would promote the health, safety and general welfare of the inhabitants of said City to hereby adopt the following regulations governing persons producing, storing, collecting, and disposing of solid waste produced inside the municipal corporate limits of the City; and

WHERE□S□ the City Council has determined that it would be in the best interest of the citizens of the City and would promote the health, safety and general welfare of the inhabitants of the City to award a Contract to Frontier Waste Solutions based upon agreed to terms, conditions and negotiated rates; and

WHERE□S□ the City Council of the City has determined that such contract is necessary to preserve or protect the public health of the citizens of Balcones Heights, Bexar County, Texas.

□E IT RESO□□ED □□ THE CIT□ COUNCI□ O□ THE CIT□ O□ □□□CONES HEIGHTS□TE□□S TH□T□

S□□□□□□ 1. The City Council hereby approves and authorizes the Mayor or City Administrator of the City to execute a solid waste contract for a five (5) year term for Solid Waste Services and Municipal Franchise with Frontier Waste Solutions, attached as **E□□□□□□□**.

S□□□□□□ □. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

S□□□□□□ 3. All resolutions or ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

S□□□□□□ □. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

S□□□□□□ 5. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

S□□□□□□ 6. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

P□SSED□□PPRO□ED □ND RESO□□ED □□ □□□□□□□□H□□□□□□T□□□□□□□□□□□□6TH □□□ □□ □□□□□□□0□□.

Johnny A. Rodriguez, Jr.
Mayor

□TTEST□

Delia R. Sanchez
City Secretary

ST□TE O□ TE□□S §
§
COUNT□ O□ □E□□R §

SO□ID W□STE CO□□ECTION □ND DISPOS□□
SER□ICES CONTR□CT & MUNICIP□□ □R□NCHISE CONTR□CT

This Solid Waste Collection and Disposal Services Contract and Municipal Franchise Agreement (the □Contract") is made by and between the City of Balcones Heights, Texas (the □City□) and Frontier Waste Solutions (the □Contractor"), sometimes collectively referred to as the Parties, acting by and through their respective authorized officers.

RECIT□□S

WHEREAS, the City Council of the City of Balcones Heights (□City Council□) has determined that it would be in the best interest of the citizens and businesses of the City and would promote the health, safety, and general welfare of the inhabitants of said City to execute a Contract with Frontier Waste Solutions to provide for the collection, removal, and disposal of solid waste in the City; and

WHERE□S□the City Council of the City of Balcones Heights has determined that this Contract is necessary to preserve and protect the public health of the citizens-of the City.

NOW□THERE□ORE□in consideration of the foregoing and on the terms and conditions hereinafter set forth and for other good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Contractor agree as follows:

I.
TERM

1.1 This Contract shall become effective and in force on October 1, 2024 and terminate on September 30, 2029 (□Primary Term□); provided, however, this Contract may be extended after the initial five (5) year Primary Term for two (2) successive two (2) year periods (the □Secondary Term□) upon written notice of extension being given by the City to the Contractor a minimum of ninety (90) days prior to the expiration of the initial term of this Contract.

1.2 The Schedule of Rates, attached hereto as □Exhibit A□and referenced hereafter, shall not be amended or subject to Consumer Price Index adjustments for a period of one (1) year from the effective date of this Contract. Thereafter, the Schedule of Rates shall be subject to such adjustments referenced within Section Thirteen (XIII) of this Contract.

II.
GRANT OF AUTHORITY

There is hereby granted by the City to the Contractor an exclusive right and privilege to operate and maintain within the corporate limits of the City, a municipal franchise for the collection, removal, and disposal of solid waste and recycling material services within size limitations specified hereafter in the Contract.

III.
COMPLIANCE WITH LAWS AND ORDINANCES

The Contractor shall, at all times during the terms of this Contract, be subject to all such reasonable regulations as the City may hereafter prescribe. In addition, Contractor shall observe all State and Federal laws, rules, and regulations relevant to the collection, removal, and disposal of solid waste.

IV.
DEFINITIONS

The following definitions shall apply with respect to this Contract:

a. Bagster: Plastic sack with sufficient strength to maintain physical integrity when lifted by the top of the bag and designed to transport solid waste. Total weight of a bag shall not exceed thirty-five pounds (35 lbs.) when tilled.

b. Brush Items: Solid waste comprised of undergrowth, small trees, and shrubs personally cut / trimmed by the owner of the same parcel and placed curbside for regularly-scheduled brush item pickup.

c. Bulky Items and White Goods: Solid waste comprised of large household items, including, but not limited to, stoves, refrigerators, water tanks, washing machines, discarded bathroom fixtures, furniture, mattresses, television sets, and other household items that cannot be handled by normal solid waste processing, collection, or disposal methods. The term does not include construction or remodeling debris in excess of fifty pounds (50 lbs.), plant materials, rocks, dirt, dead animals, brush items, hazardous, special, or infectious wastes, tires, car batteries, or stable matter. This service would not be for the use of builders, remodelers and/or handymen.

d. Bundle: Plant trimmings and newspaper and magazine stacks securely tied together forming an easily handled package not exceeding four feet (4') in length and weighing no more than thirty-five pounds (35 lbs.) per bundle.

e. Commercial: A third-party entity which is of, connected with, or engaged in commerce and in the business of or contracted to perform services for or sell goods to a separate and distinct individual or business.

f. Commercial and Industrial Units: A commercial or industrial structure or parcel being used for commercial purposes within the corporate limits of the City. A commercial or industrial unit shall be deemed to be occupied and requiring solid waste collection and disposal services when the unit or occupant is engaging in commercial activity and domestic water or electric services are being supplied thereto.

g. Commercial Container: Metal receptacle designed for use by commercial and industrial units that is to be lifted and emptied mechanically for use by commercial and industrial units. A roll-off container is considered a commercial container that is loaded onto a winch truck and not exceeding forty (40) cubic yards in volume. Although primarily used by commercial and industrial units, a roll-off container may be used by a residential unit, as well, to enable the removal of construction debris, brush, et cetera A container, typically referred to in this industry as a Bagster, whereby a residential unit can discard lesser quantities of items, is not provided by the Contractor. Residential units shall utilize a 10-yard roll-off container in lieu of a bag or Bagster".

h. Commercial Hand-Load Customer: A hand-load service provided to less intensive commercial and industrial units or customers that consists of the same curbside services supplied to residential units by the Contractor.

i. Construction and Remodeling Debris: Waste building materials, including, but not limited to, rocks, fencing, concrete or cinder blocks, bricks, and lumber resulting from construction, remodeling, repair, or demolition operations.

j. Container: A receptacle with a capacity of greater than twenty gallons (20 gal.) but less than thirty-five gallons (35 gal.) constructed of plastic, metal, or fiberglass having handles of adequate strength for lifting and having a tight-fitting lid. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of the container, including its contents, shall not exceed thirty-five pounds (35 lbs.).

k. Curbside: That portion of the public right-of-way adjacent to paved or traveled municipal roadways, with or without curbing, and extending to the front property line.

l. Dead Animal: An animal, or portion thereof, that has expired from any cause.

m. Disposal Site: A solid waste depository, including, but not limited to, a sanitary landfill, transfer station, incinerator, and waste processing / separation center

licensed, permitted, and approved by all governmental bodies and agencies having jurisdiction to receive, for processing or final disposal, solid waste.

n. Garbage: Every accumulation of waste (animal, vegetable, and/ or other matter) that results from packing, canning, storage, transportation, decay, or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter, including, but not limited to, used tins, cans, and other food containers and all putrescible or easily decomposable waste and animal or vegetable matter which is likely to attract flies or rodents.

o. Hazardous Waste: Any chemical, compound, mixture, substance, or article which is designated by the United States Environmental Protection Agency, pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 or appropriate agency of the State, to be "hazardous" or toxic and requiring special handling or special disposal treatment, as defined by or pursuant to Federal or State Law. Only benign volumes of hazardous waste, meeting the regulatory definition of municipal solid waste, shall be serviced under this Contract.

p. Infectious Waste: Hazardous waste with infectious characteristics, including, but not limited to, contaminated animal waste, human blood and blood products, isolation waste, pathological waste, and discarded sharps / needles.

q. Out-Of-Cycle Service: Brush item, bulky item, and white good collection and disposal services requested by a residential, commercial, or industrial unit and collected by the Contractor out of the ordinary schedule and within five (5) business days of payment by the unit to the Contractor.

r. Producer: An occupant of a residential, commercial, or industrial unit that generates solid waste.

s. Recyclable Material: The following constitutes recyclable materials within the City:

- Paper: Goods made of paper, such as circulars, catalogs, carbonless paper, dry goods packaging without liners, envelopes, file folders, flattened cardboard, junk mail, magazines, newspapers, office paper, paperback books, paper bags, paper towel / toilet paper cores, and non-metallic gift wrap. Phone books and wet or yellowed paper are not included in the definition of paper goods.

ii. Glass Bottles and Jars: Beverage bottles, food and condiment bottles, and jars made of glass with lids removed and bottles and jars rinsed clean. Mirrors, windows, ceramics, or other glass or glazed materials are not included in the definition of glass bottles and jars.

iii. Metal Cans: Aluminum, steel, and tin beverage and food cans rinsed clean, rinsed baking tins, and empty aerosol cans with nozzles removed.

1v. Plastics: Goods made of plastic and labeled No. I thru No. 7 with all lids removed and bottles rinsed. Examples include beverage bottles, shampoo and lotion bottles, meat trays, condiment bottles, prescription and medicine bottles with labels removed, and bundled plastic grocery bags.

During the term of this Contract, the City reserves the right to add or delete items approved for recycling.

t. Recycling Container: A container made of rigid plastic and having a minimum capacity of eighteen-gallons (18 gal.) that is provided to residential, commercial, or industrial units by the Contractor. Total weight should not exceed thirty-five (35) pounds when full.

u. Refuse: Cans, bottles, rags, dry wastes, paper, kitchen and household wastes, food containers, lawn trimmings, leaves, and other materials typically generated by a residential, commercial, or industrial unit.

v. Residential Refuse Totter - A container made of rigid plastic and having a minimum capacity of ninety-five (95) gallons that is provided to residential, commercial, or industrial units by the Contractor. Total weight should not exceed one hundred seventy-five (175) pounds when full. The totters furnished by the contractor hereunder shall remain the property of the contractor, and the customer will have no interest in carts. The carts shall remain at the location of the residential unit where delivered by contractor. The customer shall be responsible for all loss or damage to totters, except for normal wear and tear or for loss or damage resulting from the contractor's handling of equipment. Any cart removed from a resident shall be deemed lost and contractor shall be entitled to compensation by the city therefor. The customer shall not overload (by weight or volume) a totter and shall use the totter only for its proper and intended purpose. Additional carts are available for residential customers at an additional charge to be paid by customer.

w. Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than one family. A residential unit shall be deemed occupied when domestic water or electric services are being supplied thereto, with the exception that an unoccupied home placed on the market for sale shall not be deemed occupied. A condominium or townhome dwelling, whether single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a residential unit; however, each single-family dwelling within any such residential unit shall be provided a container and separately billed a pro rata share of the standard residential unit fee located on the Schedule of Rates approved by the City.

x. Residential Unit Solid Waste: Residential unit solid waste shall be considered, for purposes of this Contract, a collective term comprised of garbage, refuse, stable matter, rubbish, and dead animals. Additionally, commercial hand-load customers shall be considered a part of residential unit solid waste service defined in this Contract.

y. Roll-Off Containers: See "commercial container".

z. Rubbish: All other waste materials not included in the definitions of bulky items, white goods, construction and remodeling debris, dead animals, garbage, hazardous waste, refuse, brush items, or stable matter. Rubbish excludes tires and car batteries.

aa. Solid Waste: Solid waste shall be considered, for purposes of this Contract, a collective term comprised of garbage, brush items, bulky items, refuse, construction and remodeling debris, stable matter, rubbish, white goods, and dead animals.

bb. Special Waste: Solid waste that poses particular management and/ or disposal problems and requires special care, such as used oil, tires, end-of-life vehicles, batteries, and some electronic goods.

cc. TCEO: Texas Commission on Environmental Quality.

dd. Units: Unless explicitly specified differently in the Contract, the term shall collectively include residential, commercial, and industrial units; occupants; or users.

ee. Unusual Accumulations: As to Residential units, any waste placed curbside for collection in excess of the volumes permitted by this agreement and as to commercial or industrial units, any waste located outside the dumpster, roll-off box or compactor regularly used for such collection service.

P RTICIP TION IN SER ICE

Except as provided for elsewhere in this Contract, each residential, commercial, or industrial unit shall utilize the solid waste disposal services and recycling services provided by the Contractor. Failure to utilize such disposal services does not negate the charges for the services, nor does it relieve the residential, commercial or industrial unit of the responsibility to pay said charges. Residential, commercial or industrial units producing a volume of construction debris which requires a City Permit, shall have the option to contract with the Contractor at their own expense for the removal of the solid waste under conditions to be set out fully in said permit or may also contract with any other contractor providing these services. The option to utilize any contractor at the

request of the unit is limited to construction debris requiring City Permit If company other than contractor to City is selected for construction, demolition and remodeling debris removal, company selected will be require to pay city a 6% franchise fee for services rendered for said construction project throughout life of construction project.

□I.
RESPONSI□II□ITIES O□ THE CONTR□CTOR

6.1 THE CONTRACTOR SHALL FULL□ INDEMNIF□ AND HOLD HARMLESS THE CIT□ AND ITS ELECTED OFFICIALS, EMPLO□EES, OFFICERS, DIRECTORS, AGENTS, AND SERVANTS, INDIVIDUALL□ OR COLLECTIVEL□, FROM AND AGAINST □**N**□ □**ND** ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, CAUSES OF ACTION, LIABILITIES, AND SUITS OF □**N**□ □**IND** □**ND** NATURE, INCLUDING, BUT NOT LIMITED TO, PERSONAL OR BODIL□ INJUR□ OR DEATH AND PROPERT□ DAMAGE MADE UPON THE CIT□ DIRECTL□ OR INDIRECTL□ ARISING OUT OF, RESULTING FROM, OR RELATED TO THE CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING AN□ ACTS OR OMISSIONS OF THE CONTRACTOR, AN□ AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLO□EE, CONSULTANT, OR SUBCONTRACTOR OF THE CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLO□EES, DIRECTORS, AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS AND DUTIES UNDER THIS CONTRACT, ALL WITHOUT, HOWEVER, WAIVING GOVERNMENTAL IMMUNIT□ AVAILABLE TO THE CIT□ UNDER STATE LAW AND WITHOUT WAIVING AN□ DEFENSE OF THE PARTIES UNDER STATE LAW. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNIT□ SHALL APPL□ EVEN WHEN SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITIES, AND / OR SUITS ARISE IN PART FROM THE NEGUGENCE OF THE CIT□ AND ITS ELECTED OFFICIALS, EMPLO□EES, OFFICERS, DIRECTORS, AND REPRESENTATIVES UNDER THIS CONTRACT. THE PROVISIONS OF THIS INDEMNIT□ ARE SOLEL□ FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT AN□ RIGHTS, CONTRACTED OR OTHERWISE, TO AN□ PERSON OR ENTIT□. CONTRACTOR SHALL PROMPTL□ ADVISE THE CIT□ IN WRITING OF AN□ CLAIM OR DEMAND AGAINST THE CIT□ OR THE CONTRACTOR KNOWN TO THE CONTRACTOR RELATED TO OR ARISING OUT OF THE CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE CONTRACTOR'S COST. THE CIT□ SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT REUEVING THE CONTRACTOR OF AN□ OF ITS OBLIGATIONS UNDER THIS CONTRACT **OR P□R□GR□PH.**

6.□ IT IS THE E□PRESS INTENT O□ THE P□RTIES TO THIS CONTR□CT TH□T THE INDEMNIT□ PRO□IDED □OR IN THIS SECTION IS □N INDEMNIT□ E□TENDED □□ THE CONTR□CTOR TO INDEMNI□□□ PROTECT□□ND HO□D H□RM□ESS THE CIT□ □ROM THE CONSEQUENCES O□ THE CIT□S OWN NEGUGENCE□PRO□IDED HOWE□ER TH□T SUCH INDEMNIT□ SH□□□ NOT □PP□□ WHERE THE □I□□I□IT□ IS THE RESU□T O□ THE CIT□S WI□□U□□ INTENTION□□□ OR GROSS□□ NEG□IGENT CONDUCT. CONTR□CTOR □URTHER □GREES TO DE□END□□T ITS OWN COST □ND E□PENSE ON □EH□□□ O□ □ND IN THE N□ME O□ THE CIT□□ □N□ C□□IMS OR □ITIG□TION □ROUGHT □G□INST THE CIT□ □ND ITS E□ECTED O□□ICI□□S□ EMP□O□EES□ O□□ICERS□ DIRECTORS□ □O□UNTEERS□ □ND REPRESENT□TI□ES IN CONNECTION WITH □N□ SUCH IN□UR□□ DE□TH□ OR D□M□GE □OR WHICH THIS INDEMNIT□ SH□□□ □PP□□ □S SET □ORTH □□O□E.

6.3 CONTR□CTOR □SSUMES THE RESPONSI□I□IT□ □ND □I□□I□IT□ □ND HERE□□ □GREES TO INDEMNI□□ THE CIT□ □ROM □N□ □I□□I□IT□ C□USED □□ THE CONTR□CTOR'S □□I□URE TO COMP□□ WITH □PP□IC□□□E □EDER□□□ST□TE□OR □OC□□ □□WS□REGU□□TIONS□□ND INDUSTR□ ST□ND□RDS.

□II.
INSUR□NCE

7.1 The Contractor shall, at all times during the Contract term, maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability, and Property Damage insurances, as provided for herein. All insurances shall be made by insurers and for policy limits acceptable to the City and before the commencement of work hereunder. The Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurances have been procured and in force. The certificates shall contain the following express obligation:

□This is to certify that the policies of insurance described herein have been issued to the insured for whom □is certificate is executed and are in full force for the contract term. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice shall be given to the certificate holder.□

7.2 For the purpose of the Contract, the Contractor or its parent corporation shall carry the following types of insurance in at least the limits specified below:

C□□□□□□□	□□□ □□□□□□ □□□□□□□
Worker's Compensation	Statutory Amount
Employer's Liability	□500,000.00 each occurrence

Bodily Injury Liability except Automobile	□500,000.00 each occurrence □1,000,000.00 aggregate
Property Damage Liability except Automobile	□500,000.00 each occurrence □1,000,000.00 aggregate
Automobile Bodily Injury Liability	□500,000.00 each person □1,000,000.00 aggregate
Automobile Property Damage Liability	□500,000.00 each occurrence □1,000.000.00 aggregate

The City shall be named as additional insured on all insurance coverages required to be maintained by the Contractor hereunder.

7.3 Certificates of Insurance shall be prepared and executed by the insurance company or it's authorized agent, and shall contain the following provisions and warranties:

a. The company is licensed and admitted to do business in the State of Texas.

b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or Insurance Services Organization.

c. All endorsements and insurance coverages shall contain the requirements and instructions contained herein.

d. The form of the notice of cancellation, termination, or change in coverage provisions shall be provided to the City of Balcones Heights.

e. Original endorsements affecting coverage requirements by this section shall be furnished with the certificates of insurance.

f. City shall be provided with blanket waivers of subrogation on all required insurance policies.

□III.
□ICENSES

The Contractor is required to obtain all Federal and State licenses and permits necessary to perform the services contained herein.

I□.
EQUIPMENT

9.1

a. The Contractor shall maintain and operate the solid waste disposal system and its equipment in a manner that renders competent and efficient service, subject to the terms of this Contract. All equipment, including motor vehicles and trucks necessary for the performance of this Contract, shall, throughout the term of this Contract, be in good condition and repair. The trucks used in the collection of residential solid waste shall be constructed of metal, with completely enclosed □packer" type bodies that are designed and manufactured for the collection of residential solid waste. All vehicles shall be painted, numbered, and have the Contractor's name and telephone number on each side of the vehicle in a size and type so as to be easily readable from a distance of a minimum of fifty feet (50').

b. Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Contractor in connection with the Services, shall at all times remain the property of the Contractor. Contractor shall be responsible for maintaining all equipment in serviceable condition and will repair or replace its' equipment as may be required for the performance of this agreement. If the Contractor experiences recurring problems of damage or destruction to or theft of the Containers provided by the Contractor pursuant to this Agreement, the Contractor may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers.

X.
SER□ICES REQUIRED O□ THE CONTR□CTOR

10.1 *Residential Services.* The Contractor shall provide, at a minimum, the following residential unit services within the corporate limits of the City of Balcones Heights, Texas:

a. Contractor shall provide two (2) curbside residential unit solid waste collection and disposal services per week for each residential unit located within the City of Balcones Heights. Residential units shall place for pick-up the Residential Refuse Totter or up to three (3) bags of residential unit solid waste not exceeding thirty-five (35) pounds each when full.

b. Contractor shall provide one (1) curbside collection of recyclable materials per week on one of the two (2) curbside residential unit solid waste collection and disposal services referenced under Subparagraph (a) above for each residential unit located within the City of Balcones Heights. Contractor shall provide one (1) recycling bin to each residential unit.

c. Contractor shall, at no additional charge to the City or residential units, provide brush item and white good / bulky item collection and disposal services to residential units two (2) times per year at dates and times to be coordinated between the City and the Contractor. Each resident will be limited to a total of eight (8) cubic yard of brush and bulk waste. Contractor agrees to collect up to, but not to exceed Contractor agrees to collect up to, but not to exceed (8) cubic yards which equals a pile approximately 6 feet long by 6 feet wide by 6 feet tall. Brush items cut/ trimmed by a commercial or private contractor shall be removed from the parcel by the commercial or private contractor and will not be picked up by the solid waste Contractor during brush item pickup. Bulky/Brush Waste in excess of the above volumes, or any Construction Debris produced by a Commercial Service provider hired by a customer and generated and located at the residential unit may be billed separately.

d. Solid waste collection and disposal services shall be provided between the hours of 7:00 □**.M.** and 7:00 **P.M.** for curbside residential unit solid waste collection and disposal services; curbside collection of recyclable materials; and brush / white good / bulky item collection and disposal services. All containers for curbside residential solid waste collection and curbside collection of recyclable materials must be on the curbside by 7:00 A.M on the day scheduled for pickup.

e. Contractor shall not provide solid waste collection service on streets directly adjacent to school campuses on half (1/2) hour before the beginning of school on a scheduled school date. Contractor shall also not provide solid waste collection on streets directly adjacent to school campuses one (1) hour after dismissal of after dismissal of school on a scheduled school date.

f. Household Hazardous Waste Collection: Contractor shall provide one annual HHW collection. Residents will be required to provide a copy their garbage collection bill and a valid proof of ID in order to be allowed to drop off HHW material.

g. Community Clean-Up Day: Contractor shall provide to city three (3) 40 cubic yard open top containers for residents to bring trash and bulk items as part of a □Community Wide Clean Up Day□. Residents will be required to provide a copy of their garbage collection bill and a valid proof of ID in order to drop off debris. No debris will be accepted without such proof. The event will be held between 8am and 2pm on a Saturday of the City's choosing at a location of the City's choosing. This event is not for HHW material and will not accept drop off of items considered as such. The event will not be used for the drop off of remodeling or construction material from contractors performing work for residents of the city.

10.2 *Commercial I Industrial Services.* The Contractor shall provide, at a minimum, the following commercial and industrial unit services within the corporate limits of the City of Balcones Heights, Texas:

a. The Contractor shall collect and dispose of municipal solid waste from commercial and industrial units that falls within the regulatory definition of municipal solid waste and is placed in requisite containers, as determined by the Contractor.

Because rental of equipment for the purpose of capturing containing, compacting and/or storing municipal solid waste, recycling material and/or construction, demolition and remodeling debris is a service provided by Contractor - businesses and/or homeowners within the corporate city limits of Balcones Heights requiring the use of self-contained compactors, stationary compactors, receiver boxes, roll-off boxes for □□□□ □□□□□□□□frontload dumpsters, side load dumpsters, rear load dumpsters, totters, bins, and any other piece of equipment required for use or the purpose of capturing containing, compacting and/or storing municipal solid waste, recycling material and/or construction, demolition and remodeling debris shall utilize the services of Contractor for the purpose of equipment rental (which would include installation fees) unless said equipment is □□□□□□□□ □□□□□□□□□□ □□□□□□□ □□ □□□ by the business or homeowner for the purpose of capturing containing, compacting and/or storing trash or recycling material which will be ultimately collected and disposed of by city contractor.

b. The Contractor may provide pricing for all commercial roll-off and other commercial containers within the City of Balcones Heights to be used for the collection and disposal of, including, but not limited to, construction and remodeling debris. Decision on whether Contractor is utilized for these services shall be solely the decision of the resident or commercial customer.

10.3 In the event that a residential, commercial, or industrial unit requires the collection and disposal of excessive or unusual items or requests services not contemplated by this Contract, such unit shall make arrangements with the Contractor for the collection and disposal of said items that are independent from those regular or routine services contemplated under this Contract. The Contractor shall have no obligation whatsoever to collect Hazardous, Infectious, or Special Wastes.

10.4 Unless specified elsewhere in this Contract, construction and remodeling debris and other debris originating from commercial lot clearing and / or construction operations shall not be removed by the Contractor as a part of the regular solid waste, brush item, and white good / bulky item collection and disposal services, but rather, units shall make delivery and payment arrangements with the Contractor for the collection and disposal of said items utilizing a commercial container(s) in accordance with the Schedule of Rates attached hereto.

□I.
MUNICIP□□ SER□ICES REQUIRED O□ THE CONTR□CTOR

11.1 Regular scheduled solid waste collection and disposal services shall be provided

to the Balcones Heights Justice Center, 3300 Hillcrest, Balcones Heights, Texas 78201 free of charge. Contractor shall provide solid waste collection and disposal services at a municipal event held in the City on the first Saturday of every quarter, free of charge.

11.2 Weather-Related Events: Contractor will provide up to TWO (2) annual weather related collections via dumpsters (4 - 40yd open-tops) at a central location to be determined by the City for residents to take storm debris. Should no storm or damage occur during the calendar year, no credit will be issued to the City and no services substituted. **S** [illegible]

[illegible]II.
MISCE[illegible]NEOUS PRO[illegible]ISIONS

12.1 The following holidays may be observed by the Contractor, resulting in the discontinuance of solid waste collection and disposal services on said dates:

New [illegible]ear's Day (January 1)
Thanksgiving Day (Last Thursday in November)
Christmas Day (December 25)

12.2 The number of residential, commercial, or industrial units to be served by the Contractor may be increased or decreased by the City at any time.

12.3 In the event the Contractor, for any reason after being notified by the City by telephone or email, shall fail to respond, within seven (7) business days, to any solid waste collection of qualified solid waste, the City, without further notice, may cause the same to be collected and disposed of and shall bill the Contractor for any charges incurred by the City; said charges shall not exceed the Schedule of Rates.

12.4 The Contractor shall submit to the City the proposed solid waste collection routes and schedules within thirty (30) days from the effective date of this Contract. In the event the Contractor desires to change any routes or schedules, the Contractor shall give a minimum of thirty (30) days written notice to the City and to the units affected by such changes.

12.5 The Contractor shall notify the City a minimum of five (5) business days before any scheduled delay in the regular solid waste collection schedule. Such notice shall include the Contractor's proposal for completing the delayed collection within a reasonable timeframe.

12.6 The Contractor shall maintain a website and an office or such other facilities by which it may be contacted Monday thru Friday, excluding holidays, from 8:00 [illegible]**.M.** to 5:00 **P.M.** The Contractor shall info all units on at least a quarterly basis of the

Contractor's business contact phone numbers to arrange services and receive complaints.

□III.
P□□MENTS □ND □EES

13.1 Units shall be billed in accordance with the Schedule of Rates, attached hereto as Exhibit □A□, plus applicable sales tax. The Contractor shall be responsible for all billing and collection matters and shall pay to the City six percent (6%) of its gross collections thereof as a gross receipts franchise fee. The Contractor shall collect and remit all sales tax in accordance with applicable State Law.

13.2 Gross receipts franchise payments shall be paid quarterly to the City in July, October, January, and April of each calendar year and shall be due by the twentieth of the month following the end of each calendar quarter. Payment by the Contractor after that date will incur a ten percent (10%) late fee on the outstanding amount owed.

13.3 Modifications to the Schedule of Rates for any contractual or renewal term shall be subject to a Consumer Price Index (CPI) adjustment. The CPI adjustment will be based on the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index-Urban Wage Earners; said adjustment shall not vary by more than five percent (5%) from term year to term year.

13.4 The Schedule of Rates, as amended from time to time, shall be computed as follows when determining the following year's CPI adjustment:

$$\frac{(CPI/2 - CPI/I) \times 100\%}{CPI□I}$$

a. In applying the above formula, the following definitions shall be used:

i. Service □ear: Any period of one year commencing the third year of the Contract or any anniversary of such date.

ii. Base Service Charge: The Schedule of Rates assessed during the Service □ear immediately preceding the Service □ear for which adjustment is being computed.

iii. CPI: The monthly indexes of the Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics.

iv. CPI/I: The average of the monthly CPI for the twelve consecutive calendar months ending sixty (60) days before the commencement of the Service □ear immediately preceding the Service □ear for which the adjustment of rates is being computed.

v. CPI/2: The average of the monthly CPI for the twelve consecutive calendar months ending sixty (60) days before the commencement of the Service □ear for which the adjustment of charges is being computed.

b. In addition to the above, the Contractor may adjust the Schedule of Rates at any time after giving thirty (30) days written notice to the City on the basis of unusual changes in the cost of operations. The Contractor shall also be entitled to pass through any actual taxes, fees, or other impositions made upon the Contractor by any governmental or regulatory entity by billing, on a pro-rata basis, all units directly for such costs to the extent the Contractor is affected or liable for them. During the term of this Contract, the City may cancel the Contract by giving the Contractor thirty (30) days written notice should the abovementioned increase(s) in rates be considered by the City, at its sole discretion, to be unreasonable.

XIV.
DISPOSAL OF SOLID WASTE

14.1 Contractor shall have the responsibility of the disposal of all solid waste collected under this Contract, and all solid waste shall be disposed of in compliance with all laws and regulations of the Federal Government and the State of Texas.

14.2 The Contractor shall be responsible for disposing of solid waste at a properly permitted landfill selected by the Contractor. The Contractor shall pay all landfill fees for solid waste hauled by the Contractor.

XV.
RESPONSIBILITIES OF THE CITY

The City shall have the responsibility of notifying the Contractor within two (2) business days of any complaints received by the City regarding the Contractor's failure to collect solid waste or alleviate other concerns.

XVI.
RESPONSIBILITIES OF THE UNIT

Each container, bag, bundle, or other solid waste container must be placed at a curbside location for collection on a scheduled collection day by 7:00 A.M. Containers, bags, and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags, and bundles shall be placed as close as practicable to a vehicular access point for the solid waste collection vehicle to enter and exit. The Contractor may decline to collect any container, bag, or bundle that is not placed correctly along the curbside or any solid waste containerized incorrectly.

XVII.
OWNERSHIP OF MATERIALS

The title to solid waste shall pass to the Contractor when the solid waste is placed in the Contractor's collection vehicle or upon the removal of the same by the Contractor from the unit's curbside location, whichever comes first.

□□III.
□EG□□ PRO□ISIONS

In the event the collection and disposal of solid waste is interrupted for any reason for more than forty-eight (48) hours as a sole result of a willful or negligent act of the Contractor, the City shall have the right to make alternate arrangements for the collection and disposal of municipal solid waste in order to provide for and protect the public health and safety. The Contractor shall reimburse the City within seven (7) business days of municipal payment for services for all costs associated with the City providing alternate solid waste collection and disposal services. If the service interruption is the result of the occurrence of hazardous conditions, as reasonably determined by the Contractor, an exception to this Section will be made by the City. In such instances, a report will be made to the City and service shall resume when the hazardous condition is rectified.

□I□.
RECORDS □ND REPORTS

19.1 The City shall have access during regular business hours, and upon reasonable advance notice, to all of Contractor's records, customer service cards, and all papers relating to the operation of the Contractor within the City of Balcones Heights. Upon request, the Contractor shall furnish to the City, reports of the results of all complaints and investigations received from the public and actions taken by the Contractor.

19.2 The Contractor shall maintain books and financial records in accordance with generally accepted accounting principles. The City shall have the authority to audit, examine, and make excerpts or transcripts from the books and records during the Contractor's regular business hours.

19.3 The Contractor shall keep complete and accurate books of accounts and records of its operations from which municipal gross receipts may be determined.

19.4 A listing of the Contractors' entire customer accounts, including an electronic copy in Microsoft Excel format of customer mailing addresses, and monthly revenue derived from solid waste collection and disposal services shall be filed quarterly with the City Administrator.

19.5 The City shall provide the Contractor with copies of approved building and tree trimming permits upon monthly receipt of a written request for said information.

□□.
COMP□□INTS

The Contractor shall respond to all units' complaints pertaining to customer service, property damage, or personal injury from the solid waste collection and disposal service. Any unit complaints received by the City shall be forwarded to the Contractor. The Contractor shall notify the City of the action(s) taken in response to forwarded

complaints within two (2) business days of the complaint. Failure of the Contractor to timely respond to complaints shall be considered a failure to perform under this Contract.

XXI
DE□INQUENT CUSTOMER P□□MENTS

The Contractor is responsible for billing each unit for services rendered under this Contract and the collection thereof. Each unit is responsible for making timely payments upon receipt of an invoice or statement. A reinstatement fee of □□□□□□□□□□ for residential units and a reinstatement fee of □□□□□□□□□□□□ for commercial or industrial unit will be assessed by the Contractor on all delinquent units' accounts after first being placed on suspended service sixty (60) days past the original billing date.

XXII.
□OR□EITURE □ND TERMIN□TION O□ □R□NCHISE

22.1 The City reserves the right to declare this Contract and its franchise forfeited and to terminate the same and all rights and privileges of the Contractor hereunder in the event of a material breach of the terms, covenants, or conditions herein set forth. A material breach by the Contractor shall include, but not be limited to, the following:

a. Failure of the Contractor to pay the City any and all fees or payments prescribed by this Contract in a timely manner;

b. Failure of the Contractor to provide, as solely determined by the City, the services provided for in this Contract within ten (10) business days of the receipt of a written demand for performance by the City;

c. Failure of the Contractor to repair or replace defective equipment, goods, or products within thirty (30) calendar days of receipt of written demand for performance by the City;

d. Failure of the Contractor to cure urgent health or sanitation conditions or risks, as determined by the City Administrator or Public Works Director, within two (2) business days of receipt of written or oral demand for performance by the City;

e. Material misrepresentation(s) of fact in the application for or negotiations of this Contract;

f. Conviction of any director, officer, employee, or agent of the Contractor of the offense of bribery or fraud connected with or resulting from the awarding of this Contract;

g. Material misrepresentations of fact knowingly made to the City with respect to or regarding the Contractor's operations, management, revenues, services, or reports required pursuant to this Contract; and

h. The revocation or denial of solid waste collection and disposal permit(s) through Federal and State Laws and regulations which would prohibit or interfere with the ability to fulfill the requirements of this Contract.

22.2 If the Contractor intends to terminate this Contract or any portion thereof, the Contractor shall notify the City not less than one hundred twenty (120) calendar days prior to termination.

22.3 The City shall have the right to cancel this Contract one hundred twenty (120) calendar days after the appointment of a receiver or trustee who □□□□□□□□□ to take over and conduct the business of the Contractor, whether in receivership, reorganization, bankruptcy, or other action or proceeding, whether voluntary or involuntary.

□□III.
MEDI□TION

If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, Dallas, Texas, before resorting to arbitration, litigation, or some other dispute resolution procedure; provided that a Party may not invoke mediation unless it has provided the other Party with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. Notwithstanding the foregoing, any Party may seek immediate equitable relief, without attempting to settle a dispute through mediation, in any case where such Party is entitled to equitable relief by law, the terms of the Agreement, or otherwise. All costs of negotiation, mediation, and arbitration collectively known as alternate dispute resolution (□ADR□) shall be assessed equally between the City and Contractor with each party bearing their own costs for attorney's fees, experts, and other costs of ADR and any ensuing litigation.

□□I□
COMP□I□NCE WITH □PP□IC□□□E □□W

This Contract shall be governed in accordance with the laws of the State of Texas, and the legal venue for all legal proceedings shall be located in District Court, Bexar County, Texas. Notwithstanding any other provision in this Contract to the contrary, the Contractor shall, at all times, comply with all laws, rules, and regulations of the State and Federal government and any administrative agencies thereof with respect to the subject matter of this Contract.

□□□.
□SSIGNMENT

The Contractor may not assign this Contract and / or any / all of the rights and obligations contained herein without the specific prior written approval of the City which may be withheld for any reason. Nothing contained herein shall be construed to give any rights or benefits to anyone other than the City and Contractor.

□□□I.
S□□ET□

The Contractor agrees that all prudent and reasonable safety precautions associated with the performance of work set forth or defined in this Contract are a part of the solid waste collection and disposal techniques for which the Contractor is solely responsible. In its execution of the obligations under this Contract, the Contractor shall use all proper skills and care, as are typical in the industry, and the Contractor shall exercise all due and proper precautions to prevent injury to any property or person.

□□□II.
NOTICES □ND P□□MENTS

27.1 All notices and payments required to be given by either party to the other party under the terms of this Contract shall be in writing and, unless written notice of a change of address is given, shall be sent to the parties at the following addresses:

City:
Mayor
City of Balcones Heights
3300 Hillcrest
Balcones Heights, Texas 78201

City Administrator
City of Balcones Heights
3300 Hillcrest
Balcones Heights, Texas 78201

Contractor:

27.2 All notices shall be deemed to have been properly served if sent by First Class, postage pre-paid mail through the U.S. Postal Service to the person(s) at the addresses designated above or to such other persons and / or addresses that either party subsequently designates for notice. Such designation amendments shall be made by providing thirty (30) days advance written notice to the other party.

□□□I□
□MENDMENTS

It is hereby understood and agreed by the parties to this Contract that no alterations or variations to the terms of this Contract, including all addendums hereto, shall be effective unless made in writing, approved and signed by both parties.

□□I□.
SE□ER□□I□IT□

If any section, sentence, clause, or paragraph of this Contract shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the invalid, illegal, or unenforceable provision(s) of this Contract with valid legal terms and conditions approximating the original intent of the parties.

□□□.
CONTR□CTOR□S DI□IGENCE □ND C□RE & EMERGENC□ M□N□GEMENT

30.1 The Contractor shall use reasonable care and diligence in executing this Contract.

30.2 The Contractor shall provide the City with an emergency telephone number available for response on a 24 hours x 7 days per week x 365 days per year basis.

□□□□
□ORCE M□□EURE

If either of the Parties are unable to provide the services or perform the requirements of Agreement due to circumstances beyond their control and without their fault, whether such occurrence or circumstance be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the unforeseeable act or conduct of any person or persons not party or privy hereto, then the Parties shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and neither shall be liable for the breach of this Agreement.

□□□II.
NO □DDTION□□ W□I□ER IMP□IED

The failure of any party hereto to insist in any one or more instances upon performance of any of the terms, covenants, or conditions of this agreement shall not be construed as waiver or relinquishment of the future performance of any term, covenant, or condition by the other parties hereto, but the obligation of such other parties with respect to such future performance shall continue in full force and effect.

□□□III.
ENTIRE CONTR□CT

It is understood by the parties that this Contract constitutes the entire agreement between the parties. Notwithstanding any other provisions in this Contract, the City, acting by and through the City Council of the City of Balcones Heights, Texas, shall be the final arbiter, authority, and decision maker on all matters related to this Contract, the solid waste collection and disposal services within the corporate municipal limits of the City, and the municipal solid waste collection and disposal services franchise agreement.

P□SSED □ND □PPRO□ED □□□□6□ □□□ □□□ □□□□□□□0□□.

THE CIT□ OF BALCONES HEIGHTS

Johnny A Rodriguez, Jr.
Mayor

FRONTIER WASTE SOLUTIONS

ATTEST:

Delia R. Sanchez
City Secretary

E[illegible]

Schedule of Rates
[illegible]
Solid Waste Collection and Disposal Services

Delia Sanchez

From: Delia Sanchez
Sent: Tuesday, August 20, 2024 4:18 PM
To: colfastudents@utsa.edu; andrea.aleman@utsa.edu; javier.oliva@utsa.edu
Subject: FW: Source Information on Interns for agenda Item

Good Afternoon,

What is the process to enter into your internship portal?

Delia R. Sanchez
City Secretary
City of Balcones Heights
3300 Hillcrest Drive, TX 78201
210-957-3542

*****MEMBERS OF CITY COUNCIL - Please do not Reply All to this correspondence*****

From: Johnny Rodriguez <jrodriguez@bhtx.gov>
Sent: Tuesday, August 20, 2024 4:11 PM
To: Delia Sanchez <dsanchez@bhtx.gov>
Subject: Source Information on Interns for agenda Item

Delia can you gather information from below source that I obtained in preparation for supporting documents on intern item in upcoming agenda. Also add action wording in agenda item. As I want to provide the means to start process of identifying and selecting interns for respective departments, we can probably do this same process with other educational colleges.

UTSA
Their info:

COLFAstudents@utsa.edu

Andrea Aleman, M.A., Graduate Advisor of Record
Andrea.aleman@utsa.edu

Javier Oliva, J.D., Internship Coordinator
Javier.oliva@utsa.edu

CC all these emails and let them know our city would like to enter into their internship portal to potentially hire UTSA students as interns!

Any questions do not hesitate to call.
Johnny A. Rodriguez, Jr.
Mayor
City of Balcones Heights

3300 Hillcrest, 78201
0. 210-957-3540
C. 210-722-3769
F. 210-957-3159
E. Jrodriguez@bhtx.gov
www.bhtx.gov

Delia Sanchez

From: The Center for Career and Professional Development <rattlercareers@stmarytx.edu>
Sent: Wednesday, August 21, 2024 11:53 AM
To: Delia Sanchez
Subject: Re: [External] Internships
Attachments: Handshake-Employer-Infographic-STMU.pdf

Hello Delia,

Thank you for your email! We require that all employers and internship sites use Handshake, which is our official on-campus job platform for our students and alumni. I have attached the instructions to create an account to this email.

Once you are on Handshake, you can post your job description for your internship on there. Once we approve it, our students can view and apply for your internship! Handshake has the option of collecting application materials on their site, or allowing you to link to an external site. However, if you link to an external site, you still need to post your full job description on Handshake. Please review our university-wide Employer Policy for information you need to include in your posting and your account. If you have any flyers or social media posts you would like to send our way to promote your internship, we can accept and distribute those after you have posted your position on Handshake.

If you have any further questions, please don't hesitate to contact us. Thank you for your interest in our students, and have a great rest of your day!

Sincerely,

Taylor White
Pronouns: she/her
Administration Assistant
Career and Professional Development Center

ST. MARY'S UNIVERSITY
The Catholic and Marianist University
One Camino Santa Maria
San Antonio, Texas 78228
210-436-3102
rattlercareers@stmarytx.edu
Virtual Career Center

From: Delia Sanchez <dsanchez@bhtx.gov>
Sent: Wednesday, August 21, 2024 11:46 AM
To: The Center for Career and Professional Development <rattlercareers@stmarytx.edu>
Subject: [External] Internships

You don't often get email from dsanchez@bhtx.gov. Learn why this is important



ALERT: This email comes from a source **OUTSIDE** of St. Mary's, **DO NOT** click links or open attachments unless you recognize the sender.

Good Afternoon,

How do we go about getting information on the process of getting Intern's for the City of Balcones Heights?

Delia R. Sanchez
City Secretary
City of Balcones Heights
3300 Hillcrest Drive, TX 78201
210-957-3542

*****MEMBERS OF CITY COUNCIL - Please do not Reply All to this correspondence*****

NEW EMPLOYER GUIDE TO HANDSHAKE

1

SIGN UP FOR ACCOUNT

Visit https://joinhandshake.com/employers/ and click "sign up for an account" on the top right corner of the page. Select which type of account you would like to create.

2

INPUT INFORMATION

Once you select "Employer" input the requested information. Your email address and password will serve as your login credentials for the system.

3

ACTIVATE YOUR ACCOUNT

The system will ask if you are a Third Party Recruiter. If you are not, select "No" and continue. You will receive a confirmation email in order to activate your account. Follow the numbered timeline on the bottom of the browser to continue the registration process.

4

CREATE COMPANY PROFILE

To create a new company profile, there will be multiple steps. First, enter the specific contact name and associated email, company address, phone number, and website. Once this information is completed, you can click on the "Create Company Profile" box. Enter the requested information and then click on "Create New Employer."

5

POST JOBS & REGISTER FOR EVENTS

After successfully creating your account, you will now have the ability to post a job, set up on-campus interviews, and register for upcoming events.

6

EMAIL CONFIRMATION

Once your account has been approved, you will receive an email confirming your connection to the university.

7

NAVIGATE OPTIONS

Use the left-hand toolbar to navigate the options at the University, such as Events, Interviews, Fairs and Job Postings.

ST. MARY'S UNIVERSITY
CAREER AND PROFESSIONAL DEVELOPMENT CENTER

IF YOU HAVE ANY QUESTIONS PLEASE CONTACT US @
RATTLERCAREERS@STMARYTX.EDU

City of Balcones Heights Job Description

Job Title: City Administrator

EEOC Category: Official/Administrative

FLSA: Exempt

Revised Date: 10-24-2022

Summary

Under policy direction of the City Council, performs duties of City Administrator in the administration of all services, affairs, and programs of the City. Provides Administrative direction and guidance to City Departments. Ensures the financial integrity of the municipal organization; represents the City's interest to the general public, other agencies, levels of government, and other outside interests; and provides highly responsible and complex policy advice and administrative support to the Mayor and City Council. Exercises supervision over management, professional, and clerical staff.

Duties:

- Serves the City Council, policy or advisory boards or committees appointed by the Council, and the general public; interacts with other City Managers, statewide organizations and associations, local, state, and federal officials and their staff, and the news media; and has occasional contact with most City employees and frequent contact with those supervised. Makes initial contact and oversees work with businesses and industries to encourage their consideration of the City for future relocations or expansions. Oversees work with developers to encourage their development of the building stock in the city and will brief council with bi-weekly updates.
- Prepares or reviews and approves agendas and other materials for and attends and assists with all meetings of the City Council and serves as liaison between Department Heads and Council members.
- Attends, as necessary, Board and Commission meetings.
- Serves the community by presenting programs to civic organizations and by responding to citizen issues. Provides adequate and accurate information to news media so that citizens can be informed of governmental activities. Actively participates in civic activities in the community.
- Advises the City Council of the financial condition and future needs of the City and makes such recommendations as may seem desirable. Keeps City Council informed on progress in all departments and on any other pertinent matters relating to City operations to enable them to make informed policy decisions.
- Prepares and submits to the City Council at the end of each fiscal year a complete report on the finances and administrative activities of the City for the preceding year.
- Prepares annual budget recommendations based on data submitted by all department heads, including capital expenditure items, consistent with Council-approved short and long-range plans. Submits budget recommendations, including justification, to the Council for approval; files approved budget with appropriate authorities; and administers approved budget.

- Supervises the City's programs and administrative functions and provides general leadership and direction.
- Develops and executes organizational and strategic plans; performs financial analysis of budgets and forecasts for formulate recommendations/courses of action; conducts benchmarking and establishes performance measures to improve efficiency and effectiveness of city services; directs preparation and release of reports, studies, and projects relating to program trends; reviews and evaluates work of assigned departmental managers; directs and reviews preparation of budget.
- Appoints and may suspend or remove all City employees or appointed administrative officers except for statutory corporate officers. Holds all employees accountable for compliance with safety program policies and procedures.
- Administers all contracts with the City, and acts as signature authority in the name of the City as authorized by City Council on a case-by-case basis.
- Ensures City compliance with state, federal, and local statues and regulations, as well as with grant and contractual provisions.
- Assists in the City's defense against lawsuits and, with the City Attorney, updates Council on ongoing litigation.
- Maintains a written inventory of all real property and all permanent equipment belonging to the City; said inventory to be subject to an annual audit. City Administrator will create a system to monitor the use and replacement of expendable items.
- Serves as required for Emergency Management preparation and implementation.

Knowledge, Skills, and Abilities:

- Knowledge of organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Knowledge of principles of personnel management, including supervision, training, and performance evaluation.
- Knowledge of research and reporting methods, techniques, and procedures.
- Knowledge of sources of information related to municipal programs, services, and administration.
- Ability to read and comprehend procedure manuals, memos.
- Ability to write accurate and coherent letters, memos, technical reports, agendas.
- Knowledgeable of general accounting procedures for budget preparation, ability to perform statistical analysis.
- Strong ability to prioritize multiple duties.
- Possesses strong organizational/administrative skills.
- Ability to provide creative/innovative approaches to a full range of services.
- Ability to provide stewardship oversight of meaningful projects in delegation of responsibilities to staff.
- Strong understanding of and ability to exercise sound judgment in the Council/Manager form of government.
- Possesses strong leadership skills.
- Ability to effectively communicate across a broad scope of generational, cultural and educational levels for effective citizen and community involvement.

Education and Experience:

- Master's Degree, preferably in Public Administration OR any equivalent combination of experience and training that provides the required knowledge, skills, and abilities.
- Seven (7) to ten (10) years of public sector management experience, four of which must have been at either the City Manager or Assistant City Manager level with significant financial management responsibilities; or an equivalent combination of education and experience.

Physical Demands and Working Conditions:

- Ability to lift up to 20 lbs.
- Visual acuity, speech and hearing; hand/eye coordination and manual dexterity necessary to operate computer keyboard and basic office equipment
- Subject to sitting and standing to perform the essential functions
- Must be able to pass a drug and/or alcohol screen
- Working conditions are in an office environment

Licenses or Certificates:

- Valid Class "C" Texas Driver's License Certified Public Manager preferred

NOTE: This class specification is not an employment agreement or contract. Management has the exclusive right to alter this class specification at any time without notice.

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee Name: _____ Signature _____

Date_____

Chapter 31. City Officials

ARTICLE II. OFFICIALS

§ 31.27. CITY ADMINISTRATOR.

(A) The municipal office of City Administrator is hereby created.

(B) The Administrator may or may not be a resident of the city.

(C) The City Council shall appoint the person to fill the office of City Administrator in accordance with Texas Local Government Code Ann. §22.070. The City Administrator shall serve at the will of the governing body, as set forth in this division and division (D), and the term of such office shall continue indefinitely unless terminated as stated herein or by resignation, subject to state law.

(D) Removal/resignation from office.

(1) The City Administrator shall serve at the will of the governing body and may be removed or suspended for lack of confidence, in accordance with Local Government Code Ann. §22.071, by two-thirds vote of the elected City Council members, after due notice to the Administrator and an opportunity to be heard.

(2) The City Administrator may be removed from office for incompetency, corruption, misconduct or malfeasance in office by majority vote of the governing body after providing the Officer with due notice and an opportunity to be heard.

(3) The City Administrator may resign by submitting the resignation in writing to the governing body (City Council and Mayor); Such resignation is subject to the approval and acceptance of the governing body. (Texas Local Government Code Ann. §22.012).

(E) The Administrator shall receive the compensation as provided in the wage scales adopted by, and the level of compensation directed by the governing body.

(F) The City Administrator shall be the administrative officer of the city who shall serve under the Mayor and City Council and shall be responsible to the governing body for the proper administration for the affairs of the and to that end shall be required to:

(1) Devote his or her working time and attention to the affairs of the city and be responsible to the governing body for the efficient administration of its affairs; and,

(2) See that the applicable laws and all ordinances of the city are enforced; and,

(3) Prepare job descriptions for all officers and employees of the city and to recommend to the governing body and/or city officers the removal of any and all officers and employees of the city as necessary. For employees other than statutory city officers (which are the officers prescribed by Local Government Code Ann. §22.071 and ordinances pursuant thereto) and with the concurrence of the department head involved, he or she shall fill budgeted positions on the city's staff;

(4) He or she shall be empowered to suspend any employee, other than statutory city officers, upon the advice and after obtaining the input of the applicable department head, until such

time as the City Council can act on his or her recommendation upon suspension or dismissal. All municipal officers except members of the governing body shall be subordinate to and report to the City Administrator;

(5) To attend all meetings of the governing body with the right to take part in the discussion, but having no vote; and he or she shall be notified of all special meetings of the governing body;

(6) To see that all terms and conditions imposed in favor of the city and/or its inhabitants, in any public utility franchise are faithfully kept and performed, and upon knowledge of any violation thereof to call the same to the attention of the governing body;

(7) To act as budget officer and as such, prepare and submit to the governing body, prior to the beginning of each fiscal year, a budget of proposed expenditures for the ensuing year, showing in as much detail as practical the estimated amounts required for the efficient operation of each department of the city government and the reasons for such estimated expenditures;

(8) To exercise supervision over the departments of the city created by the governing body or that may hereafter be created by said governing body of the city;

(9) To make and file a budget as required by state law;

(10) To report, in writing, to the governing body monthly showing the operation and expenditures of the city in a format such that the governing body can compare the actual expenditures with allowances made in the budget and keep the governing body fully advised at all times as to the financial condition and status, and needs of the city;

(11) To act as purchase agent for the city and to purchase or set procedures for purchase of all merchandise, materials and supplies needed by the city. He may establish, if needed, a suitable storehouse where such supplies shall be kept and from which same shall be issued as needed; and he or she shall adopt such rules and regulations governing requisitions and transactions of business between himself or herself as such purchasing agent and the heads of the departments, officers and employees of the city as appropriate and in accordance with the State Competitive Bidding Statute (Local Government Code Ann. §272.001 et seq.) and other applicable law;

(12) The Administrator is authorized to make all purchases on behalf of the city provided:

(a) The amount of such purchase is less than $25,000;

(b) Such purchase was provided for in the then current budget; and

(c) However, the governing body retains the right to submit proposals for competitive bids for purchases less than $25,000 should it, in its discretion, see fit and proper to do so. In case of accident or other circumstances creating an emergency, the Administrator may, with the consent of the governing body, award contracts and make purchases for the purpose of repairing damages caused by said accident or avoiding said public emergency; but immediately afterwards, he or she shall file with the Mayor a certificate showing such emergency and the necessity of such action together with an itemized account of all expenditures;

(13) To recommend to the governing body the salary levels to be paid to each appointed officer and subordinate employee of the city, after consultation with the appropriate department head; and it shall be the duty of the governing body to pass ordinances or resolutions from time to time fixing compensation rate schedules or scales upon recommendation from the Administrator;

(14) To recommend to the governing body in writing, from time to time, the adoption of such measures as the Administrator deems necessary or expedient;

(15) To do and perform such other duties as may be prescribed by ordinance or resolution of the governing body of the city;

(16) To serve also as the City Treasurer as that office is defined by statute (Texas Local Government Code Ann. §22.075);

(17) In accordance with generally accepted governmental accounting principles, supervises accounting and financial records system for the city and exercises financial control over city activities;

(18) Manages city funds and investments;

(19) Works with outside auditor during annual audit to resolve any audit questions;

(20) Responds to citizen inquiries and requests;

(21) Conducts or supervises research assignments and special projects as requested by the Mayor and City Council;

(22) Oversees management of various components of the city's computer system including programming, implementing additions, and planning for future system improvements;

(23) Prepares and maintains the components of the city's personnel management system and interprets city policies as needed and requested for department heads and employees;

(24) First alternate to City Secretary for attesting to and countersigning the Mayor's signature on warrants/check payments as provided under Texas Local Government Code Ann. §§22.073 and 22.074.

(G) Neither council members nor the Mayor shall direct or request the appointment of any person to, or removal from employment by the City Administrator or any of the Administrator's subordinates, or in any manner take part in the appointment or removal of employees in the administrative services of the city. Neither council members nor the Mayor shall interfere in the City Administrator's recommendation process of the appointment, suspension, or removal of a municipal officer other than members of the governing body and those municipal officers who are appointed by the governing body. Except for the purpose of inquiry, the council and its members shall deal with the administration solely through the City Administrator and neither the council nor any member thereof shall give orders to any subordinates of the City Administrator, either publicly or privately. Nothing in this section interferes with the role of the mayor to make temporary appointments of municipal officers subject to confirmation by the City Council, nor does this section interfere with the role of the Mayor and/or the City Council to determine the selection process of municipal officers.

(Ord. 6-91, passed 3-27-91; Am. Ord. 16-2001, passed 10-8-01)

BOARD OF ADJUSTMENTS AND APPEALS

Member 1 **Need Appointment**	VACANT	**Term Ends June 2026**
Member 2	Lamar Gillian 324 Glenarm lamargillian@gmail.com (210) 732-0971	Term Ends June 2025
Member 3 **Need Appointment**	VACANT	**Term Ends June 2026**
Member 4	Jimmy L. Hernandez 112 Leisure Dr. 78201 (210) 776-4600 1jimmyhernandez@gmail.com	Term Ends June 2025
Member 5 **Need Appointment**	VACANT	**Term Ends June 2026**
ALTERNATES	**Councilmembers Place 1 - 5**	

One application was submitted from Frank Hebert to fill a vacancy
Council Agenda 8-26-2024

Balcones Heights Board & Commission
NOMINEE APPLICATION

Please fill out the application: Your submission of the application confirms your willingness to serve on the board/commission checked, to attend meetings, and generally fulfill the responsibilities of the appointment. Meeting notices and materials are typically distributed via email. Please be sure and include your email address in the space provided. Thank you for your interest in serving the City of Balcones Heights.

Please check the Board/Commission you are applying to serve on:

✓ Board of Adjustments and Appeals ___ Planning and Zoning Commission

GENERAL INFORMATION

Name: MARSHALL F. HEBERT

Home Address: 109 Glenarm Pl

City: B.H. Zip: 78201

Home Phone: 210-995-2373

Cell Phone: SAME

Preferred Contact Number: ____

E-mail Address: marhebert1432@gmail

OCCUPATIONAL INFORMATION

Business Name/Employer: Retired

Business Owner: Yes No

Position: ____

Address: ____

City: ____ Zip: ____

How long in current position? ____

Requirements:

- **Age 18 and over**
- **Registered Voter**
- **Consent to Background Check**
- **Open Meetings Act Training (After Appointment)**
- **AACOG – Planning and Zoning Workshop (After Appointment)**
- **Available to attend meetings**

BOARD OF ADJUSTMENTS

- **5 qualified electors of the city appointed by the City Council**
- **Persons who have demonstrated their civic interest, general knowledge of the community, independent judgment and availability to prepare for and attend meetings.**
- **2 alternate members with requirements same as regular members and with the addition that alternates may include the Mayor and/or City Council members whose terms run concurrently with their term on council.**

Balcones Heights Board & Commission
NOMINEE APPLICATION

PLANNING AND ZONING

- **5 qualified electors of the city appointed by the City Council**
- **2 alternate members**
- **Alternate members may be qualified electors of the city, owners of property in the city, business owners or employed in the city.**
- **Persons who have demonstrated their civic interest, general knowledge of the community, independent judgement, interest in planning and zoning, and availability to prepare for and attend meetings.**

PLEASE ATTACH A RESUME AND/OR BIO

YOUR QUALIFICATIONS AND OPINIONS: (Please attach additional sheets if necessary)

Please briefly explain why you want to serve on the Balcones Heights Board/Commission you checked and what experience, education, and/or knowledge you have that makes you a qualified candidate:

WAS ON past Appeals & Adjustment Committee
Sound System improved and improved my
impaired hearing

Is your schedule such that you have the available time to commit to regular and consistent attendance at meetings? (Yes) No

Please briefly explain your opinions about the overall quality of life and issues you see are important to the City of Balcones Heights and its future:

retaining value of homes and security of our
Community, with limited space we need to
build up and invite long-term business to
support our tax base.

23 yr Airforce Career
17 yr University Hospital lab manager
BS in med technology
BA in Hosp. Admin.
Resident here for 20 yrs.
Trustee Rights of Columbus for 10+ yrs

BEXAR APPRAISAL DISTRICT

BOARD OF DIRECTORS

DAVE GANNON
Chair
JON FISHER
Vice Chair
Dr. ADRIANA ROCHA GARCIA
Councilwoman, District 4
Secretary

411 N. Frio, P.O. Box 830248
San Antonio, TX 78283-0248
Phone (210) 224-8511
Fax (210) 242-2451
ROGELIO SANDOVAL, Chief Appraiser

BOARD OF DIRECTORS

Dr. RALPH E. BARKSDALE
Reverend
ROBERT BRUCE
ERIKA HIZEL
NAOMI MILLER
REBECCA RUIZ
ALBERT URESTI, MPA
Tax Assessor-Collector

August 5, 2024

VIA CERTIFIED MAILER
9589 0710 5270 1528 1762 81
Mr. Johnny Rodriguez, Mayor
City of Balcones Heights
3300 Hillcrest Dr.
San Antonio, TX 78201

RE: 2025 Bexar Appraisal District Board of Directors Appointments – Nomination Phase

Dear Mayor Rodriguez:

Added in SB2 of the second special session of the 88th legislature, Section 6.0301 of the Texas Property Tax Code applies to appraisal districts established in a county with a population of 75,000 or more and alters the make-up of the Bexar Appraisal District Board of Directors. Three members elected by majority vote in the May 2024 general election joined the five directors appointed by the taxing units that participate in the district in the manner prescribed by Section 6.03, Texas Property Tax Code.

To implement the necessary term changes and as required by Section 5.13(d), Texas Property Tax Code, members appointed in this cycle shall draw lots at the first meeting of 2025 to determine which two shall serve a term of one year, beginning January 1st, 2025 and expiring December 31st, 2025, and which three shall serve a term of three years, beginning January 1st, 2025 and expiring December 31st, 2027. After that, appointed members will serve in four-year terms.

To begin the appointment process, each taxing unit authorized to vote may nominate one candidate for each of the five positions on the Bexar Appraisal District Board of Directors **by resolution of its governing body** and submit the name(s) of the unit's nominee(s) to the Chief Appraiser **by October 15th.**

To serve as a member of the board of directors, your nominee:

- must be a resident of the district for at least two years immediately preceding the date they take office *(Section 6.03(a));*

- may not be an employee of a participating tax unit unless the individual is also a member of the governing body or an elected official *(Section 6.03(a))*;

- may not have engaged in the business of appraising property for compensation or has represented property owners for compensation in proceedings under this title in the appraisal district at any time during the preceding three years or be related within the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to an individual who is engaged in the business of appraising property for compensation or has represented property owners for compensation in proceedings under this title in the appraisal district *(Section 6.035(a)(1) & (a-1)(2));*

- may not own property on which delinquent property taxes have been owed for more than 60 days after the date the person knew or should have known of the delinquency. This restriction does not apply if the person is paying the delinquent taxes or has deferred or abated a suit to collect delinquent taxes *(Section 6.035(a)(2) & 6.412(a)(2))*: or
- may not have served as a member of the board of directors for all or part of five terms unless the individual was the county assessor-collector at the time the individual served (Section *6.035(a-1)(A)).*

The number of votes each taxing unit is entitled to in this year's selection process has been calculated and enclosed. Before October 30th, the chief appraiser will mail a ballot to the presiding officer of each taxing unit. After receiving the ballot, each eligible taxing unit will cast its allotted votes by resolution of its governing body and submit the votes to me before December 15th.

Please note, Section 6.03, Texas Property Tax Code states that taxing units with at least 5% of the total votes in the election for Bexar Appraisal District Board of Directors must determine its vote by resolution adopted at the first or second open meeting of the governing body held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The votes will be counted as soon as possible after December 15th, and the five candidates with the greatest number of votes will be declared elected. The chief appraiser will submit the results to the taxing units before December 31st.

If you have any questions about the process, please contact me or my Executive Assistant, Jimmy Saiz, at (210)242-2409.

Sincerely,

Rogelio Sandoval
Chief Appraiser

Enclosure

CC Via Regular Mail w/Enclosures:
Mr. Gilbert Perales, City Manager
Ms. Delia Sanchez, City Secretary
Mr. Floyd Messick, Finance Director

Taxing Unit	2023 Tax Levy	Sum of Levies	Votes	% of Votes
ALAMO COMMUNITY COLLEGE DIST.	$352,556,080.00	$4,005,118,459.00	440	**8.80%**
CITY OF ALAMO HEIGHTS	$7,970,802.00	$4,005,118,459.00	10	0.20%
ALAMO HEIGHTS ISD	$77,276,272.00	$4,005,118,459.00	96	1.93%
CITY OF BALCONES HEIGHTS	$2,165,772.00	$4,005,118,459.00	3	0.05%
BEXAR COUNTY	$603,025,605.00	$4,005,118,459.00	753	**15.06%**
BOERNE ISD	$31,171,310.00	$4,005,118,459.00	39	0.78%
CITY OF CASTLE HILLS	$4,713,877.00	$4,005,118,459.00	6	0.12%
CITY OF CHINA GROVE	$386,555.00	$4,005,118,459.00	0	0.01%
COMAL ISD	$36,725,302.00	$4,005,118,459.00	46	0.92%
CITY OF CONVERSE	$11,084,608.00	$4,005,118,459.00	14	0.28%
EAST CENTRAL ISD	$64,845,037.00	$4,005,118,459.00	81	1.62%
EDGEWOOD ISD	$22,898,510.00	$4,005,118,459.00	29	0.57%
CITY OF ELMENDORF	$932,275.00	$4,005,118,459.00	1	0.02%
CITY OF FAIR OAKS RANCH	$4,638,223.00	$4,005,118,459.00	6	0.12%
FLORESVILLE ISD	$27,830.00	$4,005,118,459.00	0	0.00%
CITY OF GREY FOREST	$63,881.00	$4,005,118,459.00	0	0.00%
HARLANDALE ISD	$30,649,855.00	$4,005,118,459.00	38	0.77%
CITY OF HELOTES	$4,823,311.00	$4,005,118,459.00	6	0.12%
CITY OF HILL COUNTRY VILLAGE	$662,385.00	$4,005,118,459.00	1	0.02%
TOWN OF HOLLYWOOD PARK	$3,481,288.00	$4,005,118,459.00	4	0.09%
JUDSON ISD	$147,229,534.00	$4,005,118,459.00	184	3.68%
CITY OF KIRBY	$3,268,327.00	$4,005,118,459.00	4	0.08%
CITY OF LEON VALLEY	$6,206,190.00	$4,005,118,459.00	8	0.15%
CITY OF LIVE OAK	$7,535,592.00	$4,005,118,459.00	9	0.19%
CITY OF LYTLE	$5,533.00	$4,005,118,459.00	0	0.00%
MEDINA VALLEY ISD	$30,991,304.00	$4,005,118,459.00	39	0.77%
NORTH EAST ISD	$492,382,546.00	$4,005,118,459.00	615	**12.29%**
NORTHSIDE ISD IN BEXAR COUNTY	$742,072,266.00	$4,005,118,459.00	926	**18.53%**
CITY OF OLMOS PARK	$3,964,571.00	$4,005,118,459.00	5	0.10%
CITY OF SAN ANTONIO	$808,814,725.00	$4,005,118,459.00	1010	**20.19%**
SAN ANTONIO ISD	$316,455,361.00	$4,005,118,459.00	395	**7.90%**
CITY OF SANDY OAKS	$568,543.00	$4,005,118,459.00	1	0.01%
CITY OF SCHERTZ	$3,295,460.00	$4,005,118,459.00	4	0.08%
SCHERTZ-CIBOLO ISD	$14,263,764.00	$4,005,118,459.00	18	0.36%
CITY OF SELMA	$2,081,231.00	$4,005,118,459.00	3	0.05%
CITY OF SHAVANO PARK	$4,835,316.00	$4,005,118,459.00	6	0.12%
CITY OF SOMERSET	$999,660.00	$4,005,118,459.00	1	0.02%
SOMERSET ISD IN BEXAR COUNTY	$6,155,122.00	$4,005,118,459.00	8	0.15%
SOUTH SAN ISD	$30,061,876.00	$4,005,118,459.00	38	0.75%
SOUTHSIDE ISD	$25,992,088.00	$4,005,118,459.00	32	0.65%
SOUTHWEST ISD	$75,448,918.00	$4,005,118,459.00	94	1.88%
CITY OF ST HEDWIG	$1,207,166.00	$4,005,118,459.00	2	0.03%
CITY OF TERRELL HILLS	$6,948,578.00	$4,005,118,459.00	9	0.17%
CITY OF UNIVERSAL CITY	$10,420,187.00	$4,005,118,459.00	13	0.26%
CITY OF WINDCREST	$3,815,823.00	$4,005,118,459.00	5	0.10%

TOTAL	$4,005,118,459.00		5000	100%

Texas Property Tax Code Sec. 6.03

"The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district."

A recent amendment to Section 6.03, Texas Tax Code states *"A taxing unit with at least 5% of the total votes in the election for Bexar Appraisal District Board of Directors must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body."

MONTHL FALSE ALARM BILLING REPORT AS OF AUGUST 21-2024

- 27 Total false alarm calls
- 4 Businesses were invoiced
- 4 Businesses were flagged
- 0 Residents invoiced
- Total amount invoiced 525.00
- Total amount collected 253.00

Other information if needed:

S –

- 1st – 3rd – Fee waived
- 4th – 5th - 50.00
- 6th – 7th - 75.00
- 8th - 100
- Each additional False Alarm beyond 8th, each - 100
- Fee for Alarm with no permit, 100

R **P** –

- 1st & 2nd – Fee waived
- 3rd – 150.00
- 4th - 200.00
- 5th - 250.00
- 6th - 300.00
- 7th - 350.00
- 8th - 400.00
- Each additional False Alarm beyond 8th, each - 500
- Fee for Alarm with no permit, 100

Submitted by
Lisa Merlo
Finance/Administrative Coordinator
City of Balcones Heights

COMMUNITY DEVELOPMENT

REPORT TO CITY COUNCIL

August 2024

PERMITTING:

Club Car Wash: Owner submitted revised drainage plan for rear of property adjacent to the apartments at 520 Gentleman Road. The City Engineer reviewed construction drawings and calculations, and the construction plans appear to be in general conformance to the City of Balcones Heights standards. Staff requested revised landscaping drawing and special inspection for new drainage channel. Club Car Wash opened on August 15, 2024 and applied for a special use permit for their opening which allows their temporary signs to be exempt.

7001 W IH-10 PUB Project: Site work continues in preparation to start building construction. Construction drawings have been approved except for landscape and fire. Developer submitted a P&Z application to revise the Planned Use Development (PUD) to allow a 55-foot electronic post sign. Staff coordinated a Town Hall meeting at 6:00 PM on Thursday, August 1, 2024, that was held in the parish hall at St. Gregory's Catholic Church. Representatives from the developer and contractor were present to address questions and concerns. The General Contractor addressed discharge of sediment from construction site onto neighboring properties after a heavy rain.

Inspiriamo Grill Italiano: Business owner opened on Friday, August 2, 2024.

New MRI Suite Expansion & Renovation at Methodist Texsan Hospital: Staff obtained revised construction plans. Revised construction plans have been approved. Construction expected to be completed by February 2025.

HOPD Cardiology Clinic & Office Renovation at Methodist Texsan Hospital: Architect submitted construction plans for review. Construction expected to be completed by December 2024.

1131 Babcock Road: Property owner submitted a Planning and Zoning application to amend the zoning district from O-1 Low Office (O-1) to MXD Mixed-Use District. Property owner will appear before the September 17, 2024, P&Z Commission meeting.

Balcones Lofts: Staff received two certificates of occupancy in the 1st floor office suites for a beauty salon and a cake shop.

STREET PROJECTS:

Hillcrest Drive – The City Engineer met with TxDOT to review project timeline. TxDOT gave verbal approval of storm water design and reaffirmed project timeline with a proposed let date of December 2025.

Crestview Phase 2 (Leisure Drive to Pleasant) – City Engineer met with CPS Energy and SAWS Wednesday, July 24, 2024, to discuss replacement of existing gas and water lines. SAWS has no plans to replace water lines but will review their decision. CPS Energy will replace their gas main and will notify us when they plan to start construction.

Crestview Phase 3 (Pleasant Drive to Balcones Heights Road) – The City Engineer will discuss with CPS Energy about replacing gas lines in the project area in conjunction with the work for Crestview Phase 2. Pursuant to a motion adopted on August 6, 2024, Bexar County Commissioners Court approved the final selection of projects that will be funded through the Community Development Block Grant (CDBG), HOME Investment Partnerships Program, and Emergency Solutions Grant (ESG) funds for Program Year 2024. The City of Balcones Heights was approved to receive funding from the U.S. Department of Housing and Urban Development (HUD) in the amount of $700,242 for the Crestview Drive Reconstruction Project (Phase III). Bexar County will undertake negotiations to draft formal contract documents that encompass the final terms deemed acceptable to Bexar County.

CODE:

Rental Property Inspections: Code and Fire began conducting the city's annual Rental Property Inspections for Multi-Family Residences at 4510 Fredericksburg Road (Harrison Grant) and 4300 Fredericksburg Road (The Rise). Items have been identified for correction and Code will follow up.

4219 Fredericksburg Road: Code worked with the owner of the property at 4219 Fredericksburg Road (formally Norma's) to raise the level of compliance especially the maintenance of vegetation around the property. Owner agreed to remove most of the vegetation on the property.

4541 Fredericksburg Road: Staff sent a letter to the owners of Luby's Restaurant at 4541 Fredericksburg Road requesting the maintenance schedule of their grease trap and invoices to validate their schedule. The city has dealt with six documented sewer overflows caused by the grease, fats, and oils being deposited into our sewer collection system from Luby's. These overflows have resulted in illicit discharges into our stormwater system. The sewer overflows occurred on the following dates:

12/16/2019; 8/31/2021; 6/13/2022; 2/9/2023; and 6/6/2024

Based on this information, the city anticipates another overflow in 2025 if Luby's does not address their discharge of grease, fats, and oils into our sewer collection system. On Monday, August 19, 2024, Staff met with Luby's manager and reviewed grease trap maintenance records. The Luby's manager informed staff that a broken pipe needs to be repaired next month when Luby's services their grease trap.

PUBLIC WORKS: Staff worked with sprinkler company to reprogram system at the Justice Center. The sprinkler company identified items for repair that would provide a more efficient system. These items included replacing broken or damaged rotors and diaphragms on valves and installing a new controller with Wi-Fi. The sprinkler company quoted $1,875.00 to make these repairs.

MISCELLANEOUS:

The EPA Brownfields Project Officer signed our Quality Management Plan (QMP) for our Brownfields Assessment Program. The QMP will expire on 7/27/2025. A revised QMP will need to be submitted 30 days prior to the expiration date for approval. Staff updated application documents as requested by the Project Officer in August 2024.

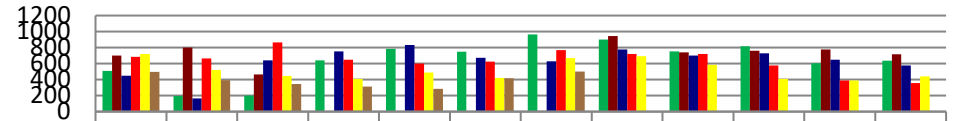
If you have any questions related to Community Development, please feel free to reach out!

Respectfully submitted-

Albert Lara

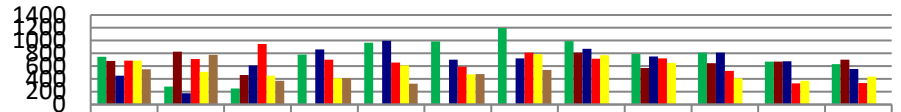
alara@bhtx.gov
210-957-3545 Office
210-740-9315 Mobile

Total Traffic Contacts



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	508	195	200	639	785	747	964	901	751	816	603	635
2020	700	800	464	2	3	4	8	945	741	762	776	718
2021	448	166	642	752	834	671	629	777	699	729	649	576
2022	686	663	866	650	602	623	769	722	719	576	390	357
2023	720	522	444	407	488	419	669	691	585	407	389	442
2024	497	394	344	312	286	417	502					

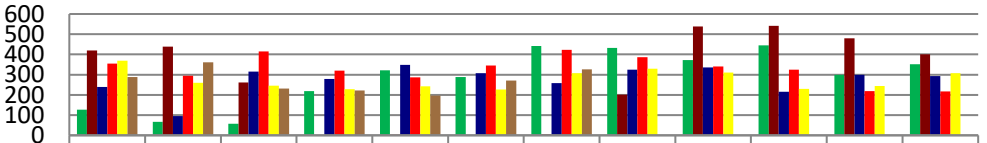
Traffic Contacts Resulting in Citations



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	746	283	251	780	967	985	1195	991	791	814	670	632
2020	680	826	463	3	1	3	2	814	572	648	671	700
2021	451	176	613	861	995	699	720	873	753	810	675	555
2022	684	711	946	700	654	590	814	717	719	528	333	336
2023	685	512	451	410	613	472	789	772	651	412	370	435
2024	551	775	369	412	325	478	540					

502 traffic contacts resulted in 540 written citations and 326 written warnings.

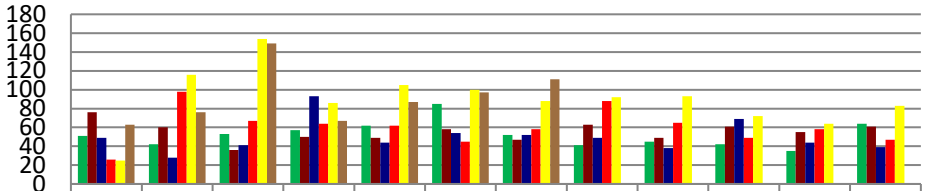
Traffic Contact Resulting in Warnings



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	127	66	58	218	321	289	442	432	372	445	300	351
2020	420	438	262	0	4	0	5	202	539	541	479	401
2021	240	95	315	279	349	307	259	325	335	215	300	293
2022	354	295	415	320	287	345	423	386	340	325	219	217
2023	369	260	246	228	243	227	307	330	311	230	244	307
2024	288	361	231	222	197	271	326					

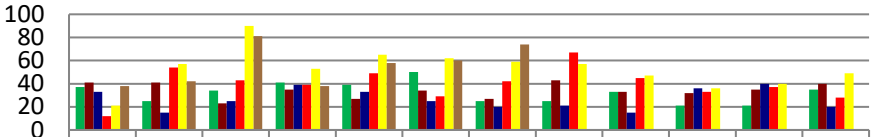
City of Balcones Heights Police Department - Investigations Division

New Criminal Cases



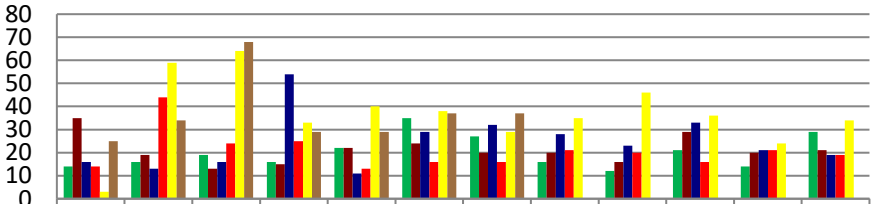
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	51	42	53	57	62	85	52	41	45	42	35	64
2020	76	60	36	50	49	58	47	63	49	61	55	61
2021	49	28	41	93	44	54	52	49	38	69	44	39
2022	26	98	67	64	62	45	58	88	65	49	58	47
2023	25	116	154	86	105	100	88	92	93	72	64	83
2024	63	76	149	67	87	97	111					

Misdemeanor Cases



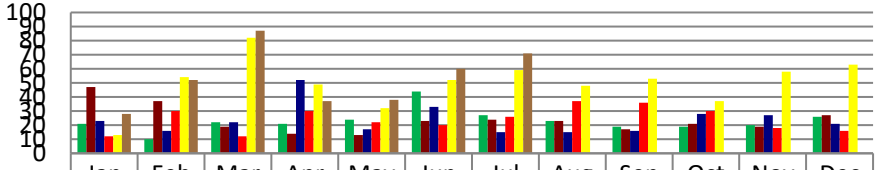
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	37	25	34	41	39	50	25	25	33	21	21	35
2020	41	41	23	35	27	34	27	43	33	32	35	40
2021	33	15	25	39	33	25	20	21	15	36	40	20
2022	12	54	43	39	49	29	42	67	45	33	37	28
2023	21	57	90	53	65	62	59	57	47	36	40	49
2024	38	42	81	38	58	60	74					

Felony Cases



	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
2018	14	16	19	16	22	35	27	16	12	21	14	29
2019	35	19	13	15	22	24	20	20	16	29	20	21
2020	16	13	16	54	11	29	32	28	23	33	21	19
2021	14	44	24	25	13	16	16	21	20	16	21	19
2022	3	59	64	33	40	38	29	35	46	36	24	34
2023	25	34	68	29	29	37	37					

Cases Cleared by Arrest or Exception



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	21	10	22	21	24	44	27	23	19	19	20	26
2020	47	37	19	14	13	23	24	23	17	21	19	27
2021	23	16	22	52	17	33	15	15	16	28	27	21
2022	12	30	12	30	22	20	26	37	36	30	18	16
2023	13	54	82	49	32	52	59	48	53	37	58	63
2024	28	52	87	37	38	60	71					

There were 111 new criminal cases assigned to investigations, 74misdemeanors and 37 felonies.
Out of the 111 cases assigned to investigators 71 cases were cleared by Arrest or Exception
 11 cases were filed pending Further Investigation (PFI), 23 cases were filed w/DA
and there were 0 cases filed w/DA as At-Large.
12 of the cases filed were misdemeanor and 11 were felonies. 1 Misdemeanor cases and 2 Felony cases were closed

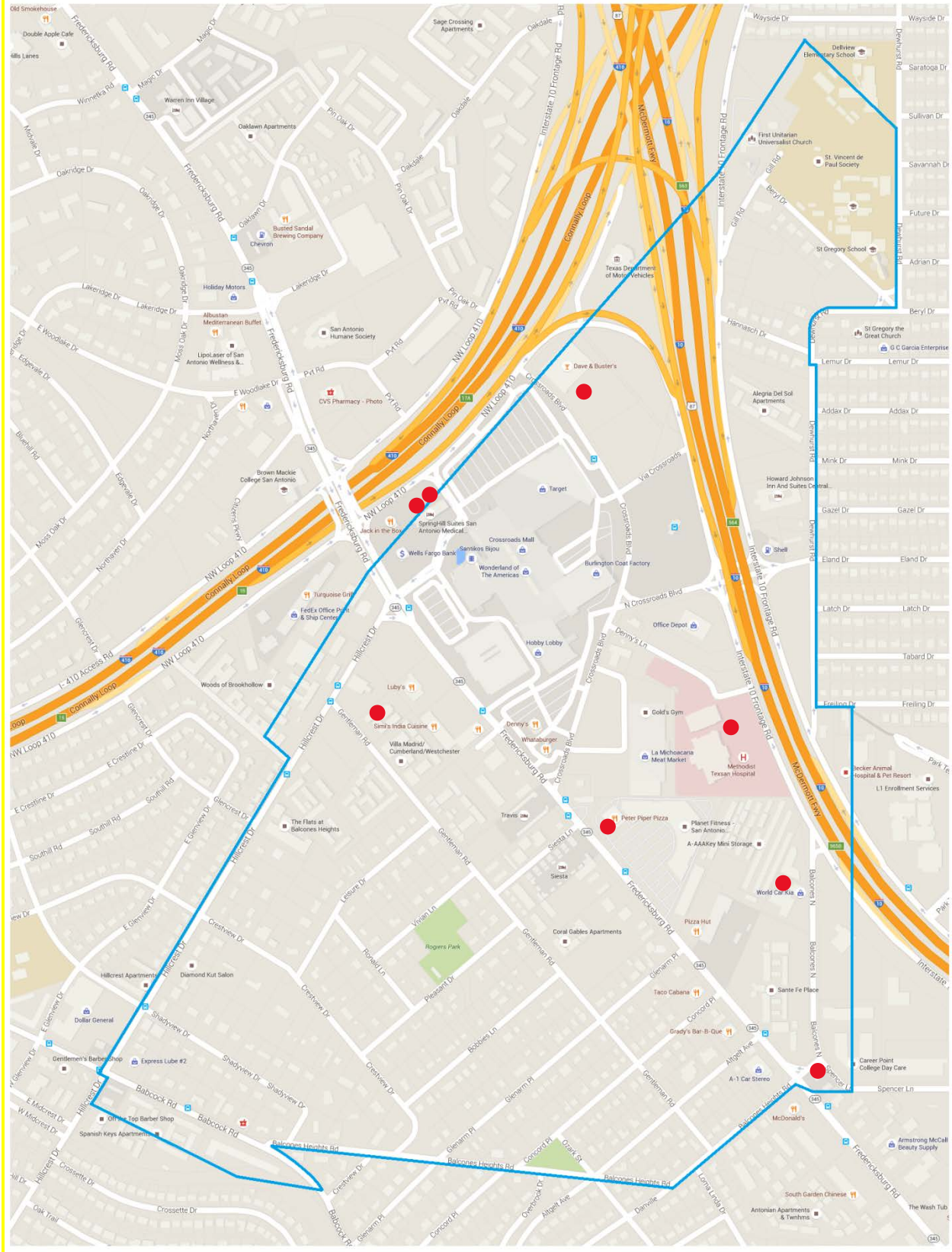
Note: Investigators may be filing cases from previous months/years which could cause the number of cases cleared to be more than the number of cases actually assigned for any given month.

Burglary of Vehicles

1.	**2431083**	07/11/2024	2121 hrs Thur	3944 Fredericksburg Rd (Circle K)
2.	**2431365**	07/13/2024	0708 hrs Sat	3636 NW Loop 410 (Springhill Suites)
3.	**2431366**	07/13/2024	0708 hrs Sat	3636 NW Loop 410 (Springhill Suites)
4.	**2433433**	07/23/2024	0927 hrs Tues	132 Balcones North (World Car Mazda)
5.	**2433793**	07/25/2024	1823 hrs Thur	6700 IH-10 West (Methodist Texsan)
6.	**2434196**	07/27/2024	0955 hrs Sat	4474 Fredericksburg Rd (PeterPiper Pizza)
7.	**2434454**	07/28/2024	1637 hrs Sun	801 Gentleman Rd (Boston Woods Apts)
8.	**2434628**	07/29/2024	2251 hrs Mon	440 Crossroads Blvd (Dave and Busters)

City of Balcones Heights Police Department

Vehicle Burglary Map / July 2024



City of Balcones Heights Police Department

Residential Crime Report / July 2024

	Date	Criminal Offense	Address	Disposition	Property Type
2428908(0)	07/01/2024 1449	Theft of MV	4210 Fredericksburg Rd	Active	Multi - Family
2428930(0)	07/01/2024 1746	Assault Family Violence	102 Pleasant Dr	Active	Single- Family
2429151(0)	07/02/2024 1725	Criminal Trespass	4210 Fredericksburg Rd	CBA	Multi - Family
2429871(0)	07/05/2024 1319	Criminal Trespass	4210 Fredericksburg Rd	Active	Multi - Family
2430805(0)	07/10/2024 1456	Criminal Trespass	4210 Fredericksburg Rd	CBA	Multi - Family
2431029(0)	07/11/2024 1341	Criminal Trespass	4210 Fredericksburg Rd	Active	Multi - Family
2431045(0)	07/11/2024 1640	Assault Family Violence	6945 IH-10W	Active	Multi - Family
2431203(0)	07/12/2024 0755	Criminal Trespass	4210 Fredericksburg Rd	Active	Multi - Family
2431700(0)	07/14/2024 1447	Assault Family Violence	801 Gentleman Rd	CBA	Multi - Family
2432558(0)	07/19/2024 0543	Terroristic Threats	4300 Fredericksburg Rd	CBA	Multi - Family
2432560(0)	07/19/2024 0704	Theft of MV	2822 Hillcrest Dr	Active	Multi - Family
2433636(0)	07/24/2024 1542	Criminal Trespass	4210 Fredericksburg Rd	Active	Multi - Family
2433644(0)	07/24/2024 1747	Hit and Run-Veh	6945 IH-10W	Active	Multi - Family
2433767(0)	07/25/2024 1041	Criminal Trespass	4210 Fredericksburg Rd	Active	Multi - Family
2434690(0)	07/30/2024 0728	Theft of MV	4300 Fredericksburg Rd	Active	Multi - Family
2434954(0)	07/31/2024 1808	Child Endangerment x3	6945 IH-10W	CBA	Multi - Family

Balcones Heights Police Department
Calls - By Type

07\01\2024
thru 07\31\2024

Type	Description	# Of Calls
177	911 HANG UP	10
174	911 OPEN LINE	8
46	ABANDONED VEH	1
33	ACCIDENT/HIT&RUN	7
31	ACCIDENT/MAJOR	6
29	ACCIDENT/MINOR	20
152	ALARM-CO	5
150	ALARM-FIRE	4
39	ALARM/BUSINESS	16
43	ALARM/MOTION	1
41	ALARM/SILENT/HOLDUP	1
44	ALARM/UNKNOWN	3
181	AOA	28
185	ARREST	50
21	ASSAULT	4
22	ASSAULT/PRG	2
37	ASSIST PUB	7
203	BOLO	1
8	BURGLARY/BUS	1
5	BURGLARY/HAB	1
3	BURGLARY/VEH	8
236	BUSINESS CHECK	2,019
220	CHILD CUSTODY/INFORMATION	2
180	CHILD ENDANGERMENT	1
50	CIVIL STANDBY	8
13	CRIM MISCH	3
14	CRIM MISCH/PRG	2
188	CRIME PREVENTION	1,382
129	CRIMINAL TRESSPASS	42
164	DAMAGE TO CITY PROPERTY	3
176	DECEASED	7
126	DISABLED VEHICLE	2
121	DISTURBANCE	8
63	DISTURBANCE/DOMESTIC	5
62	DISTURBANCE/NEIGHBOR	2
48	DISTURBANCE/NOISE	19
47	DISTURBANCE/PHYSC	1
26	DISTURBANCE/VERBAL	8
130	EMERGENCY DETENTION	6
184	EVADING ARREST	2
194	FIELD CONTACT	49
103	FIGHT	2
137	FIRE INSPECTION	2
200	FIRE-ODOR/GAS	3
217	FIRE-ODOR/SMOKE	1
154	FIRE-STRUCTURE/COMMERICAL	4
140	FIRE-TRASH	1
68	FIRE-VEHICLE	1
232	FIREWORKS	15
70	FOLLOW-UP	13

Type	Description	# Of Calls
189	HOMELESS	9
136	IDENTITY THEFT	1
196	IMPOUND LOT	1
117	INFORMATION	49
131	LOST CITY PROPERTY	2
210	LOST PROPERTY	3
145	MED-BREATHING PROBLEMS	10
157	MED-CHEST PAIN	5
148	MED-CHOKING	1
144	MED-DIABETIC PROBLEMS	3
225	MED-INJURED PERSON	10
159	MED-NAUSEA/VOMITTING	4
224	MED-OVERDOSE	2
143	MED-PSYCHIACTRIC	1
138	MED-SICK PERSON	4
142	MED-UNCONSCIOUS PERSON	1
141	MED-UNKOWN	18
115	MISSING PERSON	2
55	OFF DUTY	8
56	OUT IN DISTRICT	4
124	PAN HANDLER	2
97	PARKING VIOLATION	1
96	PATROL BY	789
119	POSSESSION DRUG PARA	2
113	POWER LINES DOWN	2
168	PROPERTY RELEASE (IMPOUND)	5
92	PUBLIC INTOXICATION	1
216	RECOVERED STOLEN PROPERTY	1
91	RELEASE VEHICLE	2
231	RES-MAILBOX	4
221	RES-PATROL BY	350
222	RES-STOP/TALK	60
240	ROGIERS PARK CHECK	53
45	SHOTS FIRED	2
230	SPECIAL ASSIGNMENT	6
125	STALLED VEHICLE	6
111	SUICIDAL PERSON	2
204	SUPPLEMENT REPORT	6
73	SUSP/CIRCUMSTANCE	81
74	SUSP/NOISE	4
75	SUSP/PERSON	113
76	SUSP/VEHICLE	21
9	THEFT	24
11	THEFT AUTO	9
10	THEFT/PRG	3
79	THREATS	4
2	TRAFFIC	514
197	TRANING	2
198	USE OF FORCE	1
233	VEH IMPOUND	13
162	VEHICLE MAINTANENCE	57
132	VEHICLE RELEASE	19
123	WALK UP	21
51	WELFARE CONCERN	33
	Total	6,148

Residential - Business Patrols July 2024	
Residential Patrols	350
Residential Stop and Talks	60
Residential Mail Box Patrols	4
Rogier's Park Patrols	53
Business Patrols	2020

Calls For Service Report - Balcones Heights Police Department

Sorted by Call_Number, Call_Date, Call_Time

Call_Date : 07/01/2024 00:00 - 07/31/2024 23:59

Agency : BALCONES HEIGHTS POLICE, BH FIRE DEPARTMENT

Call_Type : ALARM-CO, ALARM-FIRE, ALARM-MEDICAL, ALARM-SMOKE, ALARM/AUDIBLE, ALARM/BUSINESS, ALARM/FIRE/SMOKE, ALARM/MOTION,

Case	Date	Time	Agen	Call Type	Callers	Address	Business	Notes	Disposition
2431289	07/12/2024	18:59:45	BHPD	ALARM-CO	manny jyb	100 CROSSROADS BOULEVARD	911 Self Defense	Zone 2-Main right entry/exit door.	False alarm
2434449	07/28/2024	15:46:58	BHPD	ALARM-CO	OTLON	112 ALTGELT AVENUE	Balcones Impound Facility	Back beam motion.	False alarm
2434953	07/31/2024	17:23:22	BHPD	ALARM/UNKNOW	security one	112 ALTGELT AVENUE	Balcones Impound Facility	Back beam motion.	False alarm
2434123	07/27/2024	06:28:04	BHPD	ALARM/BUSINES	SAENZ	132 N BALCONES ROAD	World Car Mazda	Officer heard alarm coming from service side building.	False alarm
2430569	07/09/2024	05:25:23	BHPD	ALARM/BUSINES	2198 SONITROL	141 N BALCONES ROAD	Sail & Ski	Glass break alarm-showroom.	False alarm
2432728	07/20/2024	04:54:49	BHPD	ALARM/BUSINES	SONITROL SECURITY	141 N BALCONES ROAD	Sail & Ski	Southwest rear beam .	False alarm
2432716	07/20/2024	03:41:32	BHPD	ALARM/BUSINES	AEGIS SECURITY	3309 HILLCREST DRIVE	Balcones Food Store	Zone 2-Front motion detector.	False alarm
2431759	07/15/2024	02:32:21	BHPD	ALARM/BUSINES	ADT	4017 FREDERICKSBURG ROAD	EZ Wash	Front left/front right motion	False alarm
2434592	07/29/2024	18:54:50	BHPD	ALARM/BUSINES	CENTRAL SECURITY	4119 FREDERICKSBURG ROAD	Jiffy Lube	Front door lobby	False alarm
2431580	07/14/2024	05:19:25	BHFD	ALARM-FIRE	<Caller 1>	4210 FREDERICKSBURG ROAD	Harrison Grant Apartments	C108-food on stove burning-resident passed out.	False alarm
2431867	07/15/2024	17:19:34	BHFD	ALARM-FIRE	SARAH	4400 FREDERICKSBURG ROAD	China Harbor	Female pulled fire alarm-Female in custody.	False alarm
2434082	07/26/2024	20:31:25	BHPD	ALARM/BUSINES	ADT SECURITY	4488 FREDERICKSBURG ROAD	At&T	Zone 2-Kitchen door	False alarm
2428848	07/01/2024	02:16:03	BHPD	ALARM/BUSINES	JAMIE	4519 FREDERICKSBURG ROAD	Wendy's	Exit/Entry door. Pest control on site.	False alarm
2429448	07/03/2024	21:28:51	BHPD	ALARM/BUSINES	MATT	4519 FREDERICKSBURG ROAD	Wendy's	Zone 5-Front motion detector.	False alarm
2429484	07/04/2024	01:33:03	BHPD	ALARM/BUSINES	INTERFACE SYSTEMS	4519 FREDERICKSBURG ROAD	Wendy's	Zone 6-Back motion	False alarm
2429593	07/04/2024	09:30:48	BHPD	ALARM/BUSINES	JALISA, UAS	4522 FREDERICKSBURG ROAD	WSS	Waterflow alarm-Zone 206	False alarm
2431855	07/15/2024	14:20:45	BHPD	ALARM/BUSINES	SANRA	4522 FREDERICKSBURG ROAD	WOTA-B61	Suite B-61 alarm sounding.	False alarm
2431065	07/11/2024	19:32:08	BHPD	ALARM/BUSINES	VITOR	4535 FREDERICKSBURG ROAD	Lend Nation	Zone 5- Lobby motion	False alarm
2428866	07/01/2024	03:55:54	BHPD	ALARM/BUSINES	LIBERTY	4541 FREDERICKSBURG ROAD	Luby's	Zone 6-Boiler room.	False alarm
2433789	07/25/2024	17:23:54	BHPD	ALARM/SILENT/H	LIBERTY FIRE	4541 FREDERICKSBURG ROAD	Luby's	Hold up alarm activated.	False alarm
2431003	07/11/2024	10:17:24	BHPD	ALARM/BUSINES	SA PROTECTION	581 SPENCER LANE	Texas Performance Prosthetics & Orthotics	Zone 1-Entry/Exit	False alarm
2429450	07/03/2024	21:35:55	BHPD	ALARM-CO	<Caller 1>	6800 IH 10 W	South Texas Cardiovascular Consultants	Zone-1Cleaning crew	False alarm
2434596	07/29/2024	20:13:21	BHPD	ALARM/BUSINES	LAW SECURITY	6800 IH 10 W	Methodist Texsan	Zone 1-Center for Orthopedic Surgery	False alarm
2434750	07/30/2024	13:32:58	BHFD	ALARM-FIRE	JW TILL MALR	6901 IH 10 W	Howard Jphnson	Zone- Water Pressure Switch -Dry Pipe	False alarm
2431682	07/14/2024	12:09:59	BHPD	ALARM-CO	62166	7150 IH 10 W	First Unitarian Church	GPS fault detective alarm.	False alarm
2434958	07/31/2024	19:33:52	BHFD	ALARM/UNKNOW	PACE PROTECTION,	720 BERYL	St. Gregory's Senior Center	Multiple alarms	False alarm
2431319	07/13/2024	01:30:00	BHPD	ALARM/MOTION	CENTRAL SECURITY	96 CROSSROADS BOULEVARD	Brother's Sound	Zone 8- Storage motion	False alarm

27 Records Selected

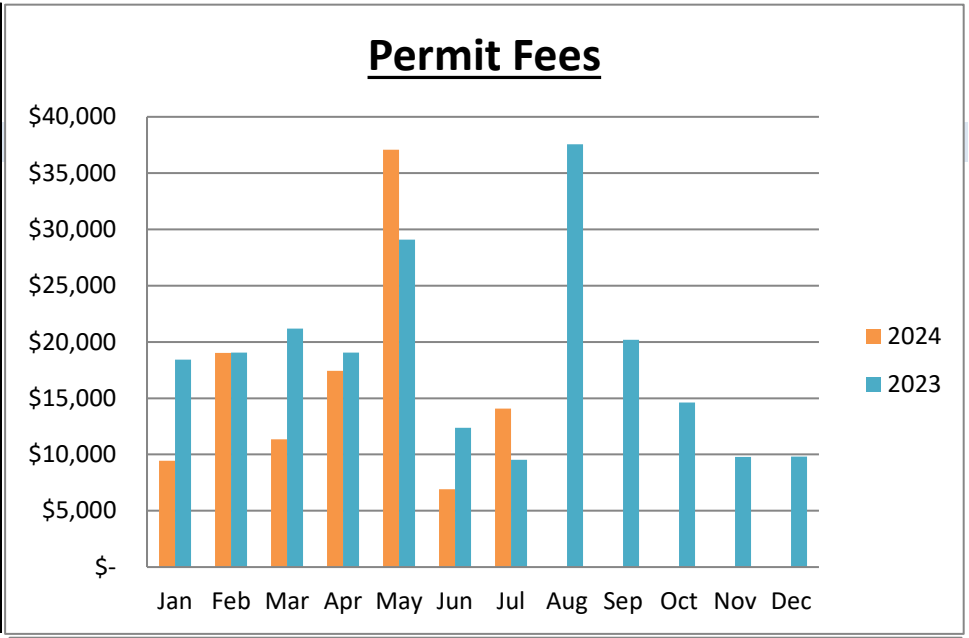
Council Monthly Report

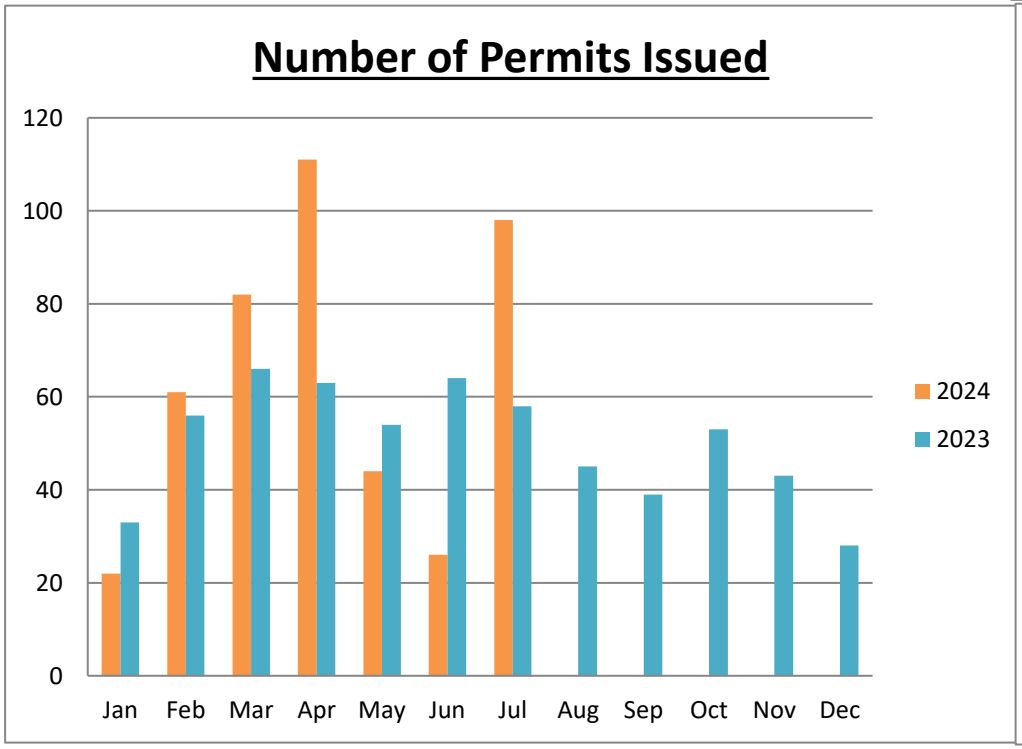
07/01/2024 - 07/31/2024

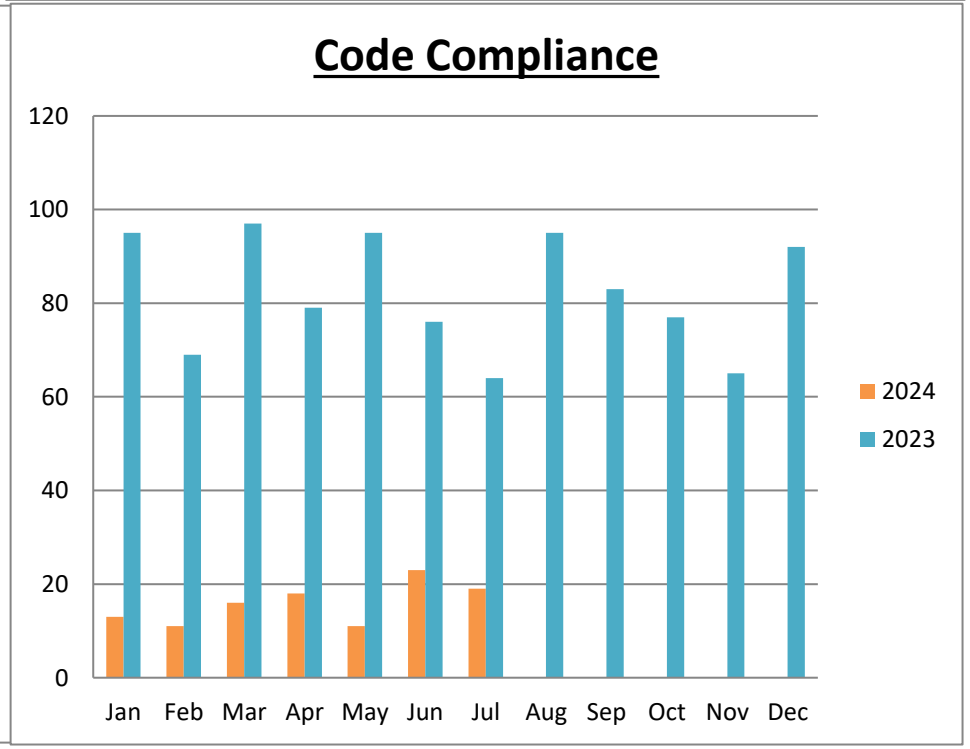
Case #	Case Date	Property Owner/Violator Name	Address of Violation	Violation	Main Status	Follow Up/Due Date
8545	7/31/2024	Lysar Rise LLC & Oaks Rise LLC	4300 Fredericksburg Rd	Rental Registration Inspection	Open/See Notes	
8544	7/31/2024	Pendulum Equity Partners II LLC	111 Siesta Ln	Call for Service	Open/See Notes	
8543	7/30/2024	Lambeth Building Company	3319 Hillcrest	Call for Service	Closed	
8541	7/29/2024	Joul 321 LLC	4210 Fredericksburg Rd	Call for Service	Closed	
8540	7/29/2024	Kopplow Construction	7001 W IH 10	Call for Service	Open/See Notes	
8539	7/29/2024	Eric & Michelle Lehnardt properties LLC &	3102 Hillcrest Dr	Call for Service	Closed - Business Abated	
8538	7/29/2024	Mojave Sub LLC & Gobi Apts	2822 Hillcrest Dr	Trash & Debris	Open/See Notes	
8537	7/23/2024	Level 4 Investments group LLC	4219 Fredericksburg Rd	Trash & Debris	Open/See Notes	
8536	7/23/2024	Pendulum Equity Partners II LLC	111 Siesta Ln	Call for Service	Closed	
8535	7/22/2024	BVW Coral Gables LLC	516 Gentleman RD	Call for Service	Closed	
8534	7/22/2024	Joul 321 LLC	4210 Fredericksburg Rd	Rental Registration Inspection	Open/See Notes	
8533	7/16/2024	Pecka Helen	4447 Fredericksburg Rd	Building Code Violation	Closed - Business Abated	
8532	7/16/2024	Boston Woods LLC	820 Gentleman	Trash & Debris	Closed - Business Abated	
8531	7/10/2024	Boston Woods	700 Gentleman	Gas Leak	Closed - Business Abated	
8530	7/8/2024	BrookHollow Middletown	3253 Hillcrest Dr	Call for Service	Closed - Business Abated	
8529	7/3/2024	Steven Vasquez Gonzalez	217 Altgelt	Call for Service	Closed - No action taken	
8528	7/3/2024	Tamir Enterprises LTD	7001 W IH 10	Call for Service	Open/See Notes	
8527	7/3/2024	TxDOT	Intersection of N Crossroads & IH 10	Call for Service	Closed - No action taken	
8526	7/1/2024	Slay Real Estate	123 Altgelt	Trash & Debris	Open/See Notes	

COMMUNITY DEVELOPMENT MONTHLY COUNCIL REPORT 01/01/2024 to 07/31/2024

	Number of Permits Issued		Code Comp		Permit Fees	
Month	2024	2023	2024	2023	2024	2023
Jan	22	33	13	95	$ 9,455	$ 18,419
Feb	61	56	11	69	$ 19,029	$ 19,065
Mar	82	66	16	97	$ 11,337	$ 21,179
Apr	111	63	18	79	$ 17,447	$ 19,050
May	44	54	11	95	$ 37,084	$ 29,104
Jun	26	64	23	76	$ 6,920	$ 12,370
Jul	98	58	19	64	$ 14,086	$ 9,518
Aug		45		95		$ 37,553
Sep		39		83		$ 20,201
Oct		53		77		$ 14,634
Nov		43		65		$ 9,773
Dec		28		92		$ 9,807
YTD Total	**444**	**602**	**111**	**987**	**$ 115,358**	**$ 220,673**







BALCONES HEIGHTS

ECONOMIC DEVELOPMENT DEPARTMENT

AUGUST 26, 2024

ECONOMIC DEVELOPMENT CORPORATION (EDC):

The EDC Board of Directors met August 8, 2024, at the Balcones Heights Justice Center.

Sid Weiss, WotA Managing Partner. Provided an update on the property:

*The proposed tenant for the remainder of the Steinmart space has pulled back due to other location openings in the city.
*Empty pad site next to Denny's has several potential businesses; conversations are ongoing.
*Efforts to search for investor to purchase the City's stake in the property continue
*Preliminary FY 2025 budget presented

The Board will recommend October 10 or November 14 for a joint workshop with City Council to begin immediately following the scheduled EDC Meeting.

Mr. Perales shared a list of ongoing construction projects in the City for the EDC Board to familiarize themselves.

Mr. Weiss presented an urban planner in executive session. The planner provided a presentation using references from the CLUP and noted 'you have a gem' in this city; but demographics are alarming. The recommendation was to use the strategies in the CLUP as they are 'really good'.

WONDERLAND OF THE AMERICAS PARTNERSHIP (WOTA):

Mr. Weiss shared Five Below is set to open September 6, 2024.
Ribbon-cutting held August 3, 2024, for Blue Print Massage

City of Balcones Heights Fire Department Report

July 2024

Inspection Type	Month	Year
Certificate of Occupancy	6	101
Plan Review	5	75
Business Inspection	5	68
Public Education Activities	0	3
Total	16	247

Acadian Ambulance	Month	Year
Total Calls	84	666
Non-Compliant Calls (Resp > 10:30)	6	44
Patient Transports	69	547
Compliance Percentage	92.86	
Average Response Time	7:21	

Incident Type	Month	Year
Fire Call	6	28
Mutual Aid	1	19
Rescue/EMS	92	639
Hazardous	5	13
Assist Public	1	36
Good Intent	0	0
False Alarm	6	30
Motor Vehicle Collision	6	43
Total Calls	117	808

8/16/2024

2024 JULY

INSPECTION DATE	PERMIT #	TYPE OF INSPECTION	ADDRESS
7/2/2024	7103(7054)	Certficate of Occupancy	4522 Fredericksburg Rd St A65
7/3/2024	7320	Gas Test	4522 Fredericksburg Rd #A65
7/3/2024	7237	Plumbing-exhaust fans	4522 Fredericksburg Rd Ste B90
7/3/2024	7314	Electrical - Rough In	4522 Fredericksburg Rd Ste B90
7/8/2024	7103	Certficate of Occupancy	4522 Fredericksburg Rd St A3
7/10/2024	6747	Mechanical Final	6901 IH 10 W
7/11/2024	6715	Plumbing Final	4441 Fredericksburg Rd
7/12/2024	6736	TOPS - Electrical	4441 Fredericksburg Rd
7/16/2024	6685	Final Electric	6901 GTHQ
7/16/2024	6364	Roof	2902 Hillcrest
7/17/2024	6709	Plumbing Final	6901 W IH10
7/18/2024	6350	Building Final	2902 Hillcrest Dr.
7/18/2024	6747	Mechanical Final	6901 W IH10
7/19/2024	6709	Plumbing Final	6901 W IH10
7/22/2024	6836	Building - Attic Insulation	714 Beryl Drive
7/22/2024	6349-6822	Pre-pour	2902 Hillcrest Dr.
7/23/2024	6137	Building Final	6901 W IH10
7/23/2024	6137-7325	C of O	6901 W IH10
7/23/2024	6836	Building - Final Framing	714 Beryl Drive
7/24/2024	7282-7292	Electrical Final (VIA)	151 N Crossroads Blvd
7/25/2024	6936	Plumbing Final	714 Beryl Drive-Lock Code 9391
7/25/2024	6936	Re-inspeciton-Attic Insulation	714 Beryl Drive-Lock Code 9391
7/26/2024	7347	Electrical Roug In-Ceiling	522 Fredericksburg Rd suite B90
7/29/2024	6936	Plumning Final - Reinspection	714 Beryl Drive-Lockbox Code 9391
7/29/2024	6836	Building - Final Framing	714 Beryl Drive
7/29/2024	7406	HVAC Roug In	522 Fredericksburg Rd suite B90
7/31/2024	7314-7347	Elecrrical - Rough In (overhead)	4522 Fredericksburg Rd Ste B90

PUBLIC AFFAIRS/COMMUNITY RELATIONS

JULY/AUGUST 2024 REPORT

August 16, 2024

COMMUNITY RELATIONS:

*Attended July 20 ribbon-cutting for ***Vicious Eats*** at WOTA food court.
*Attended August 1 Open House for Balcones Heights Business Park in support of the Community development team; gathered participant data and recorded questions.
*Attended August 3 ribbon-cutting ceremony for ***Blue Print Massage*** at WOTA.
*Working with Senator Menéndez staff to organize Visitor Center materials.

DESTINATION MARKETING:

Summer destination marketing campaign concluded August 15. A full report will be available in September's update.

NEWSLETTER:

August 2024 issue posted to website August 3; delivered to mailing list August 7.

JAZZ FESTIVAL:

$4,000 in sponsor funds received. Very positive feedback on social media regarding event.

SOCIAL MEDIA SITES:

FACEBOOK - 5 posts; 63 engagements. Most engaged post: Spaceballs treat donation.
BHTX.GOV: Views: 26,650; Visitors: 13,962. Most engaged page: Welcome to Balcones Heights.
GOOGLE ALERTS: Balcones heights mentioned 56 times. Most mentions: Jazz Festival
TOUR TEXAS LEADS: Texas:5; United States: 14; Other: 2

Payment Report for CC - Permit

07/01/2024 - 07/31/2024

Permit #	Permit Type	Type of Business	Project/Resident/Business Name	Payment Date	Payment Amount	Payment Type
7392	Temporary Vendor/Exhibitor	Humana MarketPoint, Inc	Veteran Resource Fair @ Wonderland of the Americas Mall	7/31/2024	26.00	
7425	Temporary Vendor/Exhibitor	Clearday Club of Leon Valley	4th Annual Health & Wellness Expo	7/31/2024	26.00	
7426	Temporary Vendor/Exhibitor	Art of Noah Cortez	Morphinominal Expo	7/31/2024	26.00	
7416	Temporary Vendor/Exhibitor	B &L Toys	Morphinominal Expo	7/30/2024	26.00	
7419	Temporary Vendor/Exhibitor	Run it up 210	Morphinominal Expo	7/30/2024	26.00	
7423	Temporary Vendor/Exhibitor	A&B Freeze Dried Candy Co.	Alamo Hero Con	7/30/2024	26.00	
7424	Temporary Vendor/Exhibitor	Colorful Creations By Marissa	Alamo Hero Con	7/30/2024	26.00	
7414	Temporary Vendor/Exhibitor	Wendrock Art	Morphinominal Expo	7/30/2024	26.00	
7377	Temporary Vendor/Exhibitor	Telemynd	Bexar County Health & Wellness Expo	7/30/2024	26.00	
7380	Temporary Vendor/Exhibitor	Wayland Baptist University	Health and Wellness Expo	7/30/2024	26.00	
7378	Temporary Vendor/Exhibitor	TX FAST Track	Health and Wellness Expo	7/30/2024	26.00	
7407	Special Events	KOH Events	Dream Warrior Freddy's Frightmare II	7/30/2024	1,612.00	
7415	Temporary Vendor/Exhibitor	Ronin Merchants, LLC	Morphinominal Expo	7/30/2024	26.00	
7399	Temporary Vendor/Exhibitor	What's Up Pops	Alamo Hero Con	7/29/2024	26.00	
7408	Electrical		Steven Gallegos	7/29/2024	125.00	
7402	Right of Way	Business Park	Balcones Heights Business Park	7/29/2024	78.00	
7394	Temporary Vendor/Exhibitor	Mary Kay	Alamo Hero Con	7/26/2024	26.00	
7398	Temporary Vendor/Exhibitor	Salute 65	Bexar County Health & Wellness Expo	7/26/2024	26.00	
7406	Mechanical	Commerical	Five Below	7/26/2024	707.20	
7397	Temporary Vendor/Exhibitor	Neon Dragon	Alamo Hero Con	7/26/2024	26.00	
7229	Construction	Hospital	New MRI Suite Expansion & Renovation - Methodist Hospital	7/25/2024	280.80	
6936	Plumbing	Single-Family Residential	Michelle Staley	7/25/2024	131.34	
7325	Certificate of Occupancy	Office-General	GTHQ, LLC	7/25/2024	104.00	
7387	Remodel Residential	Single-Family Residence	Michelle Staley	7/24/2024	119.60	
7370	Temporary Vendor/Exhibitor	Quetzal Ranger Collectables	Morphinominal Expo	7/24/2024	26.00	
7374	Temporary Vendor/Exhibitor	RETROCHIC.TX	Morphinominal Expo	7/23/2024	26.00	
7368	Temporary Vendor/Exhibitor	Samuel Rivas	MORPHINOMINAL EXPO	7/22/2024	26.00	
7382	Temporary Vendor/Exhibitor	CINO, LLC/DREAM-FUNDER, LLC	Bexar County Health and Wellness Expo	7/22/2024	26.00	
7384	Temporary Vendor/Exhibitor	First Responder Therapy Solutions	Health and Wellness Expo	7/22/2024	26.00	
7383	Temporary Vendor/Exhibitor	Devoted Health Plans	Bexar County Health and Wellness Expo	7/22/2024	26.00	
7373	Temporary Vendor/Exhibitor	Kara's Candies	Morphinominal Expo	7/22/2024	26.00	
7325	Certificate of Occupancy	Office-General	GTHQ, LLC	7/22/2024	156.00	
7337	Sign-Banner or Temporary		Spirit Halloween	7/19/2024	156.00	
7341	Special Events		Rock-N-Roll Hootenanny	7/19/2024	1,612.00	
7330	Temporary Vendor/Exhibitor	Operation Recharge	Bexar County Health and Wellness Event	7/18/2024	26.00	
7345	Temporary Vendor/Exhibitor	Eric Bowden Photography	Bexar County Military & Veterans Services Health and Wellness Expo	7/18/2024	26.00	
7321	Electrical		June Davis	7/18/2024	145.60	
7364	Temporary Vendor/Exhibitor	Peach City Ink LLC	Morphinominal Expo	7/18/2024	26.00	
7361	Temporary Vendor/Exhibitor	Repeat Styles 512	Morphinominal Expo	7/18/2024	26.00	
7367	Temporary Vendor/Exhibitor	Henshin Squad	Morphinominal Expo	7/18/2024	26.00	
7352	Temporary Vendor/Exhibitor	Kaguras Art	Kaguras Art	7/17/2024	26.00	
6747	Mechanical	Corporate Training Facility	GTHQ LLC	7/17/2024	314.02	
7355	Temporary Vendor/Exhibitor	Janiki Scribbles	Morphinominal Expo	7/16/2024	26.00	
7347	Electrical	Commercial	Five Below	7/16/2024	125.58	
7350	Temporary Vendor/Exhibitor	Franco Fernandez	Morphinominal expo	7/16/2024	26.00	
7109	Plumbing	Apartments	Dakota	7/15/2024	119.60	
7281	Special Events	KOH Events	Summer Lovin' 2	7/12/2024	468.00	
7317	Mechanical	Residential	Priscilla Almendarez	7/12/2024	354.50	
7334	Temporary Vendor/Exhibitor	Wellcare Health Plans	Veterans Health and Wellness Expo	7/11/2024	26.00	
7336	Special Events		Alamo Hero Con	7/10/2024	52.00	
7322	Certificate of Occupancy	Retail Trade, with no outdoor display or sales	Unique Treasures by Corey	7/3/2024	156.00	
7270	Remodel - Commercial	Wonderland of the Americas	UTHSC/WOTA - Landlord	7/2/2024	928.20	
7320	Plumbing	Restuarant	Wonderland of the America's (Castillo's)	7/1/2024	81.17	
7319	Mechanical	COMMERCIAL	LUBY'S #4	7/1/2024	642.20	
6709	Plumbing	Corporate Training Facility	GTHQ LLC	7/19/2024	288.20	
7234	Construction	Recording Studio	Bigtrax Studios LLC	7/8/2024	630.00	Check

7281	Special Events	KOH Events	Summer Lovin' 2	7/12/2024	1,100.00	Check
7400	Planning & Zoning-Rezone	Office-General	Robert Espinoza	7/25/2024	500.00	Check
7248	Roof	Single-Family Residence	Norma Gutierrez	7/11/2024	200.00	Check
7326	Certificate of Occupancy	Retail Trade, with no outdoor display or sales	Wild Card #2	7/15/2024	150.00	Check
7309	Sign Pole & Wall	Medical	UT Health San Antonio	7/1/2024	216.50	Check
7390	Demolition		Cynthia A Test	7/23/2024	75.00	Check
7376	Temporary Vendor/Exhibitor	Dragonheart by K	Killer Clowns	7/22/2024	25.00	Cash
7315	Special Events		Krampus in July	7/3/2024	1,550.00	Cash
				Total:	**$14,035.51**	

Monthly Permit Report

07/01/2024 - 07/31/2024

Permit Date	Permit #	Permit Type	Project/Business Name	Project/Business Address	Job Valuation	Total Fees	Total Payments
7/31/2024	7428	Special Events	Hispanic Trails	4522 Fredericksburg Rd	0.00		
7/30/2024	7427	Temporary Vendor/Exhibitor	Morphinominal Expo	4522 Fredericksburg Rd	0.00	$26.00	$26.00
7/30/2024	7426	Temporary Vendor/Exhibitor	Morphinominal Expo	4522 Fredericksburg Rd	0.00	$26.00	$26.00
7/30/2024	7425	Temporary Vendor/Exhibitor	4th Annual Health & Wellness Expo	4522 Fredericksburg Rd	0.00	$26.00	$26.00
7/30/2024	7424	Temporary Vendor/Exhibitor	Alamo Hero Con	4522 Fredericksburg Rd	0.00	$26.00	$26.00
7/30/2024	7423	Temporary Vendor/Exhibitor	Alamo Hero Con	4522 Fredericksburg Rd	0.00	$26.00	$26.00
7/30/2024	7422	Temporary Vendor/Exhibitor	Alamo Hero Con	4522 Fredericksburg Rd	0.00	$26.00	
7/30/2024	7420	Temporary Vendor/Exhibitor	Bexar County Health & Wellness Expo	141 Parker Street, Suite 306	0.00	$26.00	
7/30/2024	7419	Temporary Vendor/Exhibitor	Morphinominal Expo	24803 aue rd	0.00	$26.00	$26.00
7/30/2024	7418		Team Housing Solutions	4522 Fredericksburg Rd	0.00		
7/30/2024	7417	Temporary Vendor/Exhibitor	Bexar County Small Business and Entrepreneurship Department	203 W. Nueva	0.00		
7/29/2024	7416	Temporary Vendor/Exhibitor	Morphinominal Expo	4522 Fredericksburg Rd	0.00	$26.00	$26.00
7/29/2024	7415	Temporary Vendor/Exhibitor	Morphinominal Expo	4522 Fredericksburg Rd	0.00	$26.00	$26.00
7/29/2024	7414	Temporary Vendor/Exhibitor	Morphinominal Expo	1906 Fredericksburg Rd	0.00	$26.00	$26.00
7/29/2024	7413	Temporary Vendor/Exhibitor	Alamo hero con	12210 Stoney cove	0.00	$26.00	
7/29/2024	7412	Right of Way	CDBG Crestview PH2	200 Blk of Crestview	8,531.00		
7/29/2024	7411	Special Events	99.5 KISS 7 106.7 The Eagle Rock & Roll Up Your Sleeve	4522 Fredericksburg Rd.	0.00		
7/27/2024	7410	Special Events	D.I.Y. MASTERPIECE: Cutie With A Pearl Earring	4522 Fredericksburg Rd.	0.00		
7/26/2024	7408	Electrical	Steven Gallegos	600 gentlemen st	0.00	$125.00	$125.00
7/26/2024	7407	Special Events	Dream Warrior Freddy's Frightmare II	4522 Fredricksburg Rd	0.00	$1,612.00	$1,612.00
7/25/2024	7406	Mechanical	Five Below	4522 Fredricksburg Rd	40,000.00	$707.20	$707.20
7/25/2024	7405	Mechanical	MEP Mechanical	12125 W Silver spring Road	40,000.00		
7/25/2024	7404	Temporary Vendor/Exhibitor	Health & Wellness Expo 2024	4522 Fredricksburg Rd	0.00		
7/25/2024	7402	Right of Way	Balcones Heights Business Park	7100 IH 10W	0.00	$78.00	$78.00
7/25/2024	7401	Temporary Vendor/Exhibitor	Bexar County Military and Veterans Services	5332 Blackberry, San Antonio Tx, 78238	0.00		
7/25/2024	7400	Planning & Zoning-Rezone	Robert Espinoza	1131 Babcock Road	0.00	$500.00	$500.00
7/25/2024	7399	Temporary Vendor/Exhibitor	Alamo Hero Con	4522 Fredericksburg Rd.	0.00	$26.00	$26.00
7/25/2024	7398	Temporary Vendor/Exhibitor	Bexar County Health & Wellness Expo	4522 Fredricksburg Rd	0.00	$26.00	$26.00
7/25/2024	7397	Temporary Vendor/Exhibitor	Alamo Hero Con	4522 Fredericksburg Rd	0.00	$26.00	$26.00
7/24/2024	7396	Temporary Vendor/Exhibitor	Bexar County Health & Wellness Expo	4522 Fredricksburg Rd	0.00		
7/24/2024	7395	General	Caliper Contracting Services, LLC	436 Breesport	0.00	$78.00	
7/24/2024	7394	Temporary Vendor/Exhibitor	Alamo Hero Con	4522 Fredricksburg Rd	0.00	$26.00	$26.00
7/24/2024	7393	Temporary Vendor/Exhibitor	Health and Wellness expo	9910 W Loop 1604 N Suite 121	0.00		
7/24/2024	7392	Temporary Vendor/Exhibitor	Veteran Resource Fair @ Wonderland of the Americas Mall	4522 Fredricksburg Rd	0.00	$26.00	$26.00
7/23/2024	7391	Temporary Vendor/Exhibitor	Health & Wellness Expo	233 N Pecos La Trinidad Ste. 520	0.00		
7/23/2024	7390	Demolition	Cynthia A Test	221 Bobbies Lane	0.00	$75.00	$75.00
7/23/2024	7389	Temporary Vendor/Exhibitor	Alamo HeroCom	4522 Fredricksburg Rd	0.00	$26.00	
7/23/2024	7388	Temporary Vendor/Exhibitor	Bexar County Health and Wellness Expo	8019 Hertfordshire Cir	0.00	$26.00	
7/23/2024	7387	Remodel Residential	Michelle Staley	714 Beryl Drive	0.00	$119.60	$119.60
7/23/2024	7386	Remodel Residential	Michelle Staley	714 Beryl Drive	0.00		

7/22/2024	7385	Temporary Vendor/Exhibitor	health and wellness expo	4522 Fredricksburg Rd	0.00		
7/22/2024	7384	Temporary Vendor/Exhibitor	Health and Wellness Expo	4522 Fredricksburg Rd	0.00	$26.00	$26.00
7/22/2024	7383	Temporary Vendor/Exhibitor	Bexar County Health and Wellness Expo	4522 Fredricksburg Rd	0.00	$26.00	$26.00
7/22/2024	7382	Temporary Vendor/Exhibitor	Bexar County Health and Wellness Expo	4522 Fredricksburg Rd	0.00	$26.00	$26.00
7/22/2024	7381	Temporary Vendor/Exhibitor	Health And Wellness Expo	7703 Floyd Curl, SATX, 78229	0.00		
7/22/2024	7380	Temporary Vendor/Exhibitor	Health and Wellness Expo	8300 Pat Booker Road	0.00	$26.00	$26.00
7/22/2024	7379	Temporary Vendor/Exhibitor	Health And Wellness Expo	1803 Grandstand Drive	0.00		
7/22/2024	7378	Temporary Vendor/Exhibitor	Health and Wellness Expo	2665 Flight Nurse Building 805, San Antonio, TX 78235	0.00	$26.00	$26.00
7/22/2024	7377	Temporary Vendor/Exhibitor	Bexar County Health & Wellness Expo	141 Parker Street, Suite 306	0.00	$26.00	$26.00
7/22/2024	7376	Temporary Vendor/Exhibitor	Killer Clowns	4522 Fredericksburg rd	0.00	$25.00	$25.00
7/20/2024	7374	Temporary Vendor/Exhibitor	Morphinominal Expo	4522 Fredricksburg Rd	0.00	$26.00	$26.00
7/20/2024	7373	Temporary Vendor/Exhibitor	Morphinominal Expo	4522 Fredricksburg Rd	0.00	$26.00	$26.00
7/20/2024	7372	Temporary Vendor/Exhibitor	Morphinominal Expo	4522 Fredericksburg Rd.	0.00	$26.00	$26.00
7/19/2024	7371	Temporary Vendor/Exhibitor	Morphinominal Expo	4522 Fredericksburg Rd	0.00	$26.00	
7/18/2024	7370	Temporary Vendor/Exhibitor	Morphinominal Expo	4522 Fredricksburg Rd	0.00	$26.00	$26.00
7/18/2024	7368	Temporary Vendor/Exhibitor	MORPHINOMINAL EXPO	4522 Fredricksburg Rd	0.00	$26.00	$26.00
7/18/2024	7367	Temporary Vendor/Exhibitor	Morphinominal Expo	4522 Fredricksburg Rd	0.00	$26.00	$26.00
7/18/2024	7365		Peach City Ink LLC	4522 Fredricksburg Rd			
7/18/2024	7364	Temporary Vendor/Exhibitor	Morphinominal	4522 Fredricksburg Rd	0.00	$26.00	$26.00
7/18/2024	7363	Plumbing	Brown Excavation & Utilities	19066 FM 1957 San Antonio TX 78253	0.00		
7/18/2024	7362	Temporary Vendor/Exhibitor	Morphinominal Expo	4522 Fredricksburg Rd	0.00	$26.00	$26.00
7/18/2024	7361	Temporary Vendor/Exhibitor	Morphinominal	4522 Fredericksburg rd	0.00	$26.00	$26.00
7/16/2024	7360	Temporary Vendor/Exhibitor	Health & Wellness Expo	18911 HARDY OAK BLVD. #145	0.00	$26.00	$26.00
7/16/2024	7359	Temporary Vendor/Exhibitor	Health & Wellness Expo	4522 Fredericksburg Rd	0.00	$26.00	
7/16/2024	7356	Temporary Vendor/Exhibitor	Morphanominal expo	4522 Fredricksburg Rd	0.00	$26.00	
7/15/2024	7355	Temporary Vendor/Exhibitor	Morphinominal Expo	4522 Fredricksburg Rd	0.00	$26.00	$26.00
7/15/2024	7354	Temporary Vendor/Exhibitor	Morphinominal Expo	4522 Fredricksburg Rd	0.00	$26.00	
7/15/2024	7352	Temporary Vendor/Exhibitor	Kaguras Art	202 Sherwood Drive	0.00	$26.00	$26.00
7/15/2024	7350	Temporary Vendor/Exhibitor	Morphinominal expo	4522 Fredricksburg Rd	0.00	$26.00	$26.00
7/15/2024	7349	Temporary Vendor/Exhibitor	Morphinominal expo	4522 Fredricksburg Rd	0.00	$26.00	
7/15/2024	7348	Construction	GIll Road Business Park	7001 West IH 10	507,050.00		
7/15/2024	7347	Electrical	Five Below	522 Fredericksburg Rd suite B90	2,000.00	$125.58	$125.58
7/15/2024	7346	Temporary Vendor/Exhibitor	Health & Wellness Expo at Wonderland of the Americas Mall	4522 FREDERICKSBURG RD TX	0.00		
7/15/2024	7345	Temporary Vendor/Exhibitor	Bexar County Military & Veterans Services Health and Wellness Expo	10134 Oak Saddle, San Antonio, TX 78254	0.00	$26.00	$26.00
7/12/2024	7344	Temporary Vendor/Exhibitor	Bexar County Health & Wellness Expo	4522 Fredricksburg Rd	0.00		
7/11/2024	7343	Temporary Vendor/Exhibitor	Bexar County Military and Veterans Services Wellness Fair	13139 Shoreline Dr.	0.00	$26.00	
7/11/2024	7342	Temporary Vendor/Exhibitor	Health and Wellness Expo	4522 Fredericksburg Rd	0.00		
7/11/2024	7341	Special Events	Rock-N-Roll Hootenanny	4522 Fredricksburg Rd	0.00	$1,612.00	$1,612.00
7/11/2024	7340	Temporary Vendor/Exhibitor	Bexar County Health and Wellness Expo	4522 Fredricksburg Rd	0.00		
7/11/2024	7339	Temporary Vendor/Exhibitor	Health and Wellness Expo	5750 Northwest Pkwy, Suite 111	0.00		
7/11/2024	7338	Temporary Vendor/Exhibitor	Health & Wellness Expo	Outreach materials	0.00		
7/10/2024	7337	Sign-Banner or Temporary	Spirit Halloween	4522 Fredericksburg	850.00	$156.00	$156.00
7/10/2024	7336	Special Events	Alamo Hero Con	4522 Fredricksburg Rd	0.00	$52.00	$52.00
7/10/2024	7335	Temporary Vendor/Exhibitor	Bexar County Health and Wellness Expo	6363 De Zavala	0.00		
7/10/2024	7334	Temporary Vendor/Exhibitor	Veterans Health and Wellness Expo	7990 IH 10, San Antonio, TX 78230	0.00	$26.00	$26.00
7/10/2024	7333	Temporary Vendor/Exhibitor	Health & Wellness Expo	600 N Frio St, San Antonio TX 78207	0.00		

7/10/2024	7332	Temporary Vendor/Exhibitor	Health and Wellness Expo for Bexar County Military Veterans Services	9725 Datapoint Dr. #200	0.00		
7/10/2024	7331	Temporary Vendor/Exhibitor	Bexar County Military and Veterans Services Center Health & Wellness Expo	100 Dolorosa St.	0.00		
7/10/2024	7330	Temporary Vendor/Exhibitor	Bexar County Health and Wellness Event	215 Coca Cola Place #303	0.00	$26.00	$26.00
7/10/2024	7329	Temporary Vendor/Exhibitor	Bexar County Health & Wellness Expo	4522 Fredricksburg Rd	0.00		
7/10/2024	7328	Temporary Vendor/Exhibitor	Health Wellness	3642 E. Houston St	0.00		
7/8/2024	7326	Certificate of Occupancy	Wild Card #2	4522 Fredericksburg Rd. Kiosk 4	0.00	$150.00	$150.00
7/5/2024	7325	Certificate of Occupancy	GTHQ, LLC	6901 W I-10	0.00	$260.00	$260.00
7/3/2024	7324	Mechanical	N/A	N/A	0.00		
7/2/2024	7322	Certificate of Occupancy	Unique Treasures by Corey	4522 Fredericksburg Road Suite D-6	0.00	$156.00	$156.00
7/2/2024	7321	Electrical	June Davis	242 Crestview	0.00	$145.60	$145.60
7/1/2024	7320	Plumbing	Wonderland of the America's (Castillo's)	4522 Fredericksburg Rd #A65	546.00	$81.17	$81.17
7/10/2024	6098	Certificate of Occupancy	Siesta Gardens Apartments	111 Siesta Lane	0.00	$150.00	$150.00