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

BALCONES

Suzanne de Leon, Mayor Stephen Lara, Council, Place 1 Gloria Cantu, Mayor Pro Tem/Council, Place 2 Juan M. Lecea, Jr., Council, Place 3 Lamar Gillian, 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, November 14, 2022 at 6:00 p.m., IN THE JUSTICE CENTER/CITY HALL, 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:

Commendation: Officer James Walker (Jahanara)

CONSENT AGENDA ITEMS:

- a. Approval of minutes for Special Meeting of October 13, 2022
- b. Approval of minutes for Regular Meeting of October 24, 2022
- c. Finance Report for the month of October 2022

PUBLIC HEARING:

City Council will conduct a public hearing giving all interested parties the right to appear and be heard on the City Council's desire to request that the Crime Control and Prevention District Board order a referendum on the continuation of the District and sales tax of one-half of one percent for a period of twenty (20) years.

BUSINESS ITEMS:

- 1. Discussion and possible **ACTION** on adopting a Resolution on the Continuation or Dissolution of Crime Control and Prevention District and recommending the continuation for a period of 20 years and directing the City of Balcones Heights' Crime Control and Prevention District to hold a Public Hearing to consider adding a referendum to the May 2023 Election Ballot to seek the continuation of the BHCCPD for a period of twenty (20) years.
- 2. Discussion and possible **ACTION** to adopt resolution for the assignment of Solid Waste Municipal Franchise from C-6 Disposal Systems to Republic Services to provide solid waste collection and disposal services to the City of Balcones Heights. (Perales)
- 3. Discussion and possible **ACTION** to consider authorizing replacement of security cameras located at the Balcones Heights Justice Center. (Jahanara)
- 4. Economic Development Corporation Summary. (Nastasi)
- 5. Comprehensive Land Use project update. (Thelen)
- 6. Strategic Planning Update. (Thelen/Nastasi)
- 7. Finance Committee Update. (Gillian/Messick)
- 8. Department Reports and Q&A (Police Department, Fire Department, Community Development, and Economic Development & Public Affairs)

ANNOUNCEMENTS AND REQUESTS:

- 9. Announcements by Mayor and Council Members.
- 10. Announcements by City Administrator.
- 11. 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 <u>executive session</u> 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: November 10, 2022 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: October 13, 2022 TIME: 3:31 p.m.

Members Present: Suzanne de Leon Gloria Cantu Juan M. Lecea, Jr.

Lamar Gillian Miguel C. Valverde

Members Absent: Stephen Lara

Signed in Sheet: None

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 Valverde gave the invocation and led pledges.

PUBLIC COMMENT PERIOD

There were no citizens signed up to be heard.

WORKSHOP:

- Workshop City Administrator Job Description and Evaluation Process
 - There was discussion, Q&A, revisions, suggestions, and recommendations

A revised Job Description and Evaluation Form will be finalized and brought forward at the next regular city council meeting.

ADJOURNMENT:

Meeting adjourned at 4:55 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: October 24, 2022 TIME: 6:00 p.m.

Members Present: Suzanne de Leon Stephen Lara (6:20 p.m.) Gloria Cantu

Juan M. Lecea, Jr. Lamar Gillian Miguel C. Valverde

Members Absent: None

Signed in Sheet:

CALL TO ORDER AND RECORDING OF QUORUM

Meeting was called to order and quorum was present.

INTRODUCTIONS: CITY LEADERS FOR A DAY 2022:

Mary Spence came up and gave the background on how the City Leaders for a day began and stated the contest requirements.

Mayor de Leon introduced the three contest winners, and they introduced their family that was present at the meeting. Mayor for a Day 2022 Paloma Ortega recited over the meeting through the Presentations.

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

Mayor for a Day 2022 – Paloma Ortega

Mayor for a Day Paloma Ortega gave the invocation.

Mayor Pro Tem for a Day 2022 – Matthew Chairez

Mayor Pro Tem for a Day 2022 Matthew Chairez led pledge to the USA Flag.

City Administrator for a Day 2022 – Anderson Davis

City Administrator for a Day 2022 led pledge to the Texas Flag

PUBLIC COMMENT PERIOD

There were no citizens signed up to be heard.

PRESENTATIONS:

Newly hired Police Officer John Michael Reyes' introduction and pinning

Police Chief introduced John Michael Reyes and was pinned by his father.

Proclamation - Bexar County Judge Nelson Wolff

Judge Nelson Wolff was not able to attend. Mayor for a day Paloma Ortega presented the proclamation that will be mailed to Judge Wolff.

Proclamation – Municipal Court Week

Mayor Pro Tem for a day Matthew Chairez presented the proclamation for Municipal Court Week, November 7-11, 2022.

Mayor de Leon called for a recess at 6:36 p.m. and reconvened at 6:50 p.m.

CONSENT AGENDA ITEMS:

- a. Approval of minutes for Regular Meeting of September 26, 2022
- b. Finance Report for the month of September 2022
- c. Consideration and **ACTION** to ratify council votes on the official ballot for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election. (Perales)

MOTION: Motion to approve in their entirety.

Motion by: Lamar Gillian Seconded by: Juan Lecea Record Vote 5/0/0 PASSED

BUSINESS ITEMS:

 Discussion and possible ACTION on a resolution of the City of Balcones Heights approving amendments to the BYLAWS of the Balcones Heights Economic Development Corporation, Type B; and providing for a severability clause, an effective date, and other matters related thereto. (Nastasi)

Bylaws amendment – Three (3) members on the board one of which is the Mayor.

MOTION: So, moved.

Motion by: Gloria Cantu Seconded by: Stephen Lara Record Vote 5/0/0 PASSED

2. Consideration and **ACTION** regarding the EDC – office space renewal at Wonderland of the Americas, A-22. (Nastasi)

MOTION: Motion to approve.

Motion by: Miguel Valverde Seconded by: Gloria Cantu Record Vote 5/0/0 PASSED

3. Consideration and **ACTION** to adopt an ordinance amending the Personnel Policy regarding sick leave payout for retirees. (Perales)

Mr. Perales briefed council on this item and informed them that the amendment was to include government employees not part of the collective bargaining agreement.

MOTION: Motion to approve.

Motion by: Lamar Gillian Seconded by: Miguel Valverde Record Vote 5/0/0 PASSED

4. Consideration and **ACTION** to adopt an ordinance amending Section 113: Mobile Food Vendors. (Thelen)

Power point presentation on the following:

- Chapter 113 Temporary Food Vendors
- Current Mobile Food Vendors
- Proposed Non-stationary Mobile Food Vendor Sales
- Recommendation

MOTION: Motion to approve.

Motion by: Lamar Gillian Seconded by: Stephen Lara Record Vote 4/1/0 PASSED

Nay Vote: Juan Lecea

- 5. Follow up discussion on the City Administrator evaluation process and job description.
 - Corrections to be made to job description (Gillian)
 - Criteria to be set by Council for Evaluation
- 6. Communication Plan Update (Spence)

Power point presentation:

- Goals and objectives
- Target audience
- Compelling message
- Budget

- Strategies and Plan
- 7. Economic Development Corporation Summary. (Nastasi)

Report was included in packet and there were no questions.

- 8. Comprehensive Land Use project update. (Thelen)
 - Craig Farmer Final Draft
 - Committee Meeting November 3rd
 - Joint Council/PZ Workshop November 10th
 - November 14th Adoption
- 9. Strategic Planning Update. (Thelen/Nastasi)
 - EPA Grant
 - Hillcrest Reconstruction
 - EDC changes
 - Adoption of Comprehensive Land Use Plan
 - Preparation for updating the zoning code
- 10. Finance Committee Update. (Gillian/Messick)
 - FY 2021-2022 budget report on finances
- 11. Department Reports and Q&A (Police Department, Fire Department, Community Development, and Economic Development & Public Affairs)
 - Reports were submitted in the packet
 - Q&A

ANNOUNCEMENTS AND REQUESTS:

- 12. Announcements by Mayor and Council Members.
 - Water Heater replaced
- 13. Announcements by City Administrator.
 - Republic Waste Disposal (C6 Disposal)
 - Crime Control Discussion in November
- 14. 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:

Meeting adjourned at 7:59 p.m.

Submitted by:

DELIA R. SANCHEZ City Secretary

	Description	FY 2021-22 Estimated	FY 2022-23 Approved	As of 31-Oct-22	8.3% of Budget	As of 31-Oct-21	Notes
	Description	Latiniated	Арріочец	31-011-22	Duuget	31-001-21	Notes
FY 2022-23 Y	TD OVERVIEW						
General Fund	i						
	Revenue	5,162,143	5,007,454	76,347	2%	35,796	
	Expenses	4,661,981	5,007,454	366,643	7%	276,253	
	Revenues/Expenses	500,163	0	(290,296)	=	(240,456)	
Capital Fund							
	Revenue	545,404	2,903,715	-	0%	-	
	Expenses	930,131	5,444,177	-	0%	547,895	
	Revenues/Expenses	(384,727)	(2,540,462)	-	-	(547,895)	
Special Reve	nue Funds						
	Revenue	2,823,727	3,482,507	12,381	0%	110,113	
	Expenses	3,051,723	3,711,281	204,822	6%	78,825	
	Revenues/Expenses	(227,996)	(228,774)	(192,441)	-	31,288	

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Proprietary Funds

Account

Revenue	855,307	942,000	-	0%	-
Expenses	1,078,626	1,121,055	-	0%	57,455
Revenues/Expenses	(223,319)	(179,055)		_	(57,455)

Proprietary Funds include: Sewer & Stormwater Funds

Total YTD Budget - All Funds

Revenues/Expenses	(335,878)	(2,948,291)	(482,737)		(814,519)
Total Expenses	9,722,460	15,283,967	571,465	4%	960,428
Total Revenue	9,386,582	12,335,676	88,728	1%	145,909
budget - All Funds					

NOTES

We added a new column showing the prior year month for comparison to the current year month Taxes are less than 1% collected - below the 8.3% target

- We receive the bulk of Ad Valorem collections over the winter months
- The first Sales Tax collections will be seen in December (for October) two months behind Overall Payroll Expenses are 8.0% below the 8.3% target
- Overtime is up in PD & Dispatch due to vacancies and the elimination of Comp-time
- We paid the entire year of Workers' Compensation bill instead of making quarterly payments

Likewise for the Property Insurance - paid the entire bill for the year - saved \$2K

Notes

Account	Description	FY 2021-22 Estimated	FY 2022-23 Approved	As of 31-Oct-22	8.3% of Budget	As of 31-Oct-21
	General Fund					
	<u>Fund Balance</u>					
	Beginning Fund Balance	1,512,417	2,012,580	2,012,580		
	Revenues	5,162,143	5,007,454	76,347		
	Expenses _ Revenue/Expense	(4,661,981) 500,163	(5,007,454)	(366,643)		
	Estimated Ending Fund Balance	2,012,580	2,012,580	1,722,285		
	General Fund Revenues	_,0_1_,000	2,022,000	1,7 = 1,100		
10-310-110	<u>Taxes</u> AD VALOREM TAX	1,588,053	1,775,894	10,383	1%	-
10-318-300	SALES TAX	1,555,342	1,920,000	-	0%	_
10-334-100	STATE MIXED DRINK TAX	24,665	25,000	-	0%	-
	Total Taxes	3,168,060	3,720,894	10,383	0%	-
	Fines & Forfeitures					
10-334-200	STATE COURT COSTS	15,925	22,000	-	0%	-
10-340-100	COURT FEES & CHARGES	63,870	62,000	6,005	10%	3,482
10-349-000	OTHER CHARGES	730	100	-	0%	-
10-350-100	COURT FINES	381,332	400,000	37,211	9%	21,252
10-350-150	WARRANT FEES	61,926	65,000	5,378	8%	4,514
	Total Fines & Forfeitures	523,783	549,100	48,594	9%	29,248
	Franchise Fees					
10-318-410	CPS FRANCHISE	180,046	196,000	-	0%	-
10-318-430	TELEPHONE FRANCHISE ROW	6,299	10,000	-	0%	-
10-318-440	SAWS FRANCHISE	-	8,000	-	0%	-
10-318-460	CABLE FRANCHISE	17,703	24,000	-	0%	-
10-318-470	BILLBOARDS	21,000	21,000	-	0%	-
10-318-480	GARBAGE FRANCHISE Total Franchise	26,111 251,159	35,000 294,000	-	0%	
	Downits 9 Face					
10-320-200	Permits & Fees FOOD ESTABLISHMENT LICENSE	16,270	20,000	225	1%	-
10-320-300	COIN OPERATED MACHINE	3,285	3,600	-	0%	-
10-321-100	OCCUPANCY PERMIT	7,125	5,000	150	3%	750
10-321-110	BUILDING PERMIT	43,889	60,000	6,130	10%	345
10-321-120	ELECTRICAL PERMIT	13,426	10,000	229	2%	683
10-321-130	PLUMBING PERMIT	18,399	10,000	266	3%	60
10-321-140	A/C & HEATING PERMIT	6,236	10,000	643	6%	-
10-321-150	LANDSCAPING PERMIT	100	500	-	0%	100
10-321-160	YARD SALE PERMIT	120	250	10	4%	10
10-321-170	PEDDLERS PERMIT	2 210	250	-	0% 0%	-
10-321-180 10-321-190	LIQUOR LICENSE FEES NOTARY FEES	3,210 18	2,500 100	6	6%	-
10-321-130	OPEN RECORDS REQUEST	20	100	-	0%	_
10-321-205	PROPERTY SAFEKEEPING FEE	100	-	_	0%	_
10-321-210	SHOPPING CART RECOVERY FEES	-	100	-	0%	_
10-321-290	MASSAGE THERAPY LICENSE	420	500	-	0%	100
10-321-300	ANIMAL LICENSE	345	-	-	0%	20
10-321-350	CONTRACTOR'S LICENSE	4,950	6,000	150	3%	150
10-321-360	HOME OCCUPATION REGISTRATIONS	135	100	-	0%	-
10-321-400	ALARM PERMITS	13,189	12,000	-	0%	35
10-321-500	SWIMMING POOL PERMIT	300	500	-	0%	-
10-321-600	RENTAL PROP REG FEE	25,508	25,000	-	0%	100
10-340-300	ZONING & SUBDIVISION FEES	2,350	2,000	-	0%	-
10-340-400	PLAN CHECKING FEES	1,573	10,000	-	0%	-
	Total Permits & Fees	160,968	178,500	7,809	4%	2,353

Financial Report -October 2022

		FY 2021-22	FY 2022-23	As of	8.3% of	As of	
Account	Description	Estimated	Approved	31-Oct-22	Budget	31-Oct-21	Notes
	Other Revenues						
10-334-300	STATE LEOSE TRAINING FUNDS	1,540	1,500	-	0%	-	
10-340-600	RETURN CHECK FEE	35	100	50	50%	35	
10-342-100	SPECIAL POLICE SERVICES	1,112	1,000	72	7%	104	
10-344-500	WEED CLEANING & REMOVAL	500	1,000	-	0%	-	
10-345-600	WONDERLAND OFFICE RENT	40,260	40,260	6,710	17%	3,355	
10-360-000	INTEREST EARNINGS	5,968	5,000	16	0%	13	
10-364-000	SALE/COMPENSATION FIXED ASSETS	12,250	1,000	-	0%	-	
10-370-000	OTHER REVENUES	48,160	75,000	2,712	4%	688	
10-371-500	GRANT REVENUES	818,317	-	-	0%	-	
10-375-100	OVER/SHORT ACCOUNT	33	100	-	0%	-	
	Total Other Revenues	928,174	124,960	9,561	8%	4,195	
	Transfers In						
10-370-022	TRANSFER FROM IMPOUND	80,000	80,000	-	0%	-	
10-370-023	TRANSFER FROM AUCTION	50,000	60,000	-	0%	-	
	Total Transfers In	130,000	140,000	-	0%	-	
	General Fund Total Revenue	5,162,143	5,007,454	76,347	2%	35,796	

		FY 2021-22	FY 2022-23	As of	8.3% of	As of
Account	Description	Estimated	Approved	31-Oct-22	Budget	31-Oct-21
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	General Fund Expenses					
	Council					
0-405-312	COUNCIL EVENTS	325	500	_	0%	_
0-405-312	OPERATING SUPPLIES	272	500		0%	
0-405-490	TRAINING	1,690	1,500	_	0%	_
0-405-492	TRAVEL	5,201	5,000	38	1%	856
0-405-494	MEMBERSHIP DUES	600	1,000	-	0%	-
-405-498	OTHER EXPENSE	756	250	-	0%	-
	Operating Expenses	8,845	8,750	38	0%	856
	Total Council	8,845	8,750	38	0%	856
	Administration	400.000	224 222	25.225	70/	22.000
-410-150	SALARIES	428,890	391,293	26,226	7%	22,882
0-410-205	SSI	30,233	29,934	1,012	3%	1,702
0-410-210	MEDICAL	35,524	37,928	2,423	6%	1,522
0-410-230 0-410-240	TMRS	36,713	43,257	1,478	3%	1,654
J-41U-24U	WORKERS COMPENSATION Personnel Expenses	981 532,341	1,000 503,412	1,000 32,139	100% 6%	27,761
	r ersonner Expenses	332,341	505,412	32,133	070	27,701
-410-310	OFFICE SUPPLIES	3,173	3,500	231	7%	-
-410-312	MEETING COSTS	1,630	1,500	-	0%	-
-410-325	OPERATING SUPPLIES	1,267	1,000	-	0%	-
-410-450	POSTAGE	5,309	5,200	-	0%	1,021
-410-488	PRINTING	742	500	265	53%	-
-410-490	TRAINING	1,600	3,000	-	0%	-
-410-492	TRAVEL	7,840	8,000	72	1%	2,051
-410-494	MEMBERSHIP DUES	2,341	2,500	100	4%	-
-410-498	OTHER EXPENSE	6,281	6,000	140	2%	218
	Operating Supplies	30,182	31,200	808	3%	3,290
	Total Administration	562,524	534,612	32,948	6%	31,050
	Information Technology					
-415-345	HARDWARE & PERIPHERALS	34,141	45,000	-	0%	-
0-415-346	SOFTWARE	20,787	16,000	-	0%	-
0-415-408	IT SERVICES	95,631	95,000	7,488	8%	14,975
0-415-422	CONTRACTED SERVICES	64,311	85,000	1,250	1%	1,791
0-415-472	TELEPHONES	25,737	20,500	-	0%	3,212
0-415-473	CELL PHONES & TABLETS	19,461	16,000	1,812	11%	-
0-415-474	PHONE REIMBURSEMENTS	4,880	5,280	360	7%	-
0-415-498	OTHER EXPENSES	<u> </u>	500	-	0%	-
	Operating Expenses	264,946	283,280	10,910	4%	19,978
	Total Information Technology	264,946	283,280	10,910	4%	19,978

		FY 2021-22	FY 2022-23	As of	8.3% of	As of
Account	Description	Estimated	Approved	31-Oct-22	Budget	31-Oct-21
	Municipal Court					
10-420-150	SALARIES	130,909	132,032	7,942	6%	8,227
10-420-155	PART-TIME	25,118	25,000	2,326	9%	2,326
10-420-160	OVERTIME	188	500	-	0%	-
0-420-205	SSI	11,397	12,051	754	6%	762
10-420-210	MEDICAL	26,657	28,446	2,307	8%	1,991
10-420-230	TMRS	12,635	14,651	855	6%	665
10-420-240	WORKERS COMPENSATION	234	4,000	4,000	100%	-
	Personnel Expenses	207,138	216,681	18,184	8%	13,971
0-420-310	OFFICE SUPPLIES	2,925	2,000	142	7%	_
.0-420-418	LEGAL SERVICES - JUDICIAL	22,052	20,000		0%	_
0-420-420	WARRANT OFFICER SERVICES	82,678	90,000	_	0%	_
0-420-424	PROFESSIONAL SERVICES	28	100	_	0%	_
0-420-488	PRINTING	513	500	34	7%	-
0-420-490	TRAINING	-	500	-	0%	_
0-420-492	TRAVEL	_	100	-	0%	-
10-420-494	MEMBERSHIP DUES	165	400	-	0%	-
0-420-498	OTHER EXPENSES	53	100	-	0%	-
0-420-580	CAPITAL OUTLAY - EQUIPMENT		- 100			-
0 420 300	Operating Expenses	108,413	113,700	176	0%	_
	operating Expenses	200,120	110,700	2,0	0,0	
	Total Municipal Court	315,551	330,381	18,360	6%	13,971
	Police Department					
.0-510-150	SALARIES	508,983	533,998	28,588	5%	38,051
.0-510-155	PART-TIME	26,350	20,100	1,267	6%	4,015
0-510-155	OVERTIME	20,281	12,000	3,750	31%	444
10-510-100	SSI	41,081	43,307	2,490	6%	3,094
10-510-210	MEDICAL	67,684	64,478	4,694	7%	6,127
10-510-210	TMRS	52,628	60,360	3,483	6%	3,110
.0-510-240	WORKERS COMPENSATION	10,026	11,100	8,396	76%	3,110
0-510-280	UNIFORM ALLOWANCE	10,380	5,640	2,390	42%	4,834
0 310 200	Personnel Expenses	737,414	750,982	55,057	7%	59,675
		,		,	.,-	25,5.2
-510-290	EMPLOYEE SAFETY EQUIPMENT	11,144	5,000	-	0%	-
0-510-310	OFFICE SUPPLIES	1,326	2,000	60	3%	-
0-510-325	OPERATING SUPPLIES	966	2,000	-	0%	-
0-510-335	FLEET FUEL	46,382	38,000	28	0%	-
0-510-350	AMMUNITION & EXPLOSIVES	5,514	5,000	-	0%	-
LO-510-438	LABORATORY SERVICES	1,930	2,500	512	20%	-
LO-510-440	MEDICAL SERVICES	2,847	1,000	300	30%	-
10-510-442	FLEET MAINTENANCE	70,684	50,000	2,323	5%	680
10-510-444	TCOLE PROCESSING	705	700	-	0%	-
10-510-488	PRINTING	657	500	-	0%	-
10-510-490	TRAINING	4,939	3,500	70	2%	-
10-510-491	STATE LEOSE TRAINING	1,540	1,500	-	0%	-
10-510-492	TRAVEL	3,253	2,500	-	0%	-
10-510-494	MEMBERSHIP DUES	267	300	-	0%	-
.0-510-498	OTHER EXPENSE	1,525	2,500	-	0%	-
0-510-580	CAPITAL OUTLAY - EQUIPMENT	-	-	-		-
	Operating Supplies	153,680	117,000	3,292	3%	680
	Total Police Department	891,094	867,982	58,350	7%	60,355

		FY 2021-22	FY 2022-23	As of	8.3% of	As of
Account	Description	Estimated	Approved	31-Oct-22	Budget	31-Oct-21
	Communications					
0-520-150	SALARIES	198,134	236,945	10,245	4%	13,010
-520-155	PART-TIME	21,388	20,000	493	2%	1,330
)-520-160	OVERTIME	53,980	40,000	4,537	11%	2,354
0-520-205	SSI	20,583	22,716	1,157	5%	1,243
)-520-210	MEDICAL	42,596	47,410	3,520	7%	2,927
)-520-230	TMRS	25,443	30,616	1,591	5%	1,385
)-520-240	WORKERS COMPENSATION	498	1,500	1,500	100%	- 22.240
	Personnel Expenses	362,622	399,187	23,044	6%	22,249
-520-310	OFFICE SUPPLIES	503	1,000	86	9%	-
-520-325	GENERAL OPERATING SUPPLIES	224	200	-	0%	-
-520-345	MINOR TOOLS AND EQUIPMENT	-	100	-	0%	-
-520-390	MISCELLANEOUS SUPPLIES	-	100	-	0%	-
-520-440	MEDICAL SERVICES	650	500	-	0%	-
-520-490	TRAINING	-	300	-	0%	-
-520-492	TRAVEL	-	300	-	0%	-
-520-498	OTHER EXPENSE	28	100	-	0%	-
	Operating Supplies	1,406	2,600	86	3%	-
	Total Communications	364,028	401,787	23,130	6%	22,249
	Fire Department					
530-150	SALARIES	1,043,949	1,120,074	66,412	6%	67,471
530-155	PART-TIME		100	-	0%	-
530-160	OVERTIME	38,128	30,000	119	0%	1,463
530-205	SSI	80,383	87,988	4,930	6%	5,065
-530-210	MEDICAL	140,756	151,712	11,944	8%	11,809
530-230	TMRS	108,335	127,141	7,100	6%	5,570
-530-240	WORKERS COMPENSATION	13,699	37,000	37,000	100%	-
-530-280	UNIFORM ALLOWANCE	13,600	12,800	6,400	50%	6,400
	Personnel Expenses	1,438,850	1,566,815	133,905	9%	97,778
530-290	SAFETY EQUIPMENT	2,235	16,000	-	0%	-
530-295	BUNKER GEAR	5,678	7,000	-	0%	-
530-310	OFFICE SUPPLIES	1,131	1,000	-	0%	-
-530-325	OPERATING SUPPLIES	6,117	8,000	-	0%	169
)-530-335	FLEET FUEL	9,089	7,000	-	0%	-
)-530-409	SAFETY GEAR CLEANING	1,650	3,000	-	0%	-
)-530-440	MEDICAL SERVICES	8,333	8,200	-	0%	-
0-530-442	FLEET MAINTENANCE	12,124	9,000	339	4%	-
)-530-485	EQUIPMENT MAINTENANCE	2,144	2,000	-	0%	-
)-530-490	TRAINING	2,662	4,000	-	0%	-
)-530-492	TRAVEL	2,454	2,000	-	0%	-
)-530-494	MEMBERSHIP DUES	201	1,800	-	0%	-
)-530-496	CERTIFICATIONS	1,644	2,000	-	0%	236
-530-498	OTHER EXPENSES	1,495	2,000	-	0%	-
)-530-500	FACILITY MAINTENANCE	4,049	3,000	185	6%	-
	Operating Supplies	61,005	76,000	524	1%	406
	Total Fire Department	1,499,855	1,642,815	134,428	8%	98,184

		FY 2021-22	FY 2022-23	As of	8.3% of	As of	
Account	Description	Estimated	Approved	31-Oct-22	Budget	31-Oct-21	Notes
	Community Development						
10-610-150	SALARIES	131,100	126,187	8,962	7%	8,031	
10-610-155	PART TIME	-	26,000	-	0%	-	
10-610-160	OVERTIME		100	-	0%	-	
10-610-205	SSI	9,481	11,650	644	6%	573	
10-610-210 10-610-230	MEDICAL TMRS	17,890 13,219	18,964 13,961	1,553 965	8% 7%	1,478 649	
10-610-240	WORKERS COMPENSATION	259	1,000	1,000	100%	-	
10-610-280	UNIFORM ALLOWANCE	800	800	400	50%	400	
	Personnel Expenses	172,749	198,662	13,524	7%	11,131	
10-610-310	OFFICE SUPPLIES	78	500	-	0%	-	
10-610-335	FLEET FUEL	1,426	1,100	-	0%	=	
10-610-416	CITY ENGINEERING SERVICES	-	5,000	-	0%	-	
10-610-436	INSPECTION SERVICES	8,935	14,000	-	0%	=	
10-610-442	FLEET MAINTENANCE	29	1,000	-	0%	-	
10-610-488	PRINTING	-	100	-	0%	-	
10-610-490	TRAINING	165	500	-	0%	=	
10-610-492	TRAVEL	1,071	1,000	-	0%	-	
10-610-494 10-610-498	MEMBERSHIP DUES OTHER EXPENSES	863	150 1,000	-	0% 0%	-	
10-010-450	Operating Supplies	12,566	24,350		0%		
	Total Community Development	185,315	223,012	13,524	6%	11,131	
	Public Works						
10-630-150	SALARIES	79,745	86,759	5,166	6%	4,945	
10-630-160	OVERTIME	451	500	70	14%	-	
10-630-205	SSI	6,049	6,675	391	6%	372	
10-630-210	MEDICAL	17,656	18,964	1,538	8%	1,463	
10-630-230	TMRS	8,104	9,646	564	6%	400	
10-630-240	WORKERS COMPENSATION	2,967	5,000	5,000	100%	-	
10-630-280	UNIFORM ALLOWANCE Personnel Expenses	1,000 115,973	1,600 129,145	800 13,528	10%	1,000 8,179	
				,		,	
10-630-325	OPERATING SUPPLIES	532	500	-	0%	-	
10-630-335	FLEET FUEL	3,981	3,200	-	0%	-	
10-630-345 10-630-355	MINOR TOOLS & EQUIPMENT MAINTENANCE & REPAIRS	104	100 200	_	0% 0%	-	
10-630-424	PROFESSIONAL SERVICES	900	100	_	0%	_	
10-630-442	FLEET MAINTENANCE	920	1,200	-	0%	=	
10-630-490	TRAINING	-	100	-	0%	-	
10-630-492	TRAVEL	-	100	-	0%	-	
10-820-390	MISCELLANEOUS SUPPLIES	-	100	-	0%	-	
10-820-442	FACILITY MAINTENANCE	70	500	-	0%	-	
10-820-476	UTILITIES - WATER & SEWER	808	1,000	56	6%	56	
10-820-478	UTILITIES - ELECTRIC Operating Supplies	1,614 8,929	1,500 8,600	56	1%	56	
	Total Public Works	124,902	137,745	13,584	10%	8,235	
	TOTAL PUDIIC WORKS	124,502	137,743	13,364	1070	0,233	
	Animal Control Services						
10-650-325	OPERATING SUPPLIES	68	100	-	0%	-	
10-650-345	MINOR TOOLS AND EQUIPMENT	=	100	-	0%	=	
10-650-420 10-650-425	VETERINARY SERVICES ANIMAL SERVICES CONTRACT	1 500	100 1,800	444	0% 25%	-	
10-650-425	FERAL CAT PROGRAM	1,590 3,660	3,500	444	0%	-	
10-650-440	EMPLOYEE MEDICAL SERVICES	-	100	-	0%	- -	
	Total Animal Control	5,319	5,700	444	8%	-	
	Health Services						
10-710-436	INSPECTION SERVICES	12,000	12,000	1,000	8%	<u> </u>	
	Total Health Services	12,000	12,000	1,000	8%	-	

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		FY 2021-22	FY 2022-23	As of	8.3% of	As of	
Account	Description	Estimated	Approved	31-Oct-22	Budget	31-Oct-21	Notes
	Economic Development & Public Affairs						
10-900-150	SALARIES	46,918	64,289	3,858	6%	3,039	
10-900-205	SSI	3,286	4,918	277	6%	216	
10-900-210	MEDICAL	-	7,586	-	0%	-	
10-900-230	TMRS	4,587	7,107	416	6%	246	
10-900-240	WORKERS COMPENSATION	170	100	100	100%	-	
	Personnel Expenses	54,960	84,000	4,651	6%	3,500	
40.000.040	0.55105.011501150	405			00/		
10-900-310	OFFICE SUPPLIES	185	50	-	0%	-	
10-900-312	COMMUNITY RELATIONS	2,738	6,000	-	0%	-	
10-900-450	OFFICE RENT	24,347	24,347	2,029	8%	-	
10-900-452	NEWSLETTER	5,647	6,000	356	6%	-	
10-900-455	WEBSITE MAINTENANCE & UPDATES	2,395	-	-	0%	-	
10-900-472	OFFICE TELEPHONE	462	1,000	-	0%	329	
10-900-474	SECURITY ALARM MONITORING SVC	202	315	25	8%	-	
10-900-478	UTILITIES - ELECTRIC	-	1,000	-	0%	-	
10-900-487	RESEARCH & RESOURCES	-	750	-	0%	-	
10-900-491	TRAINING	-	1,000	-	0%	-	
10-900-492	TRAVEL	438	2,000	-	0%	438	
10-900-494	MEMBERSHIP DUES	-	500	-	0%	-	
10-900-501	PROMOTIONS	-	2,500	-	0%	-	
10-900-502	MEETING COSTS	145	1,000	-	0%	-	
10-920-491	MEDIA/PUBLIC RELATIONS	1,221	1,000	165	17%	-	
	Operating Supplies	37,780	47,462	2,575	5%	767	
	Total Econ. Dev. & Public Affairs	92,740	131,462	7,226	5%	4,267	

		FY 2021-22	FY 2022-23	As of	8.3% of	As of	
Account	Description	Estimated	Approved	31-Oct-22	Budget	31-Oct-21	Notes
		-					
	Non Departmental						
	Services						
10-405-418	LEGAL SERVICES	34,693	50,000	-	0%	-	
10-410-422	CONTRACTED SERVICES	1,822	2,000	-	0%	-	
10-410-424	PROFESSIONAL SERVICES	55,874	40,000	1,773	4%	2,180	
10-410-444	AUDIT SERVICES	11,000	12,000	-	0%	-	
10-410-482	LEGAL NOTICES/NEWSPAPER ADS	3,758	2,500	-	0%	-	
10-410-484	ELECTION SERVICES	470	2,000	-	0%	-	
10-430-425	MAINTENANCE AGREEMENTS	36,038	40,000	3,651	9%	3,129	
10-490-402	BEXAR APPRAISAL SERVICE	7,650	8,000	-	0%	-	
10-490-490	STATE UNEMPLOYMENT TAX	6,193	-	-	0%	-	
	Total Services	157,497	156,500	5,424	3%	5,309	
	Justice Center						
10-430-320	JANITORIAL SUPPLIES	2,456	2,200	_	0%	_	
10-430-476	UTILITIES - WATER & SEWER	5,940	6,000	517	9%	447	
10-430-478	UTILITIES - ELECTRIC	12,050	10,000	-	0%	-	
20 .50 .70	Total Justice Center	20,446	18,200	517	3%	447	
	Insurances						
10-490-460	INSURANCE - PHYSICAL PROPERTY	3,884	10,000	5,377	54%		
10-490-462	INSURANCE - GENERAL LIABILITY	31,743	45,000	41,184	92%	_	
10-490-462	INSURANCE - GENERAL LIABILITY INSURANCE - EMPLOYEE BONDS		1,200				
10-490-464	Total Insurance	1,294 36,920	56,200	200 46,762	17% 83%	221	
	Total modifice	30,320	30,200	40,702	0370	221	
	Contingency						
10-490-470	GENERAL CONTINGENCY	<u>-</u>	97,028	-	0%		
	Total Contingency	-	97,028	-	0%	-	
	Transfers Out						
10-490-493	TRANSFER OUT STREETS FUND	120,000	100,000	_	0%	-	
	Total Transfers Out	120,000	100,000	-	0%	-	
	Total Non Departmental	334,863	427,928	52,703	12%	5,977	
	General Fund Total Expenses	4,661,981	5,007,454	366,643	7%	276,253	
	ocheral rana rotal Expenses	4,001,001	3,007,-34	300,043		2,0,233	

FY 2021-22 FY 2022-23 As of 8.3% of As of
Account Description Estimated Approved 31-Oct-22 Budget 31-Oct-21 Notes

Capital Projects Fund

Fund Balance

	Torra Darantee					
	Beginning Fund Balance	1,225,145	840,418	840,418		
	Revenues	545,404	2,903,715	-		
	Expenses	(930,131)	(5,444,177)	-		
	Revenue/Expense	(384,727)	(2,540,462)	-		
	Estimated Ending Fund Balance	840,418	(1,700,044)	840,418		
	Paint Justice Center		36,000			
	Replace 1 Police Vehicle		50,000			
	Vivian Lane Street Project		404,000			
			490,000			
	Revenues					
11-350-103	TAX NOT PROCEEDS HILLCREST	-	1,708,000	-	0%	-
11-360-000	INTEREST	3,916	1,000	-	0%	-
11-370-205	UTILITY REIMB PLEASANT	-	316,910	-	0%	-
11-370-208	UTILITY REIMB CRESTVIEW	-	296,500	-	0%	-
11-370-503	MPO GRANT PROCEEDS HILLCREST	-	-	-	0%	-
11-370-505	CDBG PROCEEDS PLEASANT	-	-	-	0%	-
11-370-605	TRANSFERS IN PLEASANT	431,488	481,305	-	0%	-
11-371-215	TRANSFER IN TRAFFIC SAFETY FUND	110,000	100,000	-	0%	<u>-</u>
	Total Revenue	545,404	2,903,715		0%	-
	Expenses					
11-430-510	CAPITAL OUTLAY - LAND HILLCREST	-	772,000	-	0%	-
11-510-570	CAPITAL OUTLAY VEHICLES	212,452	100,000	-	0%	-
11-520-580	CAPITAL OUTLAY EQUIPMENT	-	148,165	-	0%	-
11-520-585	COURT RENOVATIONS	2,895	-	-	0%	2,895
11-530-570	CAPITAL OUTLAY VEHICLES	545,000	166,012	-	0%	545,000
11-530-580	CAPITAL OUTLAY - EQUIPMENT	17,155	-	-	0%	-
11-630-570	CAPITAL OUTLAY-MOTOR VEHICLES	28,271	30,000	-	0%	-
11-820-102	ENGINEER SERVICES VIVIAN LN	276	-	-	0%	-
11-820-103	ENGINEER SERVICES HILLCREST	34,928	870,000	-	0%	-
11-820-105	ENGINEER SERVICES PLEASANT 1	51,138	173,455	-	0%	-
11-820-108	ENGINEER SERVICES CRESTVIEW	10,116	122,200	-	0%	-
11-820-203	STREET CONSTRUCTION HILLCREST	-	358,000	-	0%	-
11-820-205	STREET CONSTRUCTION PLEASANT 1	-	1,826,545	-	0%	-
11-820-208	STREET CONSTRUCTION CRESTVIEW	<u> </u>	877,800	-	0%	=
	Total Expenses	930,131	5,444,177		0%	547,895

		FY 2021-22	FY 2022-23	As of	8.3% of	As of	
Account	Description	Estimated	Approved	31-Oct-22	Budget	31-Oct-21	Notes
	Federal Asset Forfeiture Fund						
	<u>Fund Balance</u>						
	Beginning Fund Balance	37,945	17,905	17,905			
	Revenues	-	100	-			
	Expenses	(20,040)	(100)				
	Revenue/Expense	(20,040)	-	-			
	Estimated Ending Fund Balance	17,905	17,905	17,905			
	<u>Revenues</u>						
12-352-200	TREASURY DEPT FORFEITURE		100		0%		
	Total Revenues		100		0%		
	<u>Expenses</u>						
12-510-490	TRAINING	3,800	-	-	0%	_	
12-510-498	OTHER EXPENSE	-	100	-	0%	-	
12-510-580	CAPITAL OUTLAY EQUIPMENT	16,240	-	-	0%	-	
	Total Expenses	20,040	100	-	0%	-	
	State Forfeiture Fund						
	Fund Balance						
	<u> </u>						
	Beginning Fund Balance	6,220	6,220	6,220			
	Revenues	-	100	-			
	Expenses _	-	100				
	Revenue/Expense	-	200	-			
	Estimated Ending Fund Balance	6,220	6,420	6,220			
	Revenues						
13-352-400	STATE COURT FORFEITURE	_	100	-	0%	-	
	Total Revenue		100	-	0%	-	
	-						
	<u>Expenses</u>						
13-510-498	OTHER EXPENSES	-	100	-	0%	-	
13-510-580	CAPITAL OUTLAY - EQUIPMENT	-			0%		
	Total Expense		100	-	0%	<u> </u>	

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Account	Description	FY 2021-22 Estimated	FY 2022-23 Approved	As of 31-Oct-22	8.3% of Budget	As of 31-Oct-21	Notes
Account	Безсприон	Littilated	Арргочец	31-000-22	Duuget	31-000-21	Notes
	Street Fund						
	Fund Balance						
	<u> </u>						
	Beginning Fund Balance	325,485	361,159	361,159			
	_	404.055	404.000				
	Revenues	121,266	101,000	-			
	Expenses	(85,592)	(101,000)				
	Revenue/Expense	35,674	-	-			
	Estimated Ending Fund Balance	361,159	361,159	361,159			
	<u>Revenues</u>						
14-360-000	INTEREST	1,266	1,000	-	0%	-	
14-370-100	TRANSFER IN GENERAL FUND	120,000	100,000	-	0%	-	
	Total Revenue	121,266	101,000	-	0%	-	
	Expenses						
14-640-355	REPAIR/MAINTENANCE SUPPLIES	663	1,000	_	0%	_	
14-640-360	STREET SIGNS & SUPPLIES	102	1,000	_	0%	_	
14-640-416	ENGINEERING SERVICES	-	5,000	_	0%	_	
14-640-424	PROFESSIONAL SERVICES	_	5,000	_	0%	_	
14-640-442	REPAIR/MAINTENANCE EXPENSE	84,827	89,000	_	0%	_	
	Total Expense	85,592	101,000		0%		

		FY 2021-22	FY 2022-23	As of	8.3% of	As of
Account	Description	Estimated	Approved	31-Oct-22	Budget	31-Oct-21
	Traffic Safety Fund					
	Fund Balance					
	Beginning Fund Balance	343,163	282,906	282,906		
	Revenues	989,351	1,086,000	3,800		
	Expenses _ Revenue/Expense	(1,049,608) (60,258)	(1,095,060) (9,060)	(88,954) (85,154)		
	Estimated Ending Fund Balance	282,906	273,846	197,751		
	Estillated Eliuling Fullu balance	282,300	273,040	137,731		
	<u>Revenues</u>					
15-340-600	RETURN CHECK FEE	-	100	-		-
15-351-100	FINES & FEES	1,077,757	1,200,000	3,750	0%	84,800
15-351-200	LATE FEES	92,711	97,500	50	0%	7,425
15-351-300	PORTION DUE TO STATE	(182,433)	(212,500)	-	0%	-
15-360-000 15-375-100	INTEREST OVER/SHORT ACCOUNT	1,317	650	-	0% 0%	-
15-3/5-100	OVER/SHORT ACCOUNT Total Revenue	989,351	250 1,086,000	3,800	0%	92,225
	<u> Expenses</u>					
	Traffic Safety Department					
15-511-150	SALARIES	107,934	124,848	7,068	6%	7,054
15-511-160	OVERTIME	5,994	9,000	568	6%	
15-511-205	SSI	8,690	10,239	566	6%	489
15-511-210	MEDICAL	17,575	18,964	1,549	8%	1,472
15-511-230	TMRS	11,548	14,797	822	6%	570
15-511-240	WORKERS COMPENSATION	2,506	10,000	10,000	100%	-
15-511-280	UNIFORM ALLOWANCE	1,600	1,600	800	50%	800
	Personnel Expense	155,848	189,448	21,373	11%	10,385
15-511-470	CONTINGENCY	6,278	-	-	0%	-
15-511-478	STREET & EXPRESSWAY LIGHTS	61,332	58,000	-	0%	4,574
15-511-495	TRANSFER OUT	110,000	100,000	-	0%	-
	Operating Expense	177,610	158,000	-	0%	4,574
	Total Traffic Safety Expense	333,458	347,448	21,373	6%	14,959
	Administration Department					
15-515-150	SALARIES	80,565	77,602	5,330	7%	4,509
15-515-160	OVERTIME	379	500	316	63%	89
15-515-205	SSI	5,945	5,937	412	7%	334
15-515-210	MEDICAL	4,343	11,378	74	1%	69
15-515-230	TMRS	8,145	8,634	608	7%	372
15-515-240	WORKERS COMPENSATION	1,253	3,000	3,000	100%	-
15-515-280	UNIFORM ALLOWANCE Personnel Expense	880 101,510	960 108,011	560 10,300	10%	5,772
15-515-310	OFFICE SUPPLIES	301	500	43	9%	-
15-515-418	LEGAL SERVICES	-	100	-	0%	-
15-515-444	AUDIT SERVICES	1,000	1,000	2.525	0%	-
15-515-458	VENDOR PAYMENT CITATIONS	27,375	38,000	2,525	7%	-
15-515-459	VENDOR PAYMENT CITATIONS	585,965	600,000	54,713	9%	
	Operating Supplies	614,641	639,600	57,281	9%	-
	Total Administration Expense	716,151	747,611	67,581	9%	5,772

Notes

		FY 2021-22	FY 2022-23	As of	8.3% of	As of
Account	Description	Estimated	Approved	31-Oct-22	Budget	31-Oct-21
	Crime Control & Prevention Fund					
	Fund Balance					
	Beginning Fund Balance	462,602	305,185	305,185		
	Revenues	771,795	960,500	-		
	Expenses _	(929,212)	(1,043,688)	(86,517)		
	Revenue/Expense	(157,417)	(83,188)	(86,517)		
	Estimated Ending Fund Balance	305,185	221,997	218,668		
	<u>Revenues</u>					
18-318-300	SALES TAX	771,162	960,000	-	0%	-
18-360-000	INTEREST	633	500	-	0%	-
	Total Revenue	771,795	960,500	-	0%	-
	<u>Expenses</u>					
18-513-150	SALARIES	539,248	627,643	30,817	5%	33,311
18-513-160	OVERTIME	31,502	21,000	4,496	21%	271
18-513-205	SSI	42,904	49,621	2,550	5%	2,560
18-513-210	MEDICAL	70,647	85,338	5,379	6%	6,115
18-513-230	TMRS	57,339	71,707	3,803	5%	2,713
18-513-240	WORKERS COMPENSATION	11,279	24,000	24,000	100%	-
18-513-280	UNIFORM ALLOWANCE	6,766	7,200	4,000	56%	2,766
	Personnel Expense	759,685	886,510	75,045	8%	47,736
18-513-444	AUDIT SERVICES	1,000	2,000	-	0%	-
18-513-460	INSURANCE - PROPERTY	-	7,500	5,932	79%	-
18-513-462	INSURANCE - GENERAL LIABILITY	-	1,678	3,541	211%	-
18-513-470	CONTINGENCY	2,732	-	-	0%	-
18-513-476	UTILITIES - WATER & SEWER	9,042	11,000	928	8%	782
18-513-478	UTILITIES - ELECTRIC	53,746	60,000	-	0%	-
18-513-500	FACILITY MAINTENANCE	58,007	30,000	1,071	4%	-
18-513-501	JANITORIAL SERVICE	45,000	45,000		0%	-
	Operating Expense	169,527	157,178	11,471	7%	782
	Total Expense _	929,212	1,043,688	86,517	8%	48,518
	Seized Assets Fund					
	<u>Fund Balance</u>					
	Beginning Fund Balance	3,990	3,990	3,990		
	Revenues	_	200	_		
	Expenses	- -	(200)	-		
	Revenue/Expense		- (200)			
	Estimated Ending Fund Balance	3,990	3,990	3,990		
		3,550	3,550	3,330		
	<u>Revenues</u>					
19-335-100	SEIZED CASH	-	100	-	0%	-
19-335-200	UNCLAIMED SECURITIES		100	-	0%	-
	Total Revenue _	<u> </u>	200		0%	-
19-490-498	OTHER EXPENSES	_	100	-	0%	-
19-490-500	CLAIM PAYMENTS	-	100	-	0%	-
	Total Expenditure	-	200	-	0%	-
	• • • • •			-		

As of

8.3% of

As of

FY 2022-23

FY 2021-22

Account	Description	Estimated	Approved	31-Oct-22	Budget	31-Oct-21	Notes
	·						
	Hotel Occupancy Tax Fund						
	<u>Fund Balance</u>						
	Beginning Fund Bala	ince 410,731	369,683	369,683			
	Reven	nues 204,087	206,000	-			
	Exper		(283,978)	(16,234)			
	Revenue/Expe	ense (41,048)	(77,978)	(16,234)			
	Estimated Ending Fund Bala	nce 369,683	291,705	353,448			
	<u>Revenues</u>						
20-318-300	HOTEL OCCUPANCY TAX	199,787	205,000	-	0%	12,806	
20-360-000	INTEREST	1,300	1,000	-	0%	-	
20-367-000	CONTRIBUTIONS/DONATIONS Total Reve	3,000 nue 204,087	206,000		0% 0%	12,806	
	Total Neve	11ue	200,000		070	12,000	
	<u>Expenses</u>						
20-900-150 20-900-205	SALARIES SSI	92,937 6,750	97,154 7,432	5,787 416	6% 6%	6,056 438	
20-900-203	MEDICAL	14,497	11,378	866	8%	1,487	
20-900-230	TMRS	9,420	10,740	623	6%	489	
20-900-240	WORKERS COMPENSATION	181	300	300	100%		
	Personnel Expe	ense 123,784	127,005	7,992	6%	8,470	
20-900-310	OFFICE SUPPLIES	1,555	1,000	-	0%	-	
20-900-325	OPERATING SUPPLIES	-	2,500	-	0%	-	
20-900-444	AUDIT SERVICES	2,100	2,000	400	20%	-	
20-900-450 20-900-455	OFFICE RENT POSTAGE	33,623	33,623 100	2,802	8% 0%	-	
20-900-470	CONTINGENCY	-	-	-	0%	-	
20-900-472	OFFICE TELEPHONE	823	2,250	-	0%	575	
20-900-474	SECURITY ALARM SERVICE	809	500	40	8%	130	
20-900-478 20-900-487	UTILITIES - ELECTRIC RESEARCH & RESOURCES	1,884 2,942	2,000 2,000	-	0% 0%	-	
20-900-491	TRAINING/CONTINUING EDUCATION	-	2,000	-	0%	-	
20-900-492	TRAVEL	1,745	3,500	=	0%	-	
20-900-494	MEMBERSHIP DUES	500	1,000	-	0%	400	
20-900-605 20-920-480	WEBSITE REDESIGN BROCHURE/RACK CARDS	-	20,000 2,000	-	0% 0%	-	
20-920-484	WEB-BASED ADVERTISING	1,199	9,800	-	0%	-	
20-920-486	MAGAZINE ADVERTISING	8,552	16,500	=	0%	-	
20-920-502	MEETING COSTS	548	200	-	0%	-	
20-920-503 20-930-915	PROMOTIONAL MERCHANDISE JAZZ FESTIVAL	- 65,072	1,000 50,000	-	0% 0%	-	
20-930-916	HISPANIC TRAILS CULTURAL EVENT	-	5,000	5,000	100%	_	
	Operating Exper	nses 121,351	156,973	8,242	5%	1,105	
	Total Expe	ense 245,135	283,978	16,234	6%	9,575	
	Total Expe			10,20 :		3,0.0	
	obilities for a sixt						
	Child Safety Fund						
	<u>Fund Balance</u>						
	Beginning Fund Bala	ince 32,529	35,132	35,132			
	Rever	nues 3,603	3,600	-			
	Exper	nses (1,000)	(3,600)				
	Revenue/Expe	ense 2,603	-	-			
	Estimated Ending Fund Bala	ince 35,132	35,132	35,132			
	•	,	•	•			
	Davanues						
21-334-400	<u>Revenues</u> SCHOOL CROSSING FEES	3,603	3,600	-	0%	-	
	Total Rever		3,600	-	0%		
	_						
21-514-325	<u>Expenses</u> OPERATING SUPPLIES	1,000	1,500		0%		
21-514-325	GENERAL CONTINGENCY	-	1,100	-	0%	-	
21-514-498	OTHER EXPENSE	<u> </u>	1,000	=	0%		
	Total Expe	ense 1,000	3,600		0%		

		FY 2021-22	FY 2022-23	As of	8.3% of	As of	
Account	Description	Estimated	Approved	31-Oct-22	Budget	31-Oct-21	Notes
	Impound Fund						
	<u>Fund Balance</u>						
	Beginning Fund Balance	78,831	59,721	59,721			
	Revenues Expenses	89,720 (108,831)	105,600 (105,600)	5,876 (45)			
	Revenue/Expense	(19,111)	(103,000)	5,831			
	Estimated Ending Fund Balance	59,721	59,721	65,552			
	Davies						
22-340-100	<u>Revenues</u> IMPOUND FEES	49,590	60,000	3,400	6%	2,000	
22-340-100	TOWING FEES	24,350	30,000	1,615	5%	950	
22-340-120	DAILY FEES	15,080	15,000	860	6%	560	
22-340-140	ADMIN/POSTAGE FEES	700	500	-	0%	25	
22-375-100	OVER/SHORT ACCOUNT	-	100	1	1%	-	
	Total Revenue _	89,720	105,600	5,876	6%	3,535	
	<u>Expenses</u>						
22-415-450	POSTAGE	1,107	800	-	0%	-	
22-415-460	TOWING	27,135	21,000	-	0%	-	
22-415-474	SECURITY MONITORING	494	800	45	6%	-	
22-415-498	OTHER EXPENSES	94	3,000	-	0%	-	
22-415-510	TRANSFER OUT GENERAL FUND	80,000	80,000	-	0%	-	
	Total Expense _	108,831	105,600	45	0%	- _	
	Auction Fund						
	<u>Fund Balance</u>						
	Beginning Fund Balance	65,980	78,920	78,920			
	Revenues Expenses	64,594 (51,654)	63,000 (63,000)	-			
	Revenue/Expense	12,941	- (03,000)				
	Estimated Ending Fund Balance	78,920	78,920	78,920			
	<u>Revenues</u>						
23-340-130	VEHICLE AUCTIONS	63,850	62,000	-	0%	-	
23-340-140	ADMINISTRATION FEES	744	1,000	<u> </u>	0%	-	
	Total Revenue	64,594	63,000	-	0%	-	
	<u>Expenses</u>						
23-415-424	PROFESSIONAL SERVICES	1,654	2,000	-	0%	-	
23-415-460	TOWING	-	500	-	0%	-	
23-415-498	OTHER EXPENSES	-	500	-	0%	-	
23-415-510	TRANSFER TO GENERAL FUND	50,000 51,654	60,000	-	0% 0%	-	
	Total Expense _	51,054	63,000		<u>U%</u>	<u>-</u> _	

Notes

Account	Description	FY 2021-22 Estimated	FY 2022-23 Approved	As of 31-Oct-22	8.3% of Budget	As of 31-Oct-21
Account	Beschption	Estillatea	Арріочец	31 000 22	Duuget	31 000 21
	Court Security & Technology Fund					
	Fund Balance					
	Beginning Fund Balance	70,756	87,377	87,377		
	Revenues	28,067	24,000	2,705		
	Expenses	(11,446)	(24,000)	(6,876)		
	Revenue/Expense	16,621	(0)	(4,171)		
	Estimated Ending Fund Balance	87,377	87,377	83,206		
	<u>Revenues</u>					
4-340-125	COURT TECHNOLOGY FEE	12,991	12,000	1,235	10%	735
4-340-150	COURT SECURITY FEE	15,076	12,000	1,470	12%	811
	Total Revenue	28,067	24,000	2,705	11%	1,546
	<u>Expenses</u>					
4-420-150	SALARIES	9,583	10,200	561	6%	-
24-420-210	SSI	746	780	43	5%	-
24-420-240	WORKERS COMPENSATION	407	6,000	6,000	100%	-
4-420-280	UNIFORMS	200	400	272	68%	
	Personnel Expense	10,936	17,380	6,876	40%	-
24-420-430	COURT TECHNOLOGY	510	1,000	-	0%	-
24-420-470	CONTINGENCY	-	4,620	-	0%	-
4-420-498	OTHER EXPENSE		1,000		0%	<u> </u>
	Operating Expense	510	6,620	-	0%	-
	Total Expense	11,446	24,000	6,876	29%	-
	Parks Fund					
	<u>Fund Balance</u>					
	Beginning Fund Balance	551	(399)	(399)		
	Revenues	1,510	1,500	-		
	Expenses	(2,460)	(1,500)	-		
	Revenue/Expense	(950)	-	-		
	Estimated Ending Fund Balance	(399)	(399)	(399)		
	<u>Revenues</u>					
			4 500	_	0%	_
9-346-100	· · · · · · · · · · · · · · · · · · ·	1 510	1 500			
9-346-100	ROGIERS PARK PAVILION RENTAL Total Revenue	1,510 1,510	1,500 1,500	_	0%	-
9-346-100	ROGIERS PARK PAVILION RENTAL	1,510 1,510	1,500	<u> </u>		<u>-</u>
	ROGIERS PARK PAVILION RENTAL			-		<u>-</u>
29-346-100 29-810-325 29-810-442	ROGIERS PARK PAVILION RENTAL Total Revenue	1,510	1,500	- - -	0%	<u>-</u> - -

Notes

Account	Description	FY 2021-22 Estimated	FY 2022-23 Approved	As of 31-Oct-22	8.3% of Budget	As of 31-Oct-21	
	Economic Incentive Fund						
	Fund Balance						
	Beginning Fund Balance	398,685	279,809	279,809			
	Revenues	102,449	100,000				
	Expenses	(221,325)	(164,500)	_			
	Revenue/Expense	(118,876)	(64,500)	_			
	•						
	Estimated Ending Fund Balance	279,809	215,309	279,809			
	<u>Revenues</u>						
30-320-000	CPS FRANCHISE	90,004	100,000	-	0%	-	
30-360-000	INTEREST	2,634	-	-	0%	-	
30-370-000	OTHER REVENUES	9,811	<u> </u>		0%		
	Total Revenue	102,449	100,000	-	0%	-	•
	_						
	<u>Expenses</u>	22.225	40.000		00/		
30-410-424	PROFESSIONAL SERVICES	29,325	40,000	-	0%	-	
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	-	10,000	-	0%	-	
30-600-300	ADVERTISING & PROMOTIONS	-	2,500	-	0%	-	
30-600-490	TRANSFER OUT EDC LOAN	150,000	-	-	0%	-	
30-600-495	TRANSFER OUT CAPITAL FUND	42,000	100,000	-	0%	_	-
	Total Expense _	221,325	164,500	-	0%	-	
	Economic Development Corporation						
	<u>Fund Balance</u>						
	Beginning Fund Balance	-	68,469	68,469			
	Revenues	368,746	750,000	-			
	Expenses	(300,276)	(750,000)	(6,196)			
	Revenue/Expense	68,469	(730,000)	(6,196)			
	Nevenue, Expense	00,403		(0,130)			
	Estimated Ending Fund Balance	68,469	68,469	62,273			
24 240 422	Revenues	450.000			00/		
31-310-100	TRANSFER IN ECONOMIC INCENTIVE	150,000	-	-	0%	-	
31-310-200	LOAN PROCEEDS WONDERLAND	38,000		-	0%	-	
31-320-100	PARTNERSHIP DIVIDENDS	180,746	750,000	-	0%	-	·
	Total Revenue _	368,746	750,000		0%	-	
	Emana						
24 440 400	<u>Expenses</u>	27.000	26,000		00/		
31-410-100	LEGAL SERVICES	27,000	36,000	-	0%	-	
31-410-200	DEBT SERVICE - INTEREST	149,847	198,228	-	0%	-	
31-410-210	DEBT SERVICE - PRINCIPLE	96,000	198,000	-	0%	-	
31-410-400	LEASE	-	1	-	0%	-	
31-410-410	TRIPLE NET	18,588	45,000	6,196	14%	-	
31-410-435	PROFESSIONAL SERVICES	8,841	50,000	-	0%	-	
31-410-450	CONTINGENCY	-	222,171	-	0%	-	
31-410-478	UTILITIES - ELECTRIC	<u> </u>	600		0%		•
	Total Expense	300,276	750,000	6,196	1%		
	=						

Financial Report -October 2022

		FY 2021-22	FY 2022-23	As of	8.3% of	As of	
Account	Description	Estimated	Approved	31-Oct-22	Budget	31-Oct-21	Notes
	PEG Fund						
	<u>Fund Balance</u>						
	Beginning Fund Balance	28,455	31,995	31,995			
	Revenues Expenses	3,541	5,000	-			
	Revenue/Expense	3,541	5,000	<u>-</u>			
	Estimated Ending Fund Polance	21.005	36.005	31,995			
	Estimated Ending Fund Balance	31,995	36,995	31,995			
	<u>Revenues</u>						
33-318-461	1% FRANCHISE PEG	3,541	5,000	-	0%	-	
	Total Revenue	3,541	5,000	-	0%	-	
	<u>Expenses</u>						
33-490-495	TRANSFER OUT	-	-	-	0%	-	
	Total Expense	-	-	-	0%	-	
	Debt Service Fund						
	Fund Balance						
	Beginning Fund Balance	189	544	544			
	Revenues	75,000	75,907	-			
	Expenses _	(74,645)	(74,956)				
	Revenue/Expense	355	951	-			
	Estimated Ending Fund Balance	544	1,495	544			
36-310-110	<u>Revenues</u> AD VALOREM TAX	75,000	75,907		0%		
30-310-110	Total Revenue	75,000	75,907 75,907		0%		
	_						
26 400 652	Expenses	72.405	72.000		00/		
36-490-652 36-490-653	VIVIAN SERIES 2020 PRINCIPLE VIVIAN SERIES 2020 INTEREST	73,485 1,161	73,000 1,956	-	0% 0%	-	
30 430 033	Total Expense	74,645	74,956		0%	-	
	· -						

Account	Description	FY 2021-22 Estimated	FY 2022-23 Approved	As of 31-Oct-22	8.3% of Budget	As of 31-Oct-21	Notes
	Sewer Fund						
	<u>Fund Balance</u>						
	Beginning Fund Balance	613,678	515,867	515,867			
	Revenues	778,168	845,500	-			
	Expenses	(875,979)	(992,055)	-			
	Revenue/Expense	(97,811)	(146,555)	-			
	Estimated Ending Fund Balance	515,867	369,312	515,867			
	<u>Revenues</u>						
56-360-000	INTEREST	2,634	500	-	0%	-	
56-381-300 56-381-301	WASTEWATER USER FEES BILLING ADJUSTMENTS	737,495 (30,258)	805,000 (30,000)	-	0% 0%	-	
56-381-305	CAPITAL REPLACEMENT	68,298	70,000	-	0%	- -	
	Total Revenue	778,168	845,500	-	0%		
	F						
56-490-345	Expenses STORM WATER FEES	32,952	40,000	_	0%	_	
56-490-406	BILLING SERVICES	1,593	1,750	-	0%	-	
56-490-416	ENGINEERING SERVICES	-,	5,000	-	0%	-	
56-490-422	CONTRACT MAINTENANCE SERVICE	-	1,000	-	0%	-	
56-490-442	SEWER MAINTENANCE	3,005	25,000	-	0%	-	
56-490-444	AUDIT SERVICES	6,000	10,000	-	0%	-	
56-490-446	TRANSPORT & TREATMENT SERVICES	638,046	650,000	-	0%	57,455	
56-490-470	CONTINGENCY	-	-	-	0%	-	
56-490-471	SPECIAL PROJECTS	-	1,000	-	0%	-	
56-490-497	TRANSFER OUT CAPITAL FUND	192,000	256,305	-	0%	-	
56-490-498 56-490-499	OTHER CHARGES DEPRECIATION	2 202	1,000	-	0% 0%	-	
30-490-499	Total Expense	2,382 875,979	1,000 992,055		0%	57,455	
	Storm Water Fund						
	<u>Fund Balance</u>						
	Beginning Fund Balance	294,016	168,508	168,508			
	Revenues	77,139	96,500	-			
	Expenses _	(202,646)	(129,000)				
	Revenue/Expense	(125,508)	(32,500)	-			
	Estimated Ending Fund Balance	168,508	136,008	168,508			
Revenues	<u>Revenues</u>						
Revenues 57-360-000	INTEREST	_	_		0%		
57-371-100	OTHER FUND SOURCE	647	500	-	0%	-	
57-381-300	STORMWATER USER FEES	83,041	100,000	-	0%	-	
57-381-301	BILLING ADJUSTMENTS	(6,549)	(4,000)	-	0%	-	
	Total Revenue	77,139	96,500	-	0%		
E7 400 400	DILLING SERVICES	4 503	3.000		00/		
57-490-406 57-490-444	BILLING SERVICES AUDIT SERVICES	1,593 2,000	2,000 2,000	-	0% 0%	-	
57-490-444	CONTINGENCY	2,000 1,565	2,000	-	0%	-	
57-495-495	TRANSFER OUT CAPITAL	197,488	125,000	-	0%	-	
	Total Expense	202,646	129,000	-	0%		
	· -	· · · · · · · · · · · · · · · · · · ·					

City of Balcones Heights Investment Report For the Month of October 2022

Account Type/Fund	Beginning Book Value	Annual Yield (%)	Deposits	Withdrawals	Interest Earned	Ending Balance	Monthly Yield (%)	Maturity Date (Date Available
Bank Cash								
FROST BANK								
Main Account	2,537,575.53	-	490,518.64	(1,085,546.33)	16.49	1,942,547.84		
Insurance ACH Account	103,789.67	-	718,935.24	(82,414.83)	-	740,310.08		
PEG Account	31,995.23	-	-	-	-	31,995.23		
Economic Development Corp	203,144.38	-	61,000.00	(134,675.09)		129,469.29		
Seized Cash	119,245.57	-	-	-	-	119,245.57		
Red Light Cameras	347,169.83	-	96,550.00	(94,044.59)	-	349,675.24		
Total Bank Cash	3,342,920.21	0.010	1,367,003.88	(1,396,680.84)	16.49	3,313,243.25	0.001	Immediately
Pool Investments								
TEXPOOL_								
General Fund	702,855.63	-	-	-	1,558.27	704,413.90		
Capital Fund	329,083.64	-	-	-	623.31	329,706.95		
Street Fund	111,370.68	-	-	-	623.31	111,993.99		
BHCCD Fund	107,560.25		-	-	311.65	107,871.90		
Total TexPool	1,250,870.20	2.98	•	-	3,116.54	1,253,986.74	0.249	Immediately
LONE STAR								
General Fund	858,167.79	-	-	-	1,175.16	859,342.95		
Capital Fund	151,201.65	-	-	-	1,175.17	152,376.82		
ATS Fund	307,068.92	-	-	-	587.59	307,656.51		
Hotel Fund	341,289.94	-	-	-	587.59	341,877.53		
Economic Incentive Fund	135,516.52		-	-	1,175.17	136,691.69		
Sewer Fund	335,516.52	-		- .	1,175.17	336,691.69		
Total Lone Star	2,128,761.34	3.30	-	•	5,875.85	2,134,637.19	0.275	Immediately
Total Pool Investments	3,379,631.54	3.18	•	-	8,992.39	3,388,623.93	0.265	
TOTAL PORTFOLIO	\$ 6,722,551.75	1.613	\$ 1,367,003.88	(1,396,680.84)	\$ 9,008.88	\$ 6,701,867.18	0.134	

Effective Federal Fund Rates

(Target interest rates)

Rate at 1 Oct 2022

3.08%

Rate at 31 Oct 2022

3.08%

Weighted Average Maturity

1 Day

(Time needed to liquidate all funds)

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

Lisa Merlo

Investment Officer

(date)

Floyd Messick

Finance Director

11.1.2022

(date)

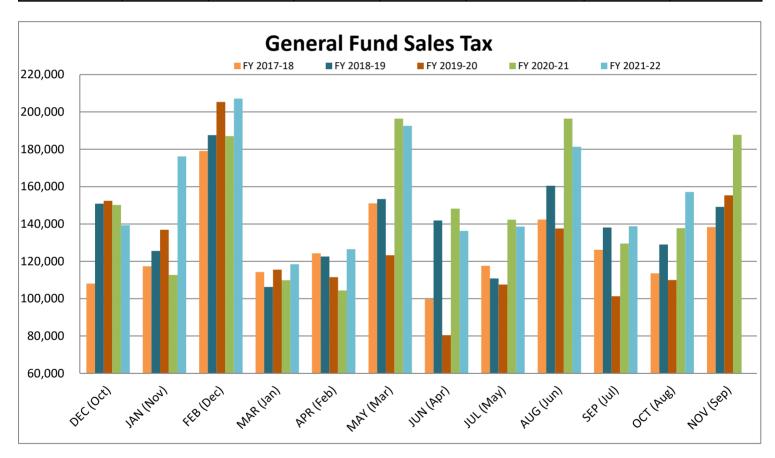
Gilbert Perales

Interim City Administrator

(date)

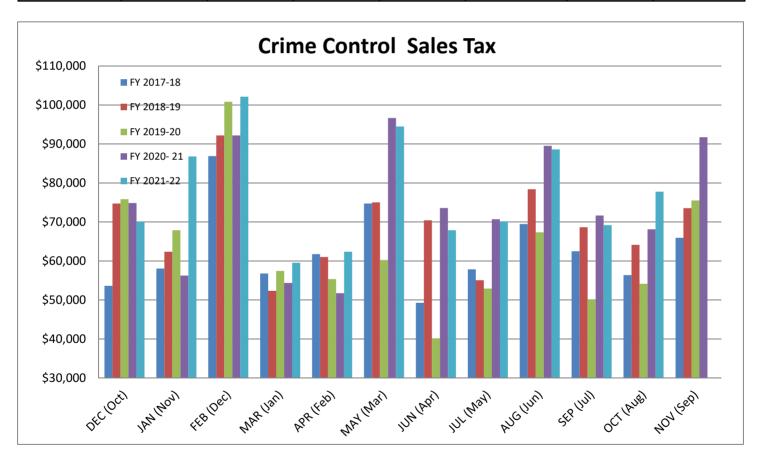
Sales Tax History General Fund

Month	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Change
DEC (Oct)	109,198	108,101	150,917	152,434	150,161	139,327	-7.2%
JAN (Nov)	121,173	117,322	125,539	136,870	112,720	176,213	56.3%
FEB (Dec)	176,319	179,080	187,559	205,326	187,083	207,125	10.7%
MAR (Jan)	95,326	114,257	106,299	115,517	109,911	118,495	7.8%
APR (Feb)	81,331	124,258	122,568	111,527	104,367	126,516	21.2%
MAY (Mar)	146,668	151,037	153,379	123,280	196,389	192,588	-1.9%
JUN (Apr)	107,707	99,718	141,878	80,442	148,210	136,310	-8.0%
JUL (May)	100,876	117,617	110,851	107,574	142,312	138,615	-2.6%
AUG (Jun)	147,434	142,392	160,464	137,603	196,420	181,332	-7.7%
SEP (Jul)	108,756	126,199	138,095	101,347	129,553	138,822	7.2%
OCT (Aug)	107,315	113,539	128,983	109,950	137,738	157,144	14.1%
NOV (Sep)	134,441	138,335	149,199	155,306	187,766		
Totals	\$ 1,436,544	\$ 1,531,856	\$ 1,675,730	\$ 1,537,176	\$ 1,802,629.27	\$ 1,712,486	6.0%



Sales Tax History BHCCD

Month	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020- 21	FY 2021-22	Change
DEC (Oct)	53,996	53,644	74,752	75,860	74,846	70,049	-6.4%
JAN (Nov)	59,911	58,065	62,357	67,885	56,237	86,801	54.3% 10.8%
FEB (Dec)	86,443	86,879	92,201	100,825	92,178	102,131	
MAR (Jan)	47,086	56,781	52,368	57,428	54,363	59,557	9.6%
APR (Feb)	49,380	61,750	61,015	55,338	51,731	62,356	20.5%
MAY (Mar)	71,910	74,732	75,026	60,227	96,676	94,478	-2.3%
JUN (Apr)	53,213	49,281	70,412	40,171	73,578	67,889	-7.7%
JUL (May)	49,773	57,847	55,069	52,917	70,707	70,096	-0.9%
AUG (Jun)	71,953	69,486	78,403	67,360	89,537	88,608	-1.0%
SEP (Jul)	53,763	62,506	68,672	50,039	71,670	69,197	-3.5%
OCT (Aug)	53,174	56,396	64,130	54,171	68,118	77,796	14.2%
NOV (Sep)	64,624	65,947	73,533	75,531	91,743		
Totals	\$ 715,225	\$ 753,315	\$ 827,936	\$ 757,752	\$ 891,385.79	\$ 848,958	6.2%



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Check Register History

	Vendor # 1 Vendor Nar CC-Transac Acc	Invoice # me ction CC-Vendor count Number	Description	PO Number Account D	1099 Liq CC-Card escription	Date Due Date Paid Number	Total Amoun Transaction CO Amount Act	nt Check-A # Trans-N C-Invoice ion	Acct Inv Date MMYY Claim-Number Project-Number
		10042022-2 E APPARATUS, LL		ZLE REPAIR &	E102A GAUGE Yes				10/13/2022
		-530-442		FLEET MAINTE	NANCE		300.00 Expe	ense	
***	Check-Numbe	er= 30537	Vendor Name=	ALAMO FIRE A	PPARATUS, LLC*	Check Date	= 10/13/2022	Check Amou	unt= 300.00***
	369 (ALAMO MAII No	63369 LING COMPANY*	NEWSLETTER	OCT-2022	No	10/13/2022 10/13/2022	355.7 3053	70 1 38 C 10/20	10/13/2022
		-900-452		NEWSLETTER			355.70 Expe	ense	
***	Check-Numbe	er= 30538	Vendor Name=	ALAMO MAILIN	G COMPANY*	Check Date	= 10/13/2022	Check Amou	unt= 355.70***
	305 4 COLONIAL S	4492989-0913088 SUPPLEMENTAL IN	PAYROLL WIT	'HHOLDINGS	No	10/13/2022 10/13/2022	3004.0 3053)2 1 39 C 10/20	10/13/2022 022
	10-	-120-300 -120-300 -120-300		INS. WITHHOLD INS. WITHHOLD INS. WITHHOLD	DING RECEIVABLE DING RECEIVABLE DING RECEIVABLE	2,	,474.36 Asse 188.54 Asse 341.12 Asse	et et et	
***	Check-Numbe	er= 30539	Vendor Name=	COLONIAL SUP	PLEMENTAL INSURAN	C Check Date	= 10/13/2022	Check Amou	unt= 3,004.02***
	4741 (EAGLE PRIN	070664 NT*	BUSINESS CA	ARDS GCANTU	No	10/13/2022 10/13/2022	140.0 3054	00 1 40 C 10/20	10/13/2022
		-415-498		OTHER EXPENS	ES		140.00 Expe	ense	
***	Check-Numbe	er= 30540	Vendor Name=	EAGLE PRINT*		Check Date	= 10/13/2022	Check Amou	unt= 140.00***
	310 2 GENERATION	20221012-1 NS FEDERAL CRED	PAYROLL WIT IT UNION*	'HHOLDINGS PR	#21 No	10/12/2022 10/13/2022	305.2 3054	25 1 41 C 10/20	10/12/2022
	10-	-215-600 -215-600 -215-600		CREDIT UNION CREDIT UNION CREDIT UNION	ALLOT. PAYABLE ALLOT PAYABLE ALLOT PAYABLE		106.00 Liak 100.00 Liak 99.25 Liak	oility oility oility	
***	Check-Numbe	er= 30541	Vendor Name=	GENERATIONS	FEDERAL CREDIT UN	I Check Date	= 10/13/2022	Check Amou	unt= 305.25***
	235 2 GOLD'S GYN	203122 ¶*	CORP MEMBEF	RSHIP OCT-202	2 No	10/12/2022 10/13/2022	91.9 3054	94 1 42 C 10/20	10/12/2022
		-215-800		GOLD'S GYM M	EMBERSHIP PAYABLE		91.94 Liak	oility	
***	Check-Numbe	er= 30542	Vendor Name=	GOLD'S GYM*		Check Date	= 10/13/2022	Check Amou	unt= 91.94***
	318 1 LOOMIS*	13108939	ARMORED CAF	RIER SERVICE	S No	10/13/2022 10/13/2022	520.0 3054	00 1 43 C 10/20	10/13/2022
		-410-424		PROFESSIONAL	SERVICES		520.00 Expe	ense	
***	Check-Numbe	er= 30543	Vendor Name=	LOOMIS*		Check Date	= 10/13/2022	Check Amou	unt= 520.00***
					21 No				10/12/2022
	10-	-215-450 -215-450		PEBSCO DEFER	RED COMP PLAN RED COMP PLAN		831.00 Liak .00 Liak	oility oility	
***	Check-Numbe	er= 30544	Vendor Name=	NATIONWIDE R	ETIREMENT SOLUTION	N Check Date	= 10/13/2022	Check Amou	unt= 831.00***

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Vendor # Invoice # Description Date Due Total Amount Check-Acct Inv Date

Vendor Name PO Number 1099 Liq Date Paid Transaction # Trans-MMYY Claim-Number

CC-Transaction CC-Vendor CC-Name CC-Card Number CC-Invoice Project-Number Account Number Account Description Amount Action 499 10/2022 PAYROLL WITHHOLDINGS 499 10/2022 PAYROLL WITHHOLDINGS 10/13/2022 6.50 1 10/13/2022 POLICE & FIREMENS INS. ASSN.* Yes 10/13/2022 30545 C 10/2022 INS. WITHHOLDING RECEIVABLE 10-120-300 6.50 Asset Check-Number= 30545 Vendor Name= POLICE & FIREMENS INS. ASSN.* Check Date= 10/13/2022 Check Amount= 6.50*** 10/12/2022 800.00 1 10/13/2022 30546 C 10/2022 6915 20221012-1 CLOTHING ALLOWANCE -NEW HIRE 1 10/12/2022 REYES, JOHN M.* 18-513-280 UNIFORM ALLOWANCE 800.00 Expense *** Check-Number= 30546 Vendor Name= REYES, JOHN M.* Check Date= 10/13/2022 Check Amount= 800.00*** 217 65449 NEW HIRE CLOTHING ALLOWANCE SAN ANTONIO CODE BLUE* 10/13/2022 122.00 1 10/13/2022 10/13/2022 30547 C 10/2022 24-420-280 UNIFORMS 122.00 Expense *** Check-Number= 30547 Vendor Name= SAN ANTONIO CODE BLUE* Check Date= 10/13/2022 Check Amount= 122.00*** 10/13/2022 165.00 1 10/13/2022 30548 C 10/2022 6899 6690 TMLSPONSOR SIGNS 1 10/13/2022 No SIGNARAMA* MEDIA/PUBLIC RELATIONS 10-920-491 165.00 Expense *** Check-Number= 30548 Vendor Name= SIGNARAMA* Check Date= 10/13/2022 Check Amount= 165.00*** 4702 20221013-1 HISPANIC TRAILS CULTURAL FESTIVAL 10/13/2022 5000.00 1 10/13/2022 SOCIEDAD CULTURAL HISPANO* Yes 10/13/2022 30549 C 10/2022 SOCIEDAD CULTURAL HISPANO* Yes 20-930-916 HISPANIC TRAILS CULTURAL EVENT 5,000.00 Expense *** Check-Number= 30549 Vendor Name= SOCIEDAD CULTURAL HISPANO* Check Date= 10/13/2022 Check Amount= 5,000.00*** 20221013-1 FY23 JC PROPERTY & LIABILITY INSURANCES 10/13/2022 9472.68 1 S MUNICIPAL LEAGUE* No 10/13/2022 30550 C 10/2022 1 10/13/2022 TEXAS MUNICIPAL LEAGUE* INSURANCE - PROPERTY INSURANCE - PROPERTY 5,932.00 Expense INSURANCE - GENERAL LIABILITY 3,540.68 Expense 18-513-460 18-513-462 *** Check-Number= 30550 Vendor Name= TEXAS MUNICIPAL LEAGUE* Check Date= 10/13/2022 Check Amount= 9,472.68*** 10/12/2022 155.00 1 10/12/2022 10/13/2022 30551 C 10/2022 250 20221012-1 PAYROLL CONTRIBUTIONS PR# MISSION SQUARE* No 155.00 Liability 10-215-470 ICMA COMP PLAN *** Check-Number= 30551 Vendor Name= MISSION SQUARE* Check Date= 10/13/2022 Check Amount= 155.00*** 20221013-1 BOND GPERALES 10/13/2022 200.00 1 10/13/2022 10/13/2022 No VICTOR INSURANCE MANAGERS INC.* 30552 C 10/2022 200.00 Expense 10-490-464 INSURANCE - EMPLOYEE BONDS *** Check-Number= 30552 Vendor Name= VICTOR INSURANCE MANAGERS INC. Check Date= 10/13/2022 Check Amount= 200.00***

Vendor # Invoice # Description Date Due Total Amount Check-Acct Inv Date
Vendor Name PO Number 1099 Liq Date Paid Transaction # Trans-MMYY Claim-Number
CC-Transaction CC-Vendor CC-Name CC-Card Number CC-Invoice Project-Number Account Number Account Description Amount Action 10/24/2022 35.36 1 10/24/2022 Yes 10/21/2022 30573 C 10/2022 220 980835 PAYROLL WITHHOLDINGS AFLAC* INS. WITHHOLDING RECEIVABLE 10-120-300 35.36 Asset Check Date= 10/21/2022 Check Amount= 35.36*** *** Check-Number= 30573 Vendor Name= AFLAC* 10/21/2022 40.00 1 10/21/2022 30574 C 10/2022 4207 20221021-1 REIMB MONTHLY PHONE 1 10/21/2022 No AGUILAR, HENRY* PHONE REIMBURSEMENTS 10-415-474 40.00 Expense *** Check-Number= 30574 Vendor Name= AGUILAR, HENRY* Check Date= 10/21/2022 Check Amount= 40.00*** 2180 INV06-015204 HOT ADMIN TX 10/24/2022 400.00 1 10/24/2022 Yes 10/21/2022 30575 C 10/2022 400.00 Expense 20-900-444 AUDIT SERVICES *** Check-Number= 30575 Vendor Name= AVENU MUNISERVICES, LLC* Check Date= 10/21/2022 Check Amount= 400.00*** 444.00 2475 9282022 ANIMAL INTAKE AND VET BILL 10/24/2022 10/24/2022 444.00 1 10/21/2022 30576 C 10/2022 CITY OF LIVE OAK* No 10-650-425 ANIMAL SERVICES CONTRACT 444.00 Expense *** Check-Number= 30576 Vendor Name= CITY OF LIVE OAK* Check Date= 10/21/2022 Check Amount= 444.00*** No 10/21/2022 4830.83 1 10/21/2022 No 10/21/2022 30577 C 10/2022 252 20221021-1 CVB RENT CROSSROADS MALL PARTNERS* 20-900-450 OFFICE RENT 10-900-450 OFFICE RENT 2,801.88 Expense 2,028.95 Expense *** Check-Number= 30577 Vendor Name= CROSSROADS MALL PARTNERS* Check Date= 10/21/2022 Check Amount= 4,830.83*** 10/24/2022 300.00 1 10/24/2022 Yes 10/21/2022 30578 C 10/2022 20221024-1 PD JMREYES EVAL KELLY SHANNON, PHD* 10-510-440 300.00 Expense MEDICAL SERVICES *** Check-Number= 30578 Vendor Name= KELLY SHANNON, PHD* Check Date= 10/21/2022 Check Amount= 300.00*** 10/21/2022 40.00 1 10/21/2022 10/21/2022 30579 C 10/2022 4492 20221021-1 REIMBURSE MONTHLY PHONE LARA, STEPHEN* No 40.00 Expense 10-415-474 PHONE REIMBURSEMENTS *** Check-Number= 30579 Vendor Name= LARA, STEPHEN* 229 401165 ANNUAL RENEWAL 11/01/22 TO 10/31/23 10/20/2022 LEADS ONLINE* Yes 10/21/2022 2261.00 1 10/20/2022 30580 C 10/2022 10-430-425 MAINTENANCE AGREEMENTS 2,261.00 Expense *** Check-Number= 30580 Vendor Name= LEADS ONLINE* Check Date= 10/21/2022 Check Amount= 2,261.00***

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	Vendor # Invoice # Vendor Name CC-Transaction CC-Vendor Account Number	Description PO Number 1099 CC-Name Account Description	Date Due Total Amount Check-Acct Liq Date Paid Transaction # Trans-MMYY CC-Card Number CC-Invoice n Amount Action	Inv Date Claim-Number Project-Number
	6878 20221020-1 LECEA-JR., JUAN M.*	2022 TML CONFERENCE No	10/20/2022 37.50 1 10/21/2022 30581 C 10/2022	10/20/2022
	10-405-492	TRAVEL	37.50 Expense	
***	Check-Number= 30581	Vendor Name= LECEA-JR., JUAN M.*	Check Date= 10/21/2022 Check Amount=	37.50***
	2804 20221021-1 MACKEY, RAY* No	REIMB MONTHLY PHONE	10/21/2022 40.00 1 10/21/2022 30582 C 10/2022	10/21/2022
	10-415-474	PHONE REIMBURSEMENTS	40.00 Expense	
***	Check-Number= 30582	Vendor Name= MACKEY, RAY*	Check Date= 10/21/2022 Check Amount=	40.00***
	2923 20221024-1 MARROQUIN, THOMAS* No	REIMB MONTHLY PHONE	10/21/2022 40.00 1 10/21/2022 30583 C 10/2022	10/21/2022
	10-415-474	PHONE REIMBURSEMENTS	40.00 Expense	
***	Check-Number= 30583	Vendor Name= MARROQUIN, THOMAS*	Check Date= 10/21/2022 Check Amount=	40.00***
	2970 20221021-1 MERLO, LISA* No		10/21/2022 40.00 1 10/21/2022 30584 C 10/2022	10/21/2022
	10-415-474	PHONE REIMBURSEMENTS	40.00 Expense	
***	Check-Number= 30584	Vendor Name= MERLO, LISA*	Check Date= 10/21/2022 Check Amount=	40.00***
	4210 20221021-1 MESSICK, FLOYD* No	REIMB MONTHLY PHONE	10/21/2022 40.00 1 10/21/2022 30585 C 10/2022	10/21/2022
	10-415-474	PHONE REIMBURSEMENTS	40.00 Expense	
***	Check-Number= 30585	Vendor Name= MESSICK, FLOYD*	Check Date= 10/21/2022 Check Amount=	40.00***
	250 20221024-1 MISSION SQUARE* No	CONTRIBUTION - DHARRIS No	10/24/2022 4529.00 1 10/21/2022 30586 C 10/2022	10/24/2022
		ICMA COMP PLAN	4,529.00 Liability	
***	Check-Number= 30586	Vendor Name= MISSION SQUARE*	Check Date= 10/21/2022 Check Amount=	4,529.00***
	1828 20221021-1 NASTASI, LORENZO* No	REIMB MONTHLY PHONE		10/21/2022
		PHONE REIMBURSEMENTS	40.00 Expense	
***	Check-Number= 30587	Vendor Name= NASTASI, LORENZO*	Check Date= 10/21/2022 Check Amount=	40.00***
	6911 20221019-1 PERALES, GILBERT T.*	2022 TML CONFERENCE REIMB. No	10/19/2022 72.38 1 10/21/2022 30588 C 10/2022	10/19/2022
	10-410-492	TRAVEL	72.38 Expense	
***	Check-Number= 30588	Vendor Name= PERALES, GILBERT T.*	Check Date= 10/21/2022 Check Amount=	72.38***
		FIREHOUSE PEST CONTROL SVCS * Yes	10/24/2022 185.00 1 10/21/2022 30589 C 10/2022	10/24/2022
	No 10-530-500	FACILITY MAINTENANCE	185.00 Expense	

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	Vendor	# Invoice # Name nsaction CC-Vendor Account Number		PO Number	1099	Liq	Date Due Date Paid Number	Transact	tion #	Trans-MMYY	Inv Date Claim-Number Project-Number
	6880 ROMNEY No	2404714 PEST CONTROL, LLC	JC BLDGE PI	EST CONTROL SVC	CS Yes		10/24/2022 10/21/2022	2	239.00 30589 C	1 10/2022	10/24/2022
		18-513-500		FACILITY MAINT	TENANCE			239.00	Expense		
***	Check-N	umber= 30589 7	Vendor Name=	ROMNEY PEST CO	ONTROL,	LLC*	Check Date=	= 10/21/2	2022 Ch	eck Amount=	424.00***
	162 RRGP* No	28038	MONTHLY IT				10/20/2022 10/21/2022	7(050.00 30590 C	1 10/2022	10/20/2022
		10-415-408		IT SERVICES			7,	050.00	Expense		
	162 RRGP* No	28053	INFINITE MO	ONTHLY CLOUD RE	ETENTION No	SVC OCT	10/20/2022 10/21/2022	2	437.50 30590 C	1 10/2022	10/20/2022
		10-415-408		IT SERVICES				437.50	Expense		
***	Check-N	umber= 30590 7	Vendor Name=	RRGP*			Check Date=	= 10/21/2	2022 Ch	eck Amount=	7,487.50***
		20221021-1 Z, DELIA R.*			No		10/21/2022 10/21/2022		40.00 30591 C	1 10/2022	10/21/2022
		10-415-474		PHONE REIMBURS	SEMENTS			40.00	Expense		
***	Check-N	umber= 30591 7	Vendor Name=	SANCHEZ, DELIA	A R.*		Check Date=	= 10/21/2	2022 Ch	eck Amount=	40.00***
	THAYER	20221021-1 , DENNIS*			No		10/21/2022		30592 C	10/2022	10/21/2022
		10-710-436		INSPECTION SEF	RVICES		1,	000.00	Expense		
***	Check-N	umber= 30592 7	Vendor Name=	THAYER, DENNIS	3*		Check Date=	= 10/21/2	2022 Ch	eck Amount=	1,000.00***
		20221021-1 DE, MIGUEL*	REIMB MONT		No		10/21/2022		30593 C	10/2022	10/21/2022
		10-415-474		PHONE REIMBURS	SEMENTS			40.00	Expense		
***	Check-N	umber= 30593 ¹	Vendor Name=	VALVERDE, MIGU	JEL*		Check Date=	= 10/21/2	2022 Ch	eck Amount=	40.00***
	2836 WONDER: No	10/1/2022 LAND OF THE AMERICA	WOTA B61 CO AS*	OMMON AREA MAIN	NT. OCT- Yes	2022	10/24/2022 10/21/2022	61	196.00 30594 C	1 10/2022	10/24/2022
		31-410-410		TRIPLE NET			6,	196.00	Expense		
***	Check-N	umber= 30594 7	Vendor Name=	WONDERLAND OF	THE AME	RICAS*	Check Date=	= 10/21/2	2022 Ch	eck Amount=	6,196.00***
		20221027-1 GABRIEL A.*	INSURANCE 1		No		10/27/2022 10/27/2022				10/27/2022
		18-120-300		INS. WITHHOLDI	ING RECE	IVABLE		47.42	Asset		
***	Check-N	umber= 30612 7	Vendor Name=	GALAN, GABRIEI	A.*		Check Date=	= 10/27/2	2022 Ch	eck Amount=	47.42***
		28769 S STAMPS 'N SIGNS*		MP COURT MMARIN	Ves		10/27/2022 10/27/2022				10/27/2022
		10-420-488		PRINTING				17.05	Expense		

Vendor # Invoice # Description Date Due Total Amount Check-Acct Inv Date
Vendor Name PO Number 1099 Liq Date Paid Transaction # Trans-MMYY Claim-Number
CC-Transaction CC-Vendor CC-Name CC-Card Number CC-C-Card Number Project-Number Account Number Amount Action Account Description OFFICE SUPPLIES 10-510-310 17.05 Expense 10-420-488 PRINTING 17.05 Expense *** Check-Number= 30613 Vendor Name= KATHY'S STAMPS 'N SIGNS* Check Date= 10/27/2022 Check Amount= 51.15*** 10/27/2022 24.29 1 10/27/2022 10/27/2022 30614 C 10/2022 6919 20221027-1 INSURANCE REIMB No MARIN, MICHELLE* INS. WITHHOLDING RECEIVABLE 10-120-300 24.29 Asset *** Check-Number= 30614 Vendor Name= MARIN, MICHELLE* Check Date= 10/27/2022 Check Amount= 24.29*** 10/27/2022 218.88 1 10/27/2022 10/27/2022 30615 C 10/2022 20221027-1 INSURANCE REIMBURSEMENT MONCIVIAS, MATTHEW* No 18-120-300 INS. WITHHOLDING RECEIVABLE 218.88 Asset *** Check-Number= 30615 Vendor Name= MONCIVIAS, MATTHEW* Check Date= 10/27/2022 Check Amount= 218.88*** 10/27/2022 12500.00 1 No 10/27/2022 30616 C 10/2022 20221027-1 CONTRACT PAYMENT OCT-22 12500.00 1 10/27/2022 PERALES, GILBERT T.* 12,500.00 Expense 10-410-424 PROFESSIONAL SERVICES *** Check-Number= 30616 Vendor Name= PERALES, GILBERT T.* Check Date= 10/27/2022 Check Amount= 12,500.00*** 4430 20221027-1 SUBSCRIPTION RENEWAL 10/27/2022 125.00 1 10/27/2022 Yes 10/27/2022 30617 C 10/2022 SAN ANTONIO BUSINESS JOURNAL* 125.00 Expense 10-410-488 PRINTING *** Check-Number= 30617 Vendor Name= SAN ANTONIO BUSINESS JOURNAL* Check Date= 10/27/2022 Check Amount= 125.00*** 10/27/2022 1500.46 1 10/27/2022 No 10/27/2022 30618 C 10/2022 260 20221027-1 COMBINED BILL SAN ANTONIO WATER SYSTEM* Nο 55.67 Expense 378.99 Expense 548.76 Expense 10-430-476 UTILITIES - WATER & SEWER 148.46 Expense 10-430-476 10-430-476 UTILITIES - WATER & SEWER 181.75 Expense UTILITIES - WATER & SEWER 29.50 Expense 10-430-476 157.33 Expense UTILITIES - WATER & SEWER Check Date= 10/27/2022 Check Amount= 1,500.46*** *** Check-Number= 30618 Vendor Name= SAN ANTONIO WATER SYSTEM* 10/27/2022 70.00 1 10/27/2022 30619 C 10/2022 4480 20221027-1 FIELD TRAINING REIMB 1 10/27/2022 SHAWN HOLMES* No 10-510-490 70.00 Expense TRAINING *** Check-Number= 30619 Vendor Name= SHAWN HOLMES* Check Date= 10/27/2022 Check Amount= 70.00***

6917 20221026-1 TEXAS SMARTBUY MEMBERSHIP RENEWAL 10/26/2022 100.00 1 10/26/2022 STATE COMPTROLLER* No 10/27/2022 30620 C 10/2022 MEMBERSHIP DUES 100.00 Expense 10-410-494 *** Check-Number= 30620 Vendor Name= STATE COMPTROLLER* Check Date= 10/27/2022 Check Amount= 100.00*** No 10/27/2022 61.98 1 10/27/2022 No 10/27/2022 30621 C 10/2022 5895 2498185 COBRA ADMIN FEE NOV-22 TASC* 10-410-424 PROFESSIONAL SERVICES 61.98 Expense *** Check-Number= 30621 Vendor Name= TASC* Check Date= 10/27/2022 Check Amount= 61.98*** 739 20221027-1 Worker's Comp, Liability & Property Ins 10/27/2022 147857.28 1 10/20/2022 TEXAS MUNICIPAL LEAGUE* No 10/27/2022 30622 C 10/2022 WORKERS COMPENSATION 1,000.00 Expense
WORKERS COMPENSATION 4,000.00 Expense
WORKERS COMPENSATION 8,395.74 Expense
WORKERS COMPENSATION 1,500.00 Expense
WORKERS COMPENSATION 37,000.00 Expense
WORKERS COMPENSATION 5,000.00 Expense
WORKERS COMPENSATION 100.00 Expense
WORKERS COMPENSATION 100.00 Expense
WORKERS COMPENSATION 100.00 Expense
WORKERS COMPENSATION 200.00 Expense
WORKERS COMPENSATION 3,000.00 Expense
WORKERS COMPENSATION 24,000.00 Expense
WORKERS COMPENSATION 300.00 Expense
WORKERS COMPENSATION 6,000.00 Expense
INSURANCE - PHYSICAL PROPERTY 5,377.26 Expense
INSURANCE - DEDUCTIBLE RESERVE .00 Expense 10-410-240 10-420-240 10-510-240 10-520-240 10-530-240 10-610-240 10-630-240 10-900-240 15-511-240 15-515-240 18-513-240 18-513-240 20-900-240 24-420-240 10-490-460 10-490-462 10-490-466 *** Check-Number= 30622 Vendor Name= TEXAS MUNICIPAL LEAGUE* Check Date= 10/27/2022 Check Amount= 147,857.28*** 351 PC4453 TWC ANNUAL ACCESS 10-22 TO 9-23 10/27/2022 1500.00 1 10/27/2022 TEXAS WORKFORCE COMMISSION* No 10/27/2022 30623 C 10/2022 10-430-425 MAINTENANCE AGREEMENTS 1,500.00 Expense *** Check-Number= 30623 Vendor Name= TEXAS WORKFORCE COMMISSION* Check Date= 10/27/2022 Check Amount= 1,500.00*** 10/27/2022 2664.06 1 10/27/2022 10/27/2022 30624 C 10/2022 265 10-2022 PAYROLL WITHHOLDINGS - STANDARD THE STANDARD* No INS. WITHHOLDING RECEIVABLE 10-120-300 330.97 Asset 10-410-210 MEDICAL 206.66 Expense 10-420-210 MEDICAL 90.66 Expense 260.71 Expense 10-510-210 MEDICAL MEDICAL 149.27 Expense 10-520-210 MEDICAL 614.40 Expense 10-530-210 MEDICAL 75.53 Expense 10-610-210 10-630-210 MEDICAL 60.15 Expense INS. WITHHOLDING RECEIVABLE 102.09 Asset 15-120-300 70.84 Expense 15-511-210 MEDICAL 15-515-210 36.54 Expense MEDICAL 18-120-300 INS. WITHHOLDING RECEIVABLE 200.72 Asset 18-513-210 MEDICAL 376.25 Expense 20-900-210 89.27 Expense

MEDICAL

Vendor # Invoice #DescriptionDate DueTotal Amount Check-AcctInv DateVendor NamePO Number1099 LiqDate PaidTransaction # Trans-MMYYClaim-NumberCC-Transaction CC-Vendor CC-NameCC-Card NumberCC-Card NumberCC-InvoiceProject-Number Account Number Account Description Amount Action *** Check-Number= 30624 Vendor Name= THE STANDARD* Check Date= 10/27/2022 Check Amount= 2,664.06*** 183 9917822622 CELL PHONES, TABLETS & HOTSPOTS 10/27/2022 1812.02 1 10/27/2022 VERIZON WIRELESS* No 10/27/2022 30625 C 10/2022 CELL PHONES & TABLETS 1,812.02 Expense 10-415-473 *** Check-Number= 30625 Vendor Name= VERIZON WIRELESS* Check Date= 10/27/2022 Check Amount= 1,812.02*** 2199 158 PD UNIT# BH08 FLAT REPAIR 10/30/2022 12.00 1 4G'S TIRES,TINT, & MUFFLERS* Yes 10/31/2022 30629 C 10/2022 1 10/30/2022 10-510-442 FLEET MAINTENANCE 12.00 Expense *** Check-Number= 30629 Vendor Name= 4G'S TIRES, TINT, & MUFFLERS* Check Date= 10/31/2022 Check Amount= 12.00*** 2313 546-10 FIRE EXT. ANNUAL MAINTENANCE INSPECTION 10/28/2022 141.85 1 10/28/2022 A-1 FIRE & SAFETY* Yes 10/31/2022 30630 C 10/2022 FACILITY MAINTENANCE 141.85 Expense 18-513-500 *** Check-Number= 30630 Vendor Name= A-1 FIRE & SAFETY* Check Date= 10/31/2022 Check Amount= 141.85*** 4296226245685 FIRE DEPT 102B DIESAL EXHAUST FLUID FRAM 10/30/2022 34.58 1 NCE AUTO PARTS* No 10/31/2022 30631 C 10/2022 1 10/30/2022 ADVANCE AUTO PARTS* 10-530-442 34.58 Expense FLEET MAINTENANCE 264 4296227421569 PD UNIT#BH04 OIL AND PRESTONE 10/30/2022 42.83 1 10/30/2022 10/31/2022 30631 C 10/2022 ADVANCE AUTO PARTS* 10-510-442 FLEET MAINTENANCE 15.19 Expense 10-510-335 FLEET FUEL 27.64 Expense 10/30/2022 4.13 1 10/31/2022 30631 C 10/2022 4296228046054 FD PRIME GUARD WASHER FLUID 4.13 1 10/30/2022 ADVANCE AUTO PARTS* No 10-530-442 FLEET MAINTENANCE 4.13 Expense 10/30/2022 133.99 1 10/30/2022 10/31/2022 30631 C 10/2022 264 4296228622088 PD UNIT#BH02 BATTERY ADVANCE AUTO PARTS* No 10-510-442 FLEET MAINTENANCE 133.99 Expense *** Check-Number= 30631 Vendor Name= ADVANCE AUTO PARTS* Check Date= 10/31/2022 Check Amount= 215.53*** 6006 LI-8876 INVESTIGATION LAB CASE#2232561 10/28/2022 BEXAR COUNTY CLERK* No 10/31/2022 452.00 1 10/28/2022 30632 C 10/2022 10-510-438 LABORATORY SERVICES 452.00 Expense 10/28/2022 10/28/2022 60.00 1 10/28/2022 10/31/2022 30632 C 10/2022 6006 LI-8877 INVESTIGATION LAB CASE#2233219
BEXAR COUNTY CLERK* No 60.00 Expense 10-510-438 LABORATORY SERVICES *** Check-Number= 30632 Vendor Name= BEXAR COUNTY CLERK* Check Date= 10/31/2022 Check Amount= 512.00***

Vendor # Invoice # Description Date Due Total Amount Check-Acct Inv Date
Vendor Name PO Number 1099 Liq Date Paid Transaction # Trans-MMYY Claim-Number
CC-Transaction CC-Vendor CC-Name CC-Card Number CC-C-Card Number Project-Number Account Number Amount Action Account Description 4741 070731 BUSINESS CARD GPERALES 10/30/2022 140.00 1 10/30/2022 EAGLE PRINT* No 10/31/2022 30633 C 10/2022 PRINTING 10-410-488 140.00 Expense *** Check-Number= 30633 Vendor Name= EAGLE PRINT* Check Date= 10/31/2022 Check Amount= 140.00*** 2103 0000035832 PD UNIT#BH01 TIRE PACKAGE 10/30/2022 333.40 1 10/30/2022 GOODYEAR AUTO SERVICE CENTER* No 10/31/2022 30634 C 10/2022 10-510-442 FLEET MAINTENANCE 333.40 Expense *** Check-Number= 30634 Vendor Name= GOODYEAR AUTO SERVICE CENTER* Check Date= 10/31/2022 Check Amount= 333.40*** 6865 39146 PD UNIT#BH02 FRNT PASSENGER DOOR ACTUATO 10/30/2022 555.09 1 10/30/2022 MYFLEETCENTER* 10/31/2022 30635 C 10/2022 10-510-442 555.09 Expense FLEET MAINTENANCE 6865 39155 PD UNIT#BH04 SURGE HOSE REPAIR 10/30/2022 169.99 1 10/30/2022 MYFLEETCENTER* No 10/31/2022 30635 C 10/2022 10-510-442 FLEET MAINTENANCE 169.99 Expense 6865 39716 PD UNIT#BH03 RADIATOR REPAIR/ENGINE COOL 10/30/2022 1102.95 1 10/30/2022 MYFLEETCENTER* No 10/31/2022 30635 C 10/2022 10-510-442 FLEET MAINTENANCE 1,102.95 Expense *** Check-Number= 30635 Vendor Name= MYFLEETCENTER* Check Date= 10/31/2022 Check Amount= 1,828.03*** 659 268788895001 CRT, ADM, SUPP RM, DISP, PTRL & ATS SUPP 10/30/2022 545.02 1 10/30/2022 OFFICE DEPOT, INC.* Yes 10/31/2022 30636 C 10/2022 10-420-310 10-410-310 142.01 Expense OFFICE SUPPLIES 231.05 Expense OFFICE SUPPLIES 10-520-310 OFFICE SUPPLIES 85.98 Expense 10-510-310 OFFICE SUPPLIES 42.99 Expense 15-515-310 OFFICE SUPPLIES 42.99 Expense *** Check-Number= 30636 Vendor Name= OFFICE DEPOT, INC.* Check Date= 10/31/2022 Check Amount= 545.02*** RING 10/30/2022 65.00 1 10/30/2022 No 10/31/2022 30637 C 10/2022 2222 41198 CI SECURITY MONITORING OMNIBUS-M, INC.* ZU-YUU-4/4 SECURITY ALARM SERVICE 10-900-474 SECURITY ALARM MONITORING CO. 40.00 Expense SECURITY ALARM SERVICE 40.00 Expense SECURITY ALARM MONITORING SVC 25.00 Expense *** Check-Number= 30637 Vendor Name= OMNIBUS-M, INC.* Check Date= 10/31/2022 Check Amount= 65.00*** 6858 313070469 JC BLDG HVAC CIRCUIT BREAKER TO UNIT TRI 10/30/2022 690.00 1 10/30/2022 10/31/2022 30638 C 10/2022 TRANE* Nο 18-513-500 FACILITY MAINTENANCE 690.00 Expense Check Date= 10/31/2022 Check Amount= 690.00*** *** Check-Number= 30638 Vendor Name= TRANE*

Vendor # Invoice # Vendor Name CC-Transaction CC-Vendor Account Number	Description PO Number 1099 Liq CC-Name CC-Card Account Description	Date Due Total Amount Check-Acct Date Paid Transaction # Trans-MMYY Number CC-Invoice Amount Action	Inv Date Claim-Number Project-Number
144 20221021-1 STATE TREASURER* No	STATE CRIMINAL COSTS & FEES 3Q2022 No	10/21/2022 75191.51 1 10/21/2022 7364336 C 10/2022	10/21/2022
10-210-217 10-210-217 10-210-218 10-210-219 10-210-223 10-210-309 10-210-313 10-210-319 10-210-320 10-210-322	DUE TO STATE - STF (\$30.00) DUE TO STATE - CF (\$40.00) DUE TO STATE - SJRF (\$4.00) DUE TO STATE - TPF (\$2.00) DUE TO STATE - TLFTA (\$20.00) DUE TO STATE - TPF (\$12.50) DUE TO STATE - JS (\$5.40)	396.21 Liability 185.69 Liability 1,446.32 Liability 520.72 Liability 536.85 Liability 183.72 Liability	
*** Check-Number= 7364336	Vendor Name= STATE TREASURER*	Check Date= 10/21/2022 Check Amount=	75,191.51***
144 20221021-2 STATE TREASURER* No	CHILD SAFETY AND SEAT BELT FINES No	10/21/2022 56.25 1 10/21/2022 7364337 C 10/2022	10/21/2022
10-210-324	DUE TO STATE - 50% S/B FINE	56.25 Liability	
*** Check-Number= 7364337	Vendor Name= STATE TREASURER*	Check Date= 10/21/2022 Check Amount=	56.25***
258 10/2022 UNITED HEALTHCARE* No		10/24/2022 40954.43 1 10/24/2022 10132022 C 10/2022	10/24/2022
10-120-300 10-120-301 10-410-210 10-420-210 10-510-210 10-520-210 10-530-210 10-610-210 10-630-210 10-410-498 57-120-300 57-411-210 15-120-300 15-511-210 18-120-300 18-513-210 20-120-300 20-900-210	INS RECEIVABE - COBRA/RETIREES MEDICAL MEDICAL MEDICAL MEDICAL MEDICAL MEDICAL MEDICAL OTHER EXPENSE INS WITHHOLDING RECEIVABLE MEDICAL INS. WITHHOLDING RECEIVABLE MEDICAL MEDICAL INS. WITHHOLDING RECEIVABLE MEDICAL	1,579.62 Asset 2,216.76 Expense 2,216.76 Expense 4,433.52 Expense 3,148.46 Expense 9,771.78 Expense 1,477.84 Expense -225.00 Expense .00 Asset .00 Expense 51.01 Asset 1,477.84 Expense 51.01 Asset 1,477.84 Expense 37.89 Expense 2,355.43 Asset 5,002.87 Expense 705.09 Asset 776.81 Expense	
*** Check-Number= 10132022	Vendor Name= UNITED HEALTHCARE*	Check Date= 10/24/2022 Check Amount=	40,954.43***
4458 77783906 DE LAGE LANDEN FINANCIAL No	COPIER LEASES OCT-2022 SERVICES* No	10/24/2022 1250.30 1 10/24/2022 77783906 C 10/2022	10/24/2022
	CONTRACTED SERVICES	1,250.30 Expense	
*** Check-Number= 77783906	Vendor Name= DE LAGE LANDEN FINANCIAL SERVI	Check Date= 10/24/2022 Check Amount=	1,250.30***
301 OCT-2022 SECURITY ONE* No	IMPOUND LOT MONITORING OCT-22 No	10/13/2022 44.95 1 10/13/2022 1013202200 C 10/2022	10/13/2022
	SECURITY MONITORING	44.95 Expense	
*** Check-Number= 1013202200	Vendor Name= SECURITY ONE*	Check Date= 10/13/2022 Check Amount=	44.95***

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Check Register History

Date Due Total Amount Check-Acct Inv Date
PO Number 1099 Liq Date Paid Transaction # Trans-MMYY Claim-Number Vendor # Invoice # Description Vendor Name CC-Card Number CC-Invoice Project-Number CC-Transaction CC-Vendor CC-Name Account Number Amount Action Account Description *** Bank Account Activity By Fund *** Fund Description Cash-Account-Number Total GENERAL FUND 10-101-000 257,862.51 *** Bank Account Activity By Fund *** Fund Description Cash-Account-Number Total TRAFFIC SAFETY FUND 15-101-000 15,106.99 *** Bank Account Activity By Fund *** Fund Description Cash-Account-Number Total CRIME CONTROL DISTRICT FUND 18-101-000 44,913.97 *** Bank Account Activity By Fund *** Cash-Account-Number Total Fund Description COURT SECURITY/TECHNOLOGY FUND 24-101-000 6,122.00 *** Bank Account Activity By Fund *** Fund Description Cash-Account-Number Total HOTEL AND MOTEL TAX FUND 20-101-000 10,113.05

*** Bank Account Activity By Fund ***

Fund Description Cash-Account-Number Total ECONOMIC DEVELOPMENT CORP 31-101-000 6,196.00 CITY OF BALCONES HEIGHTS

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44.95

340,359.47

Date Due Total Amount Check-Acct Inv Date
PO Number 1099 Liq Date Paid Transaction # Trans-MMYY Claim-Number Vendor # Invoice # Description Vendor Name CC-Transaction CC-Vendor CC-Name CC-Card Number CC-Invoice Project-Number Account Number Account Description Amount Action *** Bank Account Activity By Fund *** Fund Description Cash-Account-Number Total STORMWATER UTILITY 57-101-000 .00 *** Bank Account Activity By Fund *** Fund Description Cash-Account-Number Total

22-101-000

*** Grand Totals ***

IMPOUND FUND

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALCONES HEIGHTS, TEXAS, REQUESTING A REFERENDUM ON THE CONTINUATION OF THE BALCONES HEIGHTS CRIME CONTROL AND PREVENTION DISTRICT.

WHEREAS, the City of Balcones Heights, Texas ("City") is a General Law city acting under its authority pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, on September 19, 1998, the citizens of the City voted to establish a Crime Control and Prevention District (the "District") within the City levying a local sales and use tax at a rate of ONE-HALF OF ONE PERCENT; and

WHEREAS, Chapter 363, Texas Local Government Code, provides that a District expires or is dissolved five (5), ten (10), fifteen (15), or twenty (20) years after the election that created the District if no continuation referendum is held; and

WHEREAS, on two (2) separate elections, the citizens of the City voted to continue the District within the City for an additional twenty-five (25) years and is set to expire in December 2023; and

WHEREAS, Section 363.251, Texas Local Government Code, authorizes the City Council (the "Council), after public hearing, by resolution to request that the Board of Directors of the District (the "Board") to order a referendum on whether to continue the District within the City; and

WHEREAS, Section 363.2515 of the Texas Local Government Code allows a District to be continued for a period of five (5), ten (10), fifteen (15), or twenty (20) years; and

WHEREAS, after the Council public hearing held on November 14th to receive public input, the Council desires to request that the Board publish notice, conduct a public hearing and order a referendum on the continuation of the District and sales tax for a period of up to twenty (20) years.

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 requests that the Board of Directors of the Balcones Heights Crime Control and Prevention District publish notice, conduct a public hearing and order a referendum to be held on May 8, 2023, for the continuation of the Balcones Heights Crime Control and Prevention District and the extension of a local sales and use tax for a period of twenty (20) years, as authorized by Subchapter F of Chapter 363, Texas Local Government Code, so that the Balcones Heights Crime Control and Prevention District will be continued through the year 2043 if the continuation is approved by a majority of voters in the election held on May 8, 2023.

SECTION 2. *Recitals.* The legislative findings referenced above are hereby approved.

SECTION 3. *Effective Date.* This Resolution shall become effective upon the approval by the City Council of the City of Balcones Heights, Texas.

PASSED AND APPROVED this 14th day of November, 2022.

	CITY OF BALCONES HEIGHTS TEXAS:
	Suzanne de Leon, Mayor
ATTEST:	
Delia Sanchez, City Secretary	



STAFF REPORT

Requestor: Gilbert Perales

Department: City Administrator

Date of Meeting: 11/14/2022

Subject: Resolution

recommending continuation of BHCCPD and directing BHCCPD to call a Public Hearing for

Referendum to continue District

for 20 years.

Caption:

Pursuant to Local Government Code, Title 11, Subtitle C, Chapter 363, Subchapter F. Referendum on Continuation or Dissolution of District, consider a Resolution recommending the continuation of the BHCCPD for a period of 20 years and directing the City of Balcones Heights' Crime Control and Prevention District to hold a Public Hearing to consider adding a referendum to the May 2023 Election Ballot to seek the continuation of the BHCCPD for a period of twenty (20) years.

Background:

On September 19, 1998, the City Council of the City of Balcones Heights included a referendum for the consideration to authorize the utilization of sales tax funds to subsidize the creation of the City's Crime Control and Prevention District. The citizens of the City of Balcones Heights authorized the appropriation of ½ cent sales tax for the creation of the Balcones Heights' Crime Control and Prevention District for an initial period of two (2) years. After additional extensions for reauthorization, on May 3, 2003, the Citizens reauthorized the continuation of the program for an additional twenty (20) years, effective January 1, 2004, ending December 31, 2023. In order for the city to extend the tax, the City Council must adopt a Resolution requesting a continuation of the tax. If the Council Resolution is adopted, the Crime Control District must publish notice and hold a public hearing on whether to continue the tax. If Crime Control District adopts a Resolution calling for an election to continue the tax, the City must call for May 2023 election before February 17, 2023

Fiscal	l Im	pac	t:

No costs associated with this item.

Recommendation:

Approval

Attachment(s):

Resolution

CONTRACT ASSIGNMENT CONSENT AGREEMENT City of Balcones Heights, Texas Solid Waste Collection and Disposal Services Contract and Municipal Franchise Contract

This Contract Assignment Consent Agreement (the "Assignment"), by and among the City of Balcones Heights Texas, ("City"), a Texas municipality and political subdivision of the State of Texas and C-6 Disposal Systems Inc., a Texas corporation, ("C-6 Disposal"), serves as written consent by City for C-6 Disposal to assign the current Development Agreement, attached hereto as Exhibit A, (the "Agreement"), from C-6 Disposal Systems Inc., (the "Assignor"), to BFI Waste Services of Texas, LP, ("Republic") a Delaware partnership (the "Assignee"). C-6 Disposal Systems Inc.

WITNESSETH:

WHEREAS, the Assignor and City of Balcones Heights, are parties to Solid Waste Collection and Disposal Services Contract and Municipal Franchise Contract dated as of August 26, 2019, the "Agreement"); and

WHEREAS, pursuant to Article XXV of the Agreement, Assignor, per this Assignment, wishes to assign to the Assignee all of Assignor's rights, powers, liabilities, obligations, duties, and responsibilities and benefits under the Agreement, including, without limitation, Assignor's contractual obligation to provide for the collection, removal and disposal of solid waste in the City for the remainder of the Primary Term, September 30, 2024; (as defined in the Agreement); and

WHEREAS, all terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Agreement; and

WHEREAS, Assignor has completed three years of service under the Agreement and therefore the City will be releasing the Assignor and Assignee, after the effective date of the Assignment shall be obligated for the discharge and performance of any and all duties and obligations to be performed and/or discharged by Assignee thereunder from and after the effective date; and

WHEREAS, per Article XXV of the Agreement, the City must agree to the Assignment of the Agreement from C-6 Disposal Systems Inc., to BFI Waste Services of Texas, LP.;

NOW, THEREFORE, in consideration of the terms set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby confirmed, the Assignor agrees as follows:

SECTION 1. <u>Assignment.</u> In accordance with Article XXV of the Agreement, the City hereby assigns and delegates from C-6 Disposal Systems Inc., to Republic the Agreement executed between the City and C-6 Disposal Systems to provide for the collection, removal and disposal of solid waste in the City for the remainder of the Primary Term, September 30, 2024. Republic hereby assumes all obligations and Republic acknowledges this Assignment is subject

in all respects to the terms and conditions of the original Agreement approved by the City and C-6 Disposal Systems. Nothing contained in this Assignment shall be deemed to supersede any of the representations, warranties, covenants or other agreements contained in the original Agreement. To the extent any provision of this Assignment is inconsistent with the original Agreement and Amendment, the provisions of the original Agreement shall control unless hereby amended by this Agreement or future Amendment.

- **SECTION 2.** <u>Authorization of the Assignee</u>. The Assignor hereby irrevocably authorizes and empowers the Assignee or its agent, to assert, either directly or on behalf of the Assignor, any right, privilege or claim the Assignor may from time to time have under the Agreement, as the Assignee may deem proper.
- SECTION 3. <u>Continued Effectiveness</u>. This Assignment shall continue in effect until all terms and conditions of the Agreement have been fully completed by Assignee and accepted by City. Per the Agreement, the parties have the right to extend the Primary Term of the Agreement for the Secondary Term as authorized by the Agreement.
- SECTION 4. <u>Applicable Law; Successors and Assigns</u>. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF TEXAS AND SHALL BE BINDING UPON THE PARTIES THERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.
- SECTION 5. Obligations. The Assignee expressly acknowledges and agrees that it shall now be liable under the Agreement to observe and perform all of the conditions and obligations therein contained to be observed and performed by it, including but not limited to Indemnification and Insurance. As of the effective date of this Assignment, neither this Assignment shall cause the Assignor to be under any obligation or liability in any respect whatsoever to any party to the Agreement for the observance or performance of any of the representations, warranties, conditions, covenants, agreements or terms therein contained unless expressly assumed by the Assignor.
- **SECTION 6.** Representations and Warranties. As a material inducement, the Assignor makes the following representations and warranties:
- (a) <u>Authorization</u>. The execution, delivery and performance by the Assignor of this Assignment have been duly authorized by all necessary action on the part of the Assignor and do not require any approval or consent of any other person, except for the consent of the City and approvals or consents which have been duly obtained and are in full force and effect; and
- (b) <u>Subject Agreement</u>. (i) The Agreement is in full force and effect in accordance with its terms, (ii) as of the date hereof, to the knowledge of the Assignor, there are no defaults thereunder and (iii) the Assignor has not otherwise assigned, mortgaged, pledged, transferred or hypothecated the Assignor's right, title and interest in and to the Agreement.

SECTION 7. General.

(a) <u>Notices</u>. All notices and other communications provided to any party hereto under this Agreement shall be in writing, shall be delivered by hand or overnight courier service,

mailed by certified or registered mail or sent by telecopier, and addressed to such party as follows:

If to the Assignor: C-6 Disposal Systems, Inc

Attn: Jorge Cantu, President

P.O. Box 160489

San Antonio, Texas 78280

If to the Assignee: Republic Services of San Antonio

Attn: General Manager 4542 SE Loop 410 San Antonio, TX 78222

If to City: City of Balcones Heights

3300 Hillcrest.

Balcones Heights, Texas 78201 Attn: City Administrator

The above parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent. Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient).

- (b) Entire Agreement. This Agreement constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, written or oral, with respect thereto.
- (c) <u>Counterparts.</u> This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same agreement.
- (d) <u>Headings Descriptive</u>. The headings of the several sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.
- (e) <u>Severability</u>. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.
- (f) <u>Amendment, Waiver</u>. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the parties hereto.

- (g) <u>Survival</u>. All agreements, statements, representations and warranties made by the Assignor herein shall be considered to have been relied upon by the Assignee and shall survive the execution and delivery of this Agreement.
- (h) <u>No Waiver; Remedies Cumulative</u>. No failure or delay on the part of the Assignee in exercising any right, power or privilege hereunder and no course of dealing between the Assignor and the Assignee shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other exercise, or the further exercise, of any other right, power or privilege hereunder. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies which the Assignee or the Assignor would otherwise have.

IN WITNESS WHEREOF, this instrument has been duly executed and delivered as of the date first written above.

ASSIGNOR OF ORIGINAL AGREEMENT

C-6 Disposal Systems Inc., a Texas corporation,

Name: Jorge Cantu Title: President
ASSIGNEE ACCEPTANCE OF ASSIGNMENT OF ORIGINAL AGREEMENT BFI Waste Services of Texas, LP, ("Republic")
By:
Name:
Title:

CONSENT TO ASSIGNMENT

The City of Balcones Heights, Texas, a municipal corporation located in Bexar County, Texas, hereby acknowledges the terms of the foregoing Assignment of the Solid Waste Collection and Disposal Services Contract and Municipal Franchise Contract. and consents thereto.

IN WITNESS WHEREOF, the undersigned has executed this Consent to Assignment as of the date of such Assignment.

City of Balcones Heights, Texas

	By:
	Suzanne de Leon
	Mayor
ATTEST:	
Delia R. Sanchez	
City Secretary	

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALCONES HEIGHTS, TEXAS AUTHORIZING THE CITY TO CONSENT TO THE ASSIGNMENT OF THE SOLID WASTE COLLECTION AND DISPOSAL SERVICES CONTRACT FROM C-6 DISPOSAL SYSTEMS, INC., A TEXAS CORPORATION, TO BFI WASTE SERVICES OF TEXAS, LP, A DELAWARE PARTNERSHIP ("REPUBLIC"); AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED; PROVIDING FOR SEVERABILITY; REPEALING ANY OTHER RESOLUTIONS, OR PARTS OF RESOLUTIONS, AND OTHER PROVISIONS IN CONFLICT HEREWITH; INCORPORATING RECITALS; AND SETTTING AN EFFECTIVE DATE.

WHEREAS, the City of Balcones Heights Texas ("City") desires to ensure that the solid waste collection and disposal, services provided exclusively within the corporate limits of the City continues uninterrupted and remains regulated in such a manner that is beneficial to the public health, safety and welfare of the City's residents; and

WHEREAS, C-6 Disposal Systems, Inc., a Texas corporation, ("Assignor") is a party to the Solid Waste Collection and Disposal Services Contract and Municipal Franchise Contract ("Agreement") by and between the City dated as of August 26, 2019; and

WHEREAS, Article XXV of the Agreement requires Assignor to obtain written consent from City if it wishes to assign the Agreement; and

WHEREAS, Assignor is the present owner of all rights and obligations under the Solid Waste Collection and Disposal Services Contract and Assignor agrees to assign BFI Waste Services of Texas, LP, a Delaware partnership dba Republic Services of San Antonio (hereinafter referred to as "Assignee") all of its rights, title, and interest under the Solid Waste Collection and Disposal Services Agreement described in Exhibit A; and

WHEREAS, Assignee is willing to accept the entire right, title and interest of Agreement from Assignor as of the date of the Assignment, and hereby assumes the covenants, agreements and obligations of Assignor under the terms of the Agreement which are applicable and required to be performed, from and after the date of the Assignment; and

WHEREAS, under Article XXV of the Agreement, the City shall acknowledge and consent of the Assignment if Assignee is willing to accept, without limitation all duties and obligations of Assignor for the Property under the Agreement and Assignor is not in default under the terms of the current Agreement;

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

SECTION 1. *Findings.* The Balcones Heights City Council finds that Assignor is not in default under the terms of the Agreement and acknowledges that Assignee is willing to accept, without limitation all duties and obligations of Assignor under the Agreement, pursuant to the terms of the Assignment described in **Exhibit A**.

SECTION 2. <u>Authorizations.</u> The Balcones Heights City Council hereby consents to the Assignment and authorizes the Mayor to execute all of the documents related to the assignment of the Solid Waste Collection and Disposal Services Contract and Municipal Franchise from C-6 Disposal Systems, Inc., a Texas corporation to BFI Waste Services of Texas, LP, a Delaware partnership.

SECTION 3. *Recitals.* The legislative findings referenced above are hereby approved.

SECTION 4. <u>Severability.</u> Should any article, section, part, paragraph, sentence, phrase, clause, or word of this Resolution, or any exhibit thereof, for any reason be held illegal, inoperative, or invalid, or if any exception to or limitation upon any general provisions herein continue to be held unconstitutional or invalid or ineffective, the remainder shall, nevertheless, stand effective and valid as if it had been enacted and ordained without the portion held to be unconstitutional or invalid or ineffective.

SECTION 5. <u>Repealer.</u> All resolutions and other provisions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 6. <u>Effective Date.</u> This Resolution shall become effective upon the approval by the City Council of the City of Balcones Heights, Texas.

PASSED AND APPROVED this 14th day of November, 2022.

	CITY OF BALCONES HEIGHT TEXAS:	S,
ATTEST:	Suzanne de Leon, Mayor	
Delia Sanchez, City Secretary		



STAFF REPORT

Requestor: Gilbert Perales

Department: City Administrator

Date of Meeting: 11/14/2022 Subject: Assignment of Waste

Disposal Contract

Caption:

Discussion and action to consider a Resolution for the assignment of the City of Balcones Heights' current Waste Disposal contract from our current provider, C6 Waste Disposal, to Republic Services, second largest provider of waste disposal in the United States. The proposed action guarantees all terms and conditions currently included in the existing contract.

Background:

The City of Balcones Height's Waste Disposal contractor, C-6, has been providing waste disposal services to the community of Balcones Heights, under the existing contract, since October 1, 2019. C-6 Waste Disposal has been acquired by Republic Services and under the terms of the existing contract is seeking an assignment of said contract.

Fiscal Impact:

No impact to current budget.

Recommendation:

Approval

Attachment(s):

Existing agreement. Assignment agreement. Resolution.

RESOLUTION 2019-11

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BALCONES HEIGHTS, TEXAS EXECUTING A FIVE-YEAR SOLID WASTE COLLECTION AND DISPOSAL SERVICES CONTRACT AND MUNICIPAL FRANCHISE CONTRACT WITH C-6 DISPOSAL SYSTEMS AND OTHER MATTERS IN CONNECTION THEREWITH

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 C-6 Disposal Systems, Inc. to provide for the collection, removal, and disposal of solid waste in the City; and

WHEREAS, 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, THEREFORE, 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:

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

Section 1. The City Council hereby authorizes the approval of the 5-year contract for Solid Waste Services and Municipal Franchise with C-6 Disposal Systems, Inc., attached as Exhibit A.

Section 2. 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.

Section 3. All resolutions, 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.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. 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.

Section 6. 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.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED AND RESOLVED in Balcones Heights, Texas this the 26th day of August, 2019.

Suzanne de Leon

MAYOR

ATTEST:

lia L. Sarchez Delia R. Sanchez

City Secretary

SOLID WASTE COLLECTION AND DISPOSAL SERVICES CONTRACT & MUNICIPAL FRANCHISE CONTRACT

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 C-6 Disposal Systems, Inc. (the "Contractor"), sometimes collectively referred to as the Parties, acting by and through their respective authorized officers.

RECITALS

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 C-6 Disposal Systems, Inc. to provide for the collection, removal, and disposal of solid waste in the City; and

WHEREAS, 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, THEREFORE, 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, 2019 and terminate on September 30, 2024 ("Primary Term"); provided, however, this Contract may be extended after the initial five (5) year Primary Term for three (3) successive three (3) 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 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.

SOLID WASTE COLLECTION AND DISPOSAL SERVICES CONTLACT & MUNICIPAL FRANCHISE CONTRACT

38.38

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- 1.2 The Schedule of Ra 2s, attached hereto as "Exhibit A" and referenced hereafter, shall not be amended or safject to Consumer Price Index adjustments for a period of one (1) year from the effective late 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. <u>Bag:</u> 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 filled.
- b. <u>Brush Items:</u> 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. 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.
- c. <u>Bulky Items and White Goods:</u> 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 terms do 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. <u>Bundle:</u> 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.

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The following definitions shall apply with respect to this Contract.

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- b. <u>Brush Irons:</u> Solid waste comprised of undergrowth, small trees, and shrubs personally cut / trimmed by the owner of the same parcol and placed curbside for regularly-scheduled brush item pickup. 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.
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- d. <u>Bundle:</u> Plant, trin mings and newspaper and magazine stacks securely fied together forming an easily handled package not exceeding four feet (4') in length and weighing no me a than thirty-five pounds (35 lbs.) per bundle.

- e. <u>Commercial:</u> 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. <u>Commercial and Industrial Units:</u> 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. <u>Commercial Container</u>: 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. <u>Commercial Hand-Load Customer:</u> 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. <u>Construction and Remodeling Debris:</u> 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. <u>Container:</u> 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. <u>Curbside:</u> That portion of the public right-of-way adjacent to paved or traveled municipal roadways, with our without curbing, and extending to the front property line.
- 1. <u>Dead Animal</u>: An animal, or portion thereof, that has expired from any cause.
- m. <u>Disposal Site:</u> A solid waste depository, including, but not limited to, a sanitary landfill, transfer station, incinerator, and waste processing / separation center

- e. Compacted: A the d-party emity which is of, connected with, or engaged in commerce and in the business of or contracted to perform services for or soft goods to a separate and distinct individual or business.
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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. <u>Hazardous Waste:</u> 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. <u>Infectious Waste:</u> 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. <u>Out-Of-Cycle Service</u>: 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. <u>Producer</u>: An occupant of a residential, commercial, or industrial unit that generates solid waste.
- s. <u>Recyclable Material:</u> The following constitutes recyclable materials within the City:
 - i. 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.

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- iii. Metal Cans: Aluminum, steel, and tin beverage and food cans rinsed clean, rinsed baking tins, and empty aerosol cans with nozzles removed.
- iv. Plastics: Goods made of plastic and labeled No. 1 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. <u>Recycling Container:</u> 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. <u>Refuse:</u> 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 contractors 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.

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- 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. <u>Rubbish:</u> 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. <u>Solid Waste:</u> 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. <u>Special Waste:</u> 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. <u>TCEQ:</u> Texas Commission on Environmental Quality.
- dd. <u>Units:</u> Unless explicitly specified differently in the Contract, the term shall collectively include residential, commercial, and industrial units; occupants; or users.
- ee. <u>Unusual Accumulations:</u> 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.

V. PARTICIPATION IN SERVICE

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

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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.

VI. RESPONSIBILITIES OF THE CONTRACTOR

THE CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD 6.1 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 DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM. OR RELATED TO THE CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF THE CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, CONSULTANT. OR **SUBCONTRACTOR** EMPLOYEE. OF THE CONTRACTOR. AND THEIR RESPECTIVE OFFICERS. AGENTS. EMPLOYEES, DIRECTORS, AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS AND DUTIES UNDER THIS CONTRACT, ALL WITHOUT, HOWEVER, WAIVING GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER STATE LAW AND WITHOUT WAIVING ANY DEFENSE OF THE PARTIES UNDER STATE IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY 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 NEGLIGENCE OF THE CITY AND ITS ELECTED EMPLOYEES. OFFICERS. DIRECTORS. REPRESENTATIVES UNDER THIS CONTRACT. THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO NOT INTENDED TO CREATE OR GRANT ANY CONTRACTED OR OTHERWISE. TO ANY PERSON OR CONTRACTOR SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY 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 CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS CONTRACT OR PARAGRAPH.

request of the unit is limited to construction debris requiring City Permit. If company other than community to City is selected for construction, demolition and remodern a debris removal, company selected will be require to pay vity a 6% franchise fee for services condered for said construction project throughout life of construction project.

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- IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT 6.2 THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY THE CONTRACTOR TO INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE; PROVIDED HOWEVER THAT SUCH INDEMNITY SHALL NOT APPLY WHERE THE LIABILITY IS THE RESULT OF THE CITY'S WILFUL, INTENTIONAL, OR GROSSLY NEGLIGENT CONDUCT. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN COST AND EXPENSE ON BEHALF OF AND IN THE NAME OF THE CITY. ANY CLAIMS OR LITIGATION BROUGHT AGAINST THE CITY AND ITS **ELECTED** OFFICIALS. EMPLOYEES. OFFICERS. DIRECTORS. **VOLUNTEERS, AND REPRESENTATIVES IN CONNECTION WITH ANY** SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY AS SET FORTH ABOVE.
- 6.3 CONTRACTOR ASSUMES THE RESPONSIBILITY AND LIABILITY AND HEREBY AGREES TO INDEMNIFY THE CITY FROM ANY LIABILITY CAUSED BY THE CONTRACTOR'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, AND INDUSTRY STANDARDS.

VII. INSURANCE

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 this 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:

Coverage Limits of Liability

Worker's Compensation Statutory Amount

Employer's Liability \$500,000.00 each occurrence

THAT THE ENDEADED BY THE CONTRACTOR TO THE CONTRACT INDEADNITY ENTERDED BY THE CONTRACTOR TO INDEADNIS. AND ROLD HARMLESS THE CHY PROSETTIE CONSEQUENCES OF THE CITY'S OWN "EGGIGENCE, PROVIDED HOWEVER THAT SUCH INDEADNITY SHALL NOT APPEN WHERE THE LABILITY IS THE RESULT CONDUCT. CONTRACTOR FURTHER AGREES TO DEPEND, AT ITS OWN CLAIMS ON LITE ATION BROUGHT ACAINST THE CITY AND ITS ELECTED OFFICIALS. UNPLOYEES, OFFICIALS, DIRECTORS, VOLUNTEERS, AND REPRESENTATIVES IN CONNECTION WITH AN SHALL APPLY ASSETT ORTH ABOVE.

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Limits of Laubility

Worker's Compensation

Statutory: Amount

Employer's lability

\$500,000,00 each occurrence

^{7.2} For the purpose of rise Contract, the Concretor or us purent corporation shall confer the following types of insurated in at least the limits specified below:

Bodily Injury Liability \$500,000.00 each occurrence except Automobile \$1,000,000.00 aggregate

Property Damage Liability \$500,000.00 each occurrence except Automobile \$1,000,000.00 aggregate

Automobile Bodily Injury \$500,000.00 each person Liability \$1,000,000.00 aggregate

Automobile Property Damage \$500,000.00 each occurrence Liability \$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.

VIII. <u>LICENSES</u>

The Contractor is required to obtain all Federal and State licenses and permits necessary to perform the services contained herein.

Bodily hijory Liability \$500,000,00 each occurrence except Amerabile \$1,000,000,000 aggregate

Property Da: age Liability \$500,000.00 each occurrence except Automobile \$1,000,000.00 aggregate

Automobile sodily Injury \$500,000.00 each person Liability \$1,000,000.00 aggregate

Automobile Property Damage \$500,000.00 each occurrence Liability \$1,000.000.00 aggregate

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VIII. LICENSES

The Contractor is required to obtain all Federal and State licenses and permits necessary to perform the services contained herein.

IX. 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. <u>SERVICES REQUIRED OF THE CONTRACTOR</u>

- 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.

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- 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 (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 A.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 thru mobile collection station. 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 / 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:

- 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 (8) cubic yards which equals a pile approximately 6 feet long by 6 feet wide by 6 feet tall. Brush items cut / tria med by a commercial or private contractor shall be removed from the parcei by a commercial or private contractor and will not be picked up by the solid waste (outractor during brush item pickup. Bulky/Brush Waste in excess of the above volumes, or any Construction Debris produced by a chornecial Service provider hired by a customer and generated and tocated at the residential unit may be billed separately.
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- (0.2 Commercial Andrewich 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, 'Lexas:

- 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 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, 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 purchased outright or already owned 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.

XI. MUNICIPAL SERVICES REQUIRED OF THE CONTRACTOR

11.1 Regular scheduled solid waste collection and disposal services shall be provided

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MUNICIPAL SERVICES REQUIRED OF THE CONTRACTOR

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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. Storm related clean up beyond two per calendar year will be subject to mutually agreed upon charges.

XII. MISCELLANEOUS PROVISIONS

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 Year's Day (January 1)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
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 A.M. to 5:00 P.M. The Contractor shall inform all units on at least a quarterly basis of the

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Contractor's business contact phone numbers to arrange services and receive complaints.

XIII. PAYMENTS AND FEES

- 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:

- a. In applying the above formula, the following definitions shall be used:
 - i. <u>Service Year</u>: Any period of one year commencing the third year of the Contract or any anniversary of such date.
 - ii. <u>Base Service Charge:</u> The Schedule of Rates assessed during the Service Year immediately preceding the Service Year for which adjustment is being computed.
 - iii. <u>CPI:</u> The monthly indexes of the Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics.
 - iv. <u>CPI/1:</u> The average of the monthly CPI for the twelve consecutive calendar months ending sixty (60) days before the commencement of the Service Year immediately preceding the Service Year for which the adjustment of rates is being computed.
 - v. <u>CPI/2</u>: The average of the monthly CPI for the twelve consecutive calendar months ending sixty (60) days before the commencement of the Service Year for which the adjustment of charges is being computed.

Contractor's husiness contact phone numbers to arrange services and receive complaints

XIII. <u>PAYMEYTS AND FEES</u>

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- 13.4 The Schedule of Rates, as amended from time to time, shall be computed as follows when determining the following year's CPL adjustment:

 $\frac{(\text{CPI/2} - \text{CPI/1}) \times 100\%}{(\text{CPI/1})}$

- applying the above formula, the following definitions shall be used:
- i. <u>Service Year</u> Any period of one year commencing the third year of the Contract or any anniversary of such date.
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- iii. CPE The monthly indexes of the Consumer Price Index issued by the U.S. Department of Labor. Bureau of Labor Statistics.
- iv. <u>CPI/I:</u> The average of the monthly CPI for the twelve consecutive calendar means ending sixty (60) days before the commencement of the Service Year immediately preceding the Service Year for which the adjustment of rates is being computed.
- v. <u>CPJ/2</u>: The average of the monthly CPI for the twelve consecutive calendar menths ending sixty (60) days before the commencement of the Service Year for which the adjustment of charges is being compared.

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.

b. In addition to the above, the Contractor may adjust the Schedule of Rates at any time after giving thiny (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 laves, fees, or other impositions made upon the Contractor by any governmental of regulatory entity by billing, on a pro-rate 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 (3-) days written notice should the abovementioned increase(s) in rates be considered by the City, at its sole discretion, to be unreasonable.

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XVIII. LEGAL PROVISIONS

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.

XIX. RECORDS AND 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.

XX. COMPLAINTS

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

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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. DELINOUENT CUSTOMER PAYMENTS

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 \$35 (thirty-five dollars) for residential units and a reinstatement fee of \$50 (fifty dollars) 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. FORFEITURE AND TERMINATION OF FRANCHISE

- 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

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- a. Failure of the Contractor to pay the City any and all fees or payments prescribed by this Contract in a timely manner.
- Failure of the Contract 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 veritten demand for performance by the City;
- e. Failure of the Contractor to repair or replace defective equipment, goods, or products within thirty (30) calendar days of teceipt of written demand for performance by the lity;
- d. Failure of the Contractor to cure urgent health or sanitation conditions or risks, #s determined by the City Administrator or Public Works Director, within two (2) business days of rec apt 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:
- Conviction of any circutor, officer, employee, or agent of the Contractor of the officese of bribery of fraud connected with or resulting from the awarding of this Contract.
- g Material misrepress dations of fact knowingly made to the City with respect to be 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 is directed to take over and conduct the business of the Contractor, whether in receivership, reorganization, bankruptcy, or other action or proceeding, whether voluntary or involuntary.

XXIII. 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 Contractor with each party bearing their own costs for attorney's fees, experts, and other costs of ADR and any ensuing litigation.

XXIV COMPLIANCE WITH APPLICABLE LAW

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.

- h. The revocation or denial of solid waste collection and disposal permit(s) through federal and State Latas and regulations which would prohibit or interfere with the ability to fulfill the requirements of this Contract.
- 22.2 If the Contractor in ends 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.
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XXV. ASSIGNMENT

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.

XXVI. SAFETY

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.

XXVII. NOTICES AND PAYMENTS

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

Contractor:
Jorge A. Cantu, President
C-6 Disposal Systems, Inc.
P.O. Box 160489
San Antonio, Texas 78280

City Administrator
City of Balcones Heights
3300 Hillcrest
Balcones Heights, Texas 78201

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.

XXV. <u>Assignment</u>

The Contractor may not assign this Contract and / or any / all of the rights and obligations contained herein without this specific prior written approval of the City which may be withheld for any reason. A thing contained herein shall be construed to give any rights or benefits to anyone other than the City and Contractor.

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CityContractor:MayorJorge A. Cantu. PresidentCity of Balcon as HeightsC-6 Disposal Systems, Inc.3300 HillerestP.O. Box 160489Balcones Heights, Texas 78201San Antonio. Texas 78280

City Administrator City of Balcones Heights 3300 Hillerest Balcones Heights, Texas 78201

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XXVIII. AMENDMENTS

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.

XXIX. SEVERABILITY

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.

XXX. CONTRACTOR'S DILIGENCE AND CARE & EMERGENCY MANAGEMENT

- 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.

XXXI. FORCE MAJEURE

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.

XXXII. NO ADDITIONAL WAIVER IMPLIED

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.

XXVIII. AMENOMENTS

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.

XXIX. SEVERABILITY

If any section, sentence, clause, or paragraph of this Contract shall be held to be invalid, illegal, or unonforceable 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 condition approximating the original term of the parties.

NNK. CONTRACTOR'S DILIGENCE AND CARE & EMERGENCY MANAGEMENT

- 36.1 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 4 hours x 7 days per week x 365 days per year basis.

XXXI. <u>FORCE MAJEURE</u>

If either of the Parties are unable to provide the services or perform the requirements of Agreement due to circums ances beyond their control and without their fault, whether such occurrence or circums ance be an act of God or the common enemy or the result of war, riot, civil commotion, lovereign conduct, or the unforesceable act or conduct of any person or persons not party or privy hereto, then the Parties shall be excused from such performance for such peric loftime as is reasonably necessary after such occurrence to remedy the effects thereof, and neither shall be liable for the breach of this Agreement.

NXXII. NO ADDITIONAL WAIVER INPLIED

The failure of any party her no to insist in any one or more instances upon performance of any of the terms, covenant, 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 fiture performance shall continue in thal force and effect.

XXXIII. ENTIRE CONTRACT

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.

PASSED AND APPROVED this 26th day of August, 2019.

THE CITY OF BALCONES HEIGHTS

Suzanne de Leon, Mayor

C-6 DISPOSAL SYSTEMS, INC

Jorge Cantus President

ATTEST:

21

Exhibit "A"

Schedule of Rates for Solid Waste Collection and Disposal Services

Exhibit "A"

Schedule of Rates for Solid Waste Collection and Disposal Services

City of Balconies Heights Residential Price Schedule

Exhibit "A"

Residential Service

<u>CARTS:</u>	Base Rate	
Residential Service	\$17.53/month	Includes 1-95gl totter & 1-18gl bin
Additional Services		

· · · · · · · · · · · · · · · · · · ·	
2nd 95 gl trash totter per home	\$15.59/month
95 gallon totter for recycling	\$8.35/month
Commercial Hand Load	\$29.94/month
Service Reinstatement Fee	\$37.23/occurance

City Of Balconies Heights Frontload and Sideload Price Schedule

Exhibit "A"

	Tras	h	
		SIDELOAD	
FOR COMPANY AND PROPERTY OF	The second second second	The Brail Mary Labor Commencer in	

FRONTLOAD/SIDELOAD:	
2 yd 1x per week	\$65.85 /month
2 yd 2x per week	\$113.74/month
2yd 3x per week	\$161.64/month
2yd 4x per week	\$209.53/month
2yd 5x per week	\$245.45/month
2yd 6x per week	\$282.56/month
3yd 1x per week	\$77.82/month
3yd 2x per week	\$137.69/month
3yd 3x per week	\$198.75/month
3yd 4x per week	\$269.39/month
3yd 5x per week	\$323.26/month
3yd 6x per week	\$377.15/month
4yd 1x per week	\$83.81/month
4yd 2x per week	\$165.23/month
4yd 3x per week	\$215.51/month
4yd 4x per week	\$299.32/month
4yd 5x per week	\$377.15/month
4yd 6x per week	\$440.60/month
6yd 1x per week	\$101.77/month
6yd 2x per week	\$203.54/month
6yd 3x per week	\$278.97/month
6yd 4x per week	\$355.60/month
6yd 5x per week	\$437.01/month
6yd 6x per week	\$502.86/month
8yd 1x per week	\$129.30/month
8yd 2x per week	\$220.31/month
8yd 3x per week	\$344.82/month
8yd 4x per week	\$447.78/month
8yd 5x per week	\$553.15/month
8yd 6x per week	\$664.50/month
CASTERS/LOCKS	\$17.96/month
DEODERIZE 1 X ONLY	\$5 per service
DEO 1X PER WEEK	\$5.99/month
DEO 2X PER WEEK	\$11.97/month
DEO 3X PER WEEK	\$17.96/month
DEO 4X PER WEEK	\$23.95/month
DEO 5X PER WEEK	\$29.94/month
Extra - Pickups	

Extra - Pickups

2yd	\$53.88
3yd	\$59.86
4yd	\$65.85
6yd	\$71.84

Recycling FRONTLOAD:

2 yd 1x per week	\$53.88/month
2 yd 2x per week	\$107.80/month
3yd 1x per week	\$59.86/month
3yd 2x per week	\$119.73/month
4yd 1x per week	\$65.85/month
4yd 2x per week	\$131.70/month
6yd 1x per week	\$83.81/month
6yd 2x per week	\$167.62/month
8yd 1x per week	\$89.80/month
8yd 2x per week	\$179.59/month
CASTERS/LOCKS	\$29.94/month

Recycling 95 gallon totters \$29.94/month

Extra Pick-ups

2yd	\$77.83
3yd	\$77.83
4yd	\$77.83
6yd	\$77.83

City of Balconies Heights Roll-Off Price Schedule

Exhibit "A" ROLL OFF:

Customer shall not fill any roll-off container with dirt, rock, masonary, or other similar materials that is greater than one quarter(1/4) of the depth of the container

Constituction Debus	Haul plus disposa	al	
Delivery Fee	\$119.73		Tonnage Fee
10 cu yard O/T	\$239.46	plus	29.94/ton
20 cu yard O/T	\$239.46	plus	29.94/ton
30 cu yard O/T	\$239.46	plus	29.94/ton
40 cu yard O/T	\$239.46	plus	29.94/ton
roll-off box rental/day	\$2.40		-
DELOCATION EEE	\$110.72	MILL E ON	CTTE CEQ O1

Fee assessed in the event hauler is unable to service unit due to overload, weight issue, being blocked or gate locked.

SAME SPOT \$41.90

\$119.73

Fee assessed in the event hauler is required to place unit in same spot as unit being swapped out

ROLL OFF:

DRY RUN CHARGE

Municipal Solid Waste	Haul plus disposal			
Delivery Fee	\$119.73		Tonnage Fee	
10 cu yard O/T	\$221.50	plus	\$41.90/ton	
20 cu yard O/T	\$221.50	plus	\$41.90/ton	
30 cu yard O/T	\$221.50	plus	\$41.90/ton	
40 cu yard O/T	\$221.50	plus	\$41.90/ton	
roll-off box rental/day	\$2.40		1	
34 Self Contained Pkr Install	\$3,183.58			
Rental/Month	\$540.61]		_
Haul Fee trash	\$401.09	plus	\$41.90/ton	
40yd stationary Pkr Install	\$3,183.58			
Rental/Month	\$476.52	1		_
Haul Fee Trash	\$343.62	plus	\$41.90/ton	
Haul Fee Corrigated (OCC)	\$343.62	Hauling ca	rdboard material	
Haul Fee Single Stream (SS)	\$343.62	Hauling m	ixed recyclables	(cardboard,paper, allumimun, etc)
RELOCATION FEE	\$119.73	WHILE ON	SITE \$58.91	
DRY RUN CHARGE	\$119.73	7		
Fee assessed in the event hauler is unab	le to service unit due to	overload, wei	ght issue, being blo	cked or gate locked.
SAME SPOT	\$41.90			

Fee assessed in the event hauler is required to place unit in same spot as unit being swapped out

ROLL Off *Must be clean brush & unpainted wood only otherwise trash rates apply

Fee assessed in the event hauler is unable to service unit due to overload, weight issue, being blocked or gate locked.

SAME SPOT \$41.90

Fee assessed in the event hauler is required to place unit in same spot as unit being swapped out

Grapple Truck operates at a rate of \$185.00 per hour clock to clock

Plus cost of Disposal per ton (Construction/Municipal/Brush) see above rates

Customer will resposible for payment of other fees (fuel/environmental) assessed by landfill for the disposal of trash generated directly by their business

COBH will receive 6% of proceeds of the sale of R/O & Compactor loads of OCC and/or SS product



STAFF REPORT

Requestor: John Jahanara

Department: Police Chief

Date of Meeting: 11/14/2022

Subject: Replacement of the Balcones Heights Justice Center

Security Cameras

Caption:

Discussion and action to consider the replacement of the City of Balcones Heights' Justice Center Security Cameras from South Texas Security Systems.

Background:

In 2019, our department began requesting bids from various surveillance companies to replace the security cameras located at the Balcones Heights Justice Center. After receiving the bids, each individual quote was sent to our IT provider (RRGP) to conduct company reviews and review all equipment to be installed. South Texas Security Systems was selected as having the best overall security package customized for our Justice Center. Overall cost in the full replacement of \$26,952 to include a full 3-year comprehensive parts and labor service agreement, replacing the listed equipment:

Qty	Item Description	Model	Model Numb
1	32 Channel NVR	Turing	TE-TRMR32RB
3	4 TB Hard Drive	Western Digital	WD42PURZ
6	Indoor IR Dome 5MP with 2.8mm Lens	Turing	TE-MED5M28
11	Outdoor IR Bullet 5MP with 2.8mm Lens	Turing	TE-MFB5M28
4	Outdoor IR Bullet 5MP with 2.8-13.5mm MZ Vari-focal Lens	Turing	TE-MMB5AV2
2	4 Port POE+ 10/100	Trendnet	TQ-TPETG50G
1	24 Port Gigabit Switch	Trendnet	TQ-TL2G244
12	1 Year Core Vision (People, Car, & LPR Search 30 Days Cloud Storage)	Turing	TE-CORE1Y

Fiscal Impact:

Total system cost \$26,952.00 to include a full 3-year comprehensive parts and labor service agreement. Project is not budgeted, however, funding will come from BHCCPD fund balance.

Recommendation:

Recommend Council's approval for the replacement of the Balcones Heights Justice Center



STAFF REPORT

security cameras from South Texas Security Solutions
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Attachment(s): None



Monthly Report

10/01/2022 - 10/31/2022

Case #	Case Date	Name	Property Owner / Violator	Address of	Violation	Status	Follow
			Property Owner/Violator Name	Violation (Bexar County Appraisal)			Up/Due Date
7182		LUTHER PEREZ	Address: 801 GENTLEMAN RD BALCONES HEIGHTS, TX 78201 Mapsco: 581C4 Neighborhood: NBHD code10950 Map ID: Neighborhood CD: 10950 Owner Name: TERRACE LLC Owner ID: 270922 Mailing Address: % PAUL WHITEMAN 3253 HILLCREST DR SAN ANTONIO, TX 78201-7057 % Ownership: 100.00000000000% Exemptions:	801 GENTLEMAN RD	Fire Damaged Structure	Verbal Warning	11/30/2022
7181	10/28/2022	CITY COUNCIL		HILLCREST DR & CRESTVIEW DR	Call for Service	Closed	
7180	10/28/2022	TRACY RUIZ	Address: 137 GLENARM PL BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: BALCONES HEIGHTS (SA/NE) Map ID: Neighborhood CD: 92300 Owner Name: REES ROBERT D III & Owner ID: 268052 Mailing Address: THERESA D 137 GLENARM PL BALCONES HEIGHTS, TX 78201-1823 % Ownership: 100.00000000000% Exemptions: HS	137 GLENARM PL	Call for Service Concerns with Mobile Home Park behind her property. She did not disclose specific concerns.	Closed	
7179		MARIA CARDONA	Address: 6945 W IH 10 SAN ANTONIO, TX 78213 Mapsco: 581D3 Neighborhood: NBHD code10360 Map ID: Neighborhood CD: 10360 Owner Name: ALEGRIA DE SOL APARTMENT LLC Owner ID: 3077720 Mailing Address: 11209 LIMONCILLO CT AUSTIN, TX 78750-3688 % Ownership: 100.00000000000% Exemptions:		Building Code Violation	Closed (Business Abated)	

Page: 1 of 20

7178	10/27/2022	BHFD	Address: 96 CROSSROADS BLVD SAN ANTONIO, TX 78201 Mapsco: 581D3 Neighborhood: Map ID: Neighborhood CD: E-File Eligible Owner Name: BROTHERS SOUND ELECT INC Owner ID: 2659019 Mailing Address: 96 CROSSROADS BLVD STE 102 SAN ANTONIO, TX 78201- 6523 % Ownership: 100.0000000000% Exemptions:	96 CROSSROADS BLVD	Red Curb Violation	Court Pending	
7177	10/27/2022	LUTHER PEREZ	Address: 205 N CROSSROADS BLVD TX 78213 Mapsco: 581D3 Neighborhood: NBHD code10360 Map ID: Neighborhood CD: 10360 Owner Name: RVAP LLC Owner ID: 2983753 Mailing Address: 3426 CONDALIA CT SAN ANTONIO, TX 78258- 1632 % Ownership: 100.00000000000% Exemptions:	205 N CROSSROADS BLVD	Graffiti	E-mail Sent Owner/Agent	11/18/2022
7176	10/27/2022	LUTHER PEREZ	Address: 4400 FREDERICKSBURG RD BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: NBHD code10940 Map ID: Neighborhood CD: 10940 E- File Eligible Owner Name: LEON SPRINGS ASSOCIATES LLC Owner ID: 2502738 Mailing Address: ATTN DANIEL J JACOB JR 9211 LOOKOUT MESA SAN ANTONIO, TX 78255-2109 % Ownership: 100.0000000000% Exemptions:	4400 FREDERICKSB URG RD	Illegal Dumping	Closed (Business Abated)	

7175	10/27/2022	LUTHER PEREZ	Address: 100 N CROSSROADS BLVD BALCONES HEIGHTS, TX 78201 Mapsco: 581D3 Neighborhood: NBHD code10930 Map ID: Neighborhood CD: 10930 Owner Name: GENERAL MEDIA HOLDINGS LLC Owner ID: 3252457 Mailing Address: ATTN: ALEX BAHRAMI 7117 AVIGNON DR ROUND ROCK, TX 78681-5332 % Ownership: 100.00000000000% Exemptions:	100 N CROSSROADS BLVD	Graffiti	Closed (Business Abated)	
7174	10/27/2022	LUTHER PEREZ	ROW	4522 FREDERICKSB URG RD	Bandit Signs	Closed (City Abated)	
7173	10/26/2022	LUTHER PEREZ	Address: 310 N CROSSROADS BLVD BALCONES HEIGHTS, TX 78201 Mapsco: 581D3 Neighborhood: NBHD code10930 Map ID: Neighborhood CD: 10930 Owner Name: VIA METROPOLITAN TRANSIT Owner ID: 71767 Mailing Address: PO BOX 12489 SAN ANTONIO, TX 78212-0489 % Ownership: 100.00000000000% Exemptions: EX-XV	310 N	Working without a permit	Closed	
7172	10/26/2022	LUTHER PEREZ	Address: 205 N CROSSROADS BLVD TX 78213 Mapsco: 581D3 Neighborhood: NBHD code10360 Map ID: Neighborhood CD: 10360 Owner Name: RVAP LLC Owner ID: 2983753 Mailing Address: 3426 CONDALIA CT SAN ANTONIO, TX 78258- 1632 % Ownership: 100.000000000000% Exemptions:		Illegal Dumping	Closed (Business Abated)	
7171	10/26/2022	LUTHER PEREZ	Address: 335 GLENARM PL BALCONES HEIGHTS, TX 78201 Mapsco: 581C4 Neighborhood: BALCONES HEIGHTS (SA/NE) Map ID: Neighborhood CD: 92300 Owner Name: GOMEZ JOSEPHINE Owner ID: 2763814 Mailing Address: 335 GLENARM PL SAN ANTONIO, TX 78201-1827 % Ownership: 100.00000000000% Exemptions: HS, OTHER	335 GLENARM PL	Substandard Structure	Verbal Warning	11/30/2022

7170	10/26/2022	PEGGY	Address: 4400 FREDERICKSBURG RD BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: NBHD code10940 Map ID: Neighborhood CD: 10940 Owner Name: LEON SPRINGS ASSOCIATES LLC Owner ID: 2502738 Mailing Address: ATTN DANIEL J JACOB JR 9211 LOOKOUT MESA SAN ANTONIO, TX 78255-2109 % Ownership:	FREDERICKSB URG RD	Call for Service of Unknown Concern. Several unsuccessful attempts to contact complainant.	Closed	
7169	10/26/2022	LUTHER PEREZ	100.0000000000% Exemptions:	HILLCREST DR & FREDERICKSB	Bandit Signs	Closed (City Abated)	
7168		PEREZ	ROW	FREDERICKSB URG RD	Bandit Signs	Closed (City Abated)	
7167	10/25/2022	MR. OCHOA			Call for Service	Closed	
7166		DELIA FITZ	Address: 6945 W IH 10 SAN ANTONIO, TX 78213 Mapsco: 581D3 Neighborhood: NBHD code10360 Map ID: Neighborhood CD: 10360 Owner Name: ALEGRIA DE SOL APARTMENT LLC Owner ID: 3077720 Mailing Address: 11209 LIMONCILLO CT AUSTIN, TX 78750-3688 % Ownership: 100.00000000000% Exemptions:		Violation	E-mail Sent Owner/Agent	11/16/2022
7165	10/25/2022	DELIA FITZ	Address: 6945 W IH 10 SAN ANTONIO, TX 78213 Mapsco: 581D3 Neighborhood: NBHD code10360 Map ID: Neighborhood CD: 10360 Owner Name: ALEGRIA DE SOL APARTMENT LLC Owner ID: 3077720 Mailing Address: 11209 LIMONCILLO CT AUSTIN, TX 78750-3688 % Ownership: 100.000000000000% Exemptions:	6945 W IH 10	Trash & Debris	Closed	

7164	10/25/2022	DELIA FITZ	Address: 6945 W IH 10 SAN ANTONIO, TX 78213 Mapsco: 581D3 Neighborhood: NBHD code10360 Map ID: Neighborhood CD: 10360 Owner Name: ALEGRIA DE SOL APARTMENT LLC Owner ID: 3077720 Mailing Address: 11209 LIMONCILLO CT AUSTIN, TX 78750-3688 % Ownership: 100.00000000000% Exemptions:	6945 W IH 10	Overflowing Dumpster	Closed	
7163	, ,	LUTHER PEREZ	Address: 4488 FREDERICKSBURG RD BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: NBHD code10940 Map ID: Neighborhood CD: 10940 Owner Name: MOORE DAN J JR Owner ID: 258070 Mailing Address: 115 AMBERJACK DR ARANSAS PASS, TX 78336- 1800 % Ownership: 100.00000000000% Exemptions:		Working without a permit	Closed (Business Abated)	
7162		LUTHER PEREZ	ROW	4522 FREDERICKSB URG RD	Bandit Signs	Closed (City Abated)	
7161	10/25/2022	LUTHER PEREZ	ROW		Bandit Signs	Closed (City Abated)	
7160	, ,	LUTHER PEREZ	ROW	HILLCREST DR & FREDERICKSB URG RD	Bandit Signs	Closed (City Abated)	
7159		LUTHER PEREZ	ROW	FREDERICKSB URG RD & BALCONES HEIGHTS RD	Graffiti	Closed (City Abated)	
7158		LUTHER PEREZ	Address: 204 CRESTVIEW DR BALCONES HEIGHTS, TX 78201 Mapsco: 581C4 Neighborhood: BALCONES HEIGHTS (SA/NE) Map ID: Neighborhood CD: 92300 Owner Name: HERNANDEZ CRESCENSIANO JR & Owner ID: 270768 Mailing Address: CARMEN 204 CRESTVIEW DR SAN ANTONIO, TX 78201- 6801 % Ownership: 100.00000000000% Exemptions: OTHER, HS	204 CRESTVIEW DR	Brush	10-Day Certified Letter Sent	11/16/2022

7157		STEPHEN R. LARA	Address: 4300 FREDERICKSBURG RD BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: NBHD code10940 Map ID: Neighborhood CD: 10940 Owner Name: LYSAR RISE LLC & OAKS RISE LLC Owner ID: 3343451 Mailing Address: 80 MAIN ST STE 560 WEST ORANGE, NJ 07052 % Ownership: 100.00000000000%	4300 FREDERICKSB URG RD	Tree overhang	Closed (City Abated)	
7156	10/24/2022	Luther Perez	Exemptions: ROW	4623 FREDERICKSB URG RD	Bandit Signs	Closed (City Abated)	
7155	10/24/2022	LUTHER PEREZ	ROW	3319 HILLCREST DR	Bandit Signs	Closed (City Abated)	
7154	10/24/2022	Luther Perez	Name: ARMSTRONG US INVESTMENTS INC Owner ID: 2834609 Mailing Address: 73 ETON GREEN CIR SAN ANTONIO, TX 78257-1641 % Ownership: 100.0000000000% Exemptions:		Graffiti	E-mail Sent Owner/Agent	11/18/2022
7153	10/24/2022	LILI CRUZ	STEPHEN R. & LETICIA G. LARA 309 GLENARM PL SAN ANTONIO, TEXAS 78201	309 GLENARM PL	Call for Service	Closed	
7152	10/24/2022	LUTHER PEREZ	Address: 4437 FREDERICKSBURG RD BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: NBHD code10940 Map ID: Neighborhood CD: 10940 Owner Name: TRIO INVESTMENTS GP Owner ID: 270746 Mailing Address: PO BOX 4891 MISSION VIEJO, CA 92690-4891 % Ownership: 100.00000000000% Exemptions:	4437 FREDERICKSB URG RD	Graffiti	Closed (Business Abated)	
7151	10/24/2022	LUTHER PEREZ	ROW	4522 FREDERICKSB URG RD	Bandit Signs	Closed (City Abated)	
7150	10/24/2022	LUTHER PEREZ	ROW	N. CROSSROADS BLVD & IH 10 W.	Bandit Signs	Closed (City Abated)	
7149	10/24/2022	LUTHER PEREZ	ROW	151 N CROSSROADS BLVD	Bandit Signs	Closed (City Abated)	
7148	10/24/2022	LUTHER PEREZ	ROW	440 CROSSROADS BLVD	Bandit Signs	Closed (City Abated)	
7147	10/24/2022	LUTHER PEREZ	ROW	110 N CROSSROADS BLVD	Bandit Signs	Closed (City Abated)	

7146	10/24/2022	LUTHER PEREZ	ROW	151 N CROSSROADS BLVD	Graffiti	Closed (City Abated)	
7145	10/24/2022	LUTHER PEREZ	ROW	4545 FREDERICKSB URG RD	Bandit Signs	Closed (City Abated)	
7144	10/24/2022	LUTHER PEREZ	ROW	FREDERICKSB URG RD & HILLCREST DR	Bandit Signs	Closed (City Abated)	
7143	10/24/2022	LUTHER PEREZ	ROW	FREDERICKSB URG RD & BALCONES HEIGHTS	Bandit Signs	Closed (City Abated)	
7142	10/24/2022	ROSE MIRANDA	Address: 100 N CROSSROADS BLVD BALCONES HEIGHTS, TX 78201 Mapsco: 581D3 Neighborhood: NBHD code10930 Map ID: Neighborhood CD: 10930 Owner Name: GENERAL MEDIA HOLDINGS LLC Owner ID: 3252457 Mailing Address: ATTN: ALEX BAHRAMI 7117 AVIGNON DR ROUND ROCK, TX 78681-5332 % Ownership: 100.00000000000% Exemptions:	100 N CROSSROADS BLVD ST 105	Health Inspector call	Closed	
7141	10/20/2022	LUTHER PEREZ	Address: 4210 FREDERICKSBURG RD BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: NBHD code10940 Map ID: Neighborhood CD: 10940 Owner Name: JOUL 321 LLC Owner ID: 3351041 Mailing Address: 12422 MAURER RANCH SAN ANTONIO, TX 78253 % Ownership: 100.00000000000% Exemptions:	4210 FREDERICKSB URG RD	Working without a permit	E-mail Sent Owner/Agent	11/18/2022
7140	10/20/2022	LUTHER PEREZ	Address: 516 GENTLEMAN RD BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: NBHD code10950 Map ID: Neighborhood CD: 10950 Owner Name: BVW CORAL GABLES LLC Owner ID: 3344348 Mailing Address: 516 GENTLEMAN RD BALCONES HEIGHTS, TX 78201 % Ownership: 100.00000000000% Exemptions:	516 GENTLEMAN RD	Building Code Violation. Minor plumbing repair, so siding removed and to be replaced once confirmation of leak is corrected.	E-mail Sent Owner/Agent	11/17/2022

7139	10/20/2022	JIMMY TREVINO	Address: 516 GENTLEMAN RD BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: NBHD code10950 Map ID: Neighborhood CD: 10950 Owner Name: BVW CORAL GABLES LLC Owner ID: 3344348 Mailing Address: 516 GENTLEMAN RD BALCONES HEIGHTS, TX 78201 % Ownership: 100.0000000000% Exemptions:		Building Code Violation. Interior crack in drywall (ceiling) management notified and will have maintenance address issue.	E-mail Sent Owner/Agent	11/17/2022
7138	10/20/2022	JIMMY TREVINO	Address: 516 GENTLEMAN RD BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: NBHD code10950 Map ID: Neighborhood CD: 10950 Owner Name: BVW CORAL GABLES LLC Owner ID: 3344348 Mailing Address: 516 GENTLEMAN RD BALCONES HEIGHTS, TX 78201 % Ownership: 100.0000000000% Exemptions:	516 GENTLEMAN RD APT # 28	No hot water- Building	Closed (Business Abated)	
7137	10/20/2022	LUTHER PEREZ	Address: 102 CONCORD PL BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: NBHD code10950 Map ID: Neighborhood CD: 10950 Owner Name: COLUMBIA REALTY LIMITED Owner ID: 268123 Mailing Address: 5005 WEST AVE STE 100 SAN ANTONIO, TX 78213-2711 % Ownership: 100.0000000000% Exemptions:	102 CONCORD PL	Graffiti	Closed (Business Abated)	
7136	10/20/2022	LUTHER PEREZ	Address: 4219 FREDERICKSBURG RD BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: NBHD code10940 Map ID: Neighborhood CD: 10940 Owner Name: LEVEL 4 INVESTMENT GROUP LLC Owner ID: 3153145 Mailing Address: 8641 WILSHIRE BLVD STE 125 BEVERLY HILLS, CA 90211-2945 % Ownership: 100.0000000000% Exemptions:	4219 FREDERICKSB URG RD	Graffiti	Closed (Business Abated)	10/29/2022

7135	10/20/2022	LUTHER PEREZ	Address: 4205 FREDERICKSBURG RD	4205 FREDERICKSB	Graffiti	Closed (Business	10/31/2022
			BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: NBHD code10940 Map ID:	URG RD		Abated)	
			Neighborhood CD: 10940 Owner Name: USRP FUNDING 2001 A L P Owner ID:				
			2782782 Mailing Address: % FIESTA RESTAURANT GROUP INC 14800 LANDMARK BLVD				
			STE 500 DALLAS, TX 75254- 7013 % Ownership: 100.00000000000% Exemptions:				
7134	10/20/2022	Luther Perez	Address: 751 DEWHURST BALCONES HEIGHTS, TX 78213 Mapsco: 581D2 Neighborhood: NBHD code10360 Map ID: Neighborhood CD: 10360 E- File Eligible Owner Name: TAMIR ENTERPRISES LTD Owner ID: 1920436 Mailing Address: PO BOX 782129 SAN ANTONIO, TX 78278-2129 % Ownership: 100.000000000000%	751 DEWHURST	Illegal Dumping	Closed (Business Abated)	
7133	10/20/2022	LUTHER PEREZ	ROW	100 N CROSSROADS	Bandit Signs	Closed (City Abated)	
7132	10/20/2022	LUTHER PEREZ	Address: 100 N CROSSROADS BLVD BALCONES HEIGHTS, TX 78201 Mapsco: 581D3 Neighborhood: NBHD code10930 Map ID: Neighborhood CD: 10930 Owner Name: GENERAL MEDIA HOLDINGS LLC Owner ID: 3252457 Mailing Address: ATTN: ALEX BAHRAMI 7117 AVIGNON DR ROUND ROCK, TX 78681-5332 % Ownership: 100.00000000000% Exemptions:	BLVD 100 N CROSSROADS BLVD	Graffiti	Closed (Business Abated)	
7131	10/20/2022	LUTHER PEREZ	ROW	110 N CROSSROADS BLVD	Bandit Signs	Closed (City Abated)	
7130		PEREZ	ROW	201 N CROSSROADS BLVD	Bandit Signs	Closed (City Abated)	
7129	10/20/2022	LUTHER PEREZ	ROW	205 N CROSSROADS BLVD	Bandit Signs	Closed (City Abated)	

7128	10/20/2022	LUTHER PEREZ	Address: 100 N CROSSROADS BLVD BALCONES HEIGHTS, TX 78201 Mapsco: 581D3 Neighborhood: NBHD code10930 Map ID: Neighborhood CD: 10930 Owner Name: GENERAL MEDIA HOLDINGS LLC Owner ID: 3252457 Mailing Address: ATTN: ALEX BAHRAMI 7117 AVIGNON DR ROUND ROCK, TX 78681-5332 % Ownership: 100.00000000000% Exemptions:	100 N CROSSROADS BLVD	Bandit Signs	Closed (City Abated)	
7127	10/19/2022	JUAN GARZA	Address: 2903 HILLCREST DR SAN ANTONIO, TX 78201 Mapsco: 581C4 Neighborhood: NBHD code10950 Map ID: Neighborhood CD: 10950 Owner Name: MOJAVE SUB LLC & GOBI APARTMENTS LLC Owner ID: 3325204 Mailing Address: 9606 NATIONAL BLVD LOS ANGELES, CA 90034 % Ownership: 100.0000000000% Exemptions:	2903 HILLCREST DR	Dangerous Condition(s)	Not in the jurisdiction of Balcones Heights	
7126	10/19/2022	LUTHER PEREZ	Address: 100 N CROSSROADS BLVD BALCONES HEIGHTS, TX 78201 Mapsco: 581D3 Neighborhood: NBHD code10930 Map ID: Neighborhood CD: 10930 E-File Eligible Owner Name: GENERAL MEDIA HOLDINGS LLC Owner ID: 3252457 Mailing Address: ATTN: ALEX BAHRAMI 7117 AVIGNON DR ROUND ROCK, TX 78681-5332 % Ownership: 100.00000000000% Exemptions:	100 N CROSSROADS BLVD	Graffiti	Closed (Business Abated)	10/28/2022
7125	10/19/2022	LUTHER PEREZ	Address: 4400 FREDERICKSBURG RD BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: NBHD code10940 Map ID: Neighborhood CD: 10940 Owner Name: LEON SPRINGS ASSOCIATES LLC Owner ID: 2502738 Mailing Address: ATTN DANIEL J JACOB JR 9211 LOOKOUT MESA SAN ANTONIO, TX 78255-2109 % Ownership: 100.00000000000% Exemptions:	4400 FREDERICKSB URG RD. # 100	Graffiti	E-mail Sent Owner/Agent	10/28/2022

7124		LUTHER PEREZ	Address: 4400 FREDERICKSBURG RD BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: NBHD code10940 Map ID: Neighborhood CD: 10940 Owner Name: LEON SPRINGS ASSOCIATES LLC Owner ID: 2502738 Mailing Address: ATTN DANIEL J JACOB JR 9211 LOOKOUT MESA SAN ANTONIO, TX 78255-2109 % Ownership: 100.00000000000% Exemptions:	4400 FREDERICKSB URG RD	Graffiti	Closed (Business Abated)	10/28/2022
7123		LUTHER PEREZ	ROW	DEWHURST RD & ELAND DR	Bandit Signs	Closed (City Abated)	
7122	10/19/2022	LUTHER PEREZ	ROW	6901 W INTERSTATE 10	Graffiti	Closed (City Abated)	10/28/2022
7121	10/19/2022	LUTHER PEREZ	ROW	4400 FREDERICKSB URG RD	Graffiti	Closed (City Abated)	10/28/2022
7120		LUTHER PEREZ	ROW	4522 FREDERICKSB URG RD	Graffiti	Closed (City Abated)	10/28/2022
7119		EBERSOLE	Address: 2822 HILLCREST DR BALCONES HEIGHTS, TX 78201 Mapsco: 581C4 Neighborhood: NBHD code10950 Map ID: Neighborhood CD: 10950 E- File Eligible Owner Name: MOJAVE SUB LLC & GOBI APARTMENTS LLC Owner ID: 3325204 Mailing Address: 9606 NATIONAL BLVD LOS ANGELES, CA 90034 % Ownership: 100.00000000000% Exemptions:	2822 HILLCREST DR	runoff) This was related to the large SAWS main leak further down Hillcrest. Issue resolved when SAWS repaired leak.	E-mail Sent Owner/Agent	10/19/2022
7118		LUTHER PEREZ	Address: 302 GLENARM PL BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: BALCONES HEIGHTS (SA/NE) Map ID: Neighborhood CD: 92300 Owner Name: GARAY ANDREA & Owner ID: 2477818 Mailing Address: MARTINEZ ARMANDO 302 GLENARM PL SAN ANTONIO, TX 78201-1826 % Ownership: 100.00000000000% Exemptions: HS	302 GLENARM PL	Parking Violation	Closed	

7117	10/18/2022	Luther Perez	Address: 267 CRESTVIEW DR BALCONES HEIGHTS, TX 78201 Mapsco: 581C4 Neighborhood: BALCONES HEIGHTS (SA/NE) Map ID: Neighborhood CD: 92300 Owner Name: TARSIKES JOHN G III & Owner ID: 2975540 Mailing Address: RACKLEY SANDRA M 357 TERESA SAN ANTONIO, TX 78214-1038 % Ownership: 100.00000000000% Exemptions:	267 CRESTVIEW DR	Brush	Verbal Warning	11/18/2022
7116	10/18/2022	KIMBERLY PATON	Address: 4210 FREDERICKSBURG RD BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: NBHD code10940 Map ID: Neighborhood CD: 10940 Owner Name: JOUL 321 LLC Owner ID: 3351041 Mailing Address: 12422 MAURER RANCH SAN ANTONIO, TX 78253 % Ownership: 100.00000000000% Exemptions:	4210 FREDERICKSB URG RD	Call for Service Tenant/Manag ement Issue.	Closed	
7115	10/18/2022	LUTHER PEREZ	Address: 2818 HILLCREST DR BALCONES HEIGHTS, TX 78201 Mapsco: 581C4 Neighborhood: NBHD code10950 Map ID: Neighborhood CD: 10950 Owner Name: EBERSOLE TRACY D Owner ID: 3122609 Mailing Address: 2818 HILLCREST DR SAN ANTONIO, TX 78201-2081 % Ownership: 100.00000000000% Exemptions:	2818 HILLCREST DR	Discharge (A/C, water runoff)	Closed (Business Abated)	10/19/2022
7114	10/17/2022	LUTHER PEREZ	Address: 220 BOBBIES LN BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: BALCONES HEIGHTS (SA/NE) Map ID: Neighborhood CD: 92300 Owner Name: SANCHEZ JOSEPH P Owner ID: 270784 Mailing Address: 220 BOBBIES LN SAN ANTONIO, TX 78201- 1828 % Ownership: 100.00000000000% Exemptions: OTHER, HS	LN	Junked Vehicle	Verbal Warning	10/26/2022

7113	10/14/2022	LUTHER PEREZ	Address: 220 BOBBIES LN BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: BALCONES HEIGHTS (SA/NE) Map ID: Neighborhood CD: 92300 Owner Name: SANCHEZ JOSEPH P Owner ID: 270784 Mailing Address: 220 BOBBIES LN SAN ANTONIO, TX 78201- 1828 % Ownership: 100.00000000000% Exemptions: OTHER, HS	LN	Trash & Debris	Verbal Warning	10/26/2022
7112	10/14/2022	Luther Perez	Address: 235 BALCONES HEIGHTS RD BALCONES HEIGHTS, TX 78201 Mapsco: 581D5 Neighborhood: BALCONES HEIGHTS (SA/NE) Map ID: Neighborhood CD: 92300 Owner Name: DE LA GARZA CARLOS A III Owner ID: 2787923 Mailing Address: 235 BALCONES HEIGHTS RD SAN ANTONIO, TX 78201- 1808 % Ownership: 100.00000000000% Exemptions: HS	235 BALCONES HEIGHTS RD	Parked on grass	Closed	
7111	10/13/2022	KIMBERLY PATTON	Address: 4210 FREDERICKSBURG RD BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: NBHD code10940 Map ID: Neighborhood CD: 10940 Owner Name: JOUL 321 LLC Owner ID: 3351041 Mailing Address: 12422 MAURER RANCH SAN ANTONIO, TX 78253 % Ownership: 100.00000000000% Exemptions:	4210 FREDERICKSB URG RD	Call for Service	Closed	
7110	10/13/2022	LUTHER PEREZ	Address: 2818 HILLCREST DR BALCONES HEIGHTS, TX 78201 Mapsco: 581C4 Neighborhood: NBHD code10950 Map ID: Neighborhood CD: 10950 Owner Name: EBERSOLE TRACY D Owner ID: 3122609 Mailing Address: 2818 HILLCREST DR SAN ANTONIO, TX 78201-2081 % Ownership: 100.00000000000% Exemptions:	2818 HILLCREST DR	Signage- Maintenance	Closed (Business Abated)	10/14/2022

7109	10/13/2022	LT. MARK KIGHT	Address: 4522 FREDERICKSBURG RD SAN ANTONIO, TX 78201 Mapsco: 581D3 Neighborhood: NBHD code10930 Map ID: 1.41 Neighborhood CD: 10930 Owner Name: CROSSROADS MALL PARTNRS LTD Owner ID: 2679850 Mailing Address: 4522 FREDERICKSBURG RD STE 124 SAN ANTONIO, TX 78201-6589 % Ownership: 100.000000000000% Exemptions:	4522 FREDERICKSB URG RD STE. A67	Dangerous Condition(s) Tenant using outdoor approved only BBQ smoker inside his restaurant in the food court.	Court Pending	
7108	10/13/2022	VALERIE FLORES	Address: 1150 BABCOCK RD SAN ANTONIO, TX 78201 Mapsco: 581C4 Neighborhood: NBHD code10950 Map ID: Neighborhood CD: 10950 Owner Name: 1150 BABCOCK LLC Owner ID: 3257631 Mailing Address: 20770 US 281 NORTH #108-413 SAN ANTONIO, TX 78258 % Ownership: 100.00000000000% Exemptions:	1138 BABCOCK RD	Dog Bite	Closed (Resident Abated)	10/14/2022
7107	10/13/2022	LUTHER PEREZ	ROW	4515 FREDERICKSB URG RD	Bandit Signs	Closed (City Abated)	
7106	10/12/2022	LUTHER PEREZ	Address: 1155 BABCOCK RD BALCONES HEIGHTS, TX 78201 Mapsco: 581C4 Neighborhood: BALCONES HEIGHTS (SA/NE) Map ID: Neighborhood CD: 92300 Owner Name: GUZMAN LUCY Owner ID: 270825 Mailing Address: 1155 BABCOCK RD SAN ANTONIO, TX 78201- 6905 % Ownership: 100.0000000000% Exemptions: HS, OTHER	1155 BABCOCK RD	Trash & Debris	10-Day Certified Letter Sent	10/26/2022

=10-1	10/40/2022		A.I. 4455 D.D.C.C.	14455	ln 1	140.0	10/25/2025
7105	10/12/2022	LUTHER PEREZ	Address: 1155 BABCOCK RD BALCONES HEIGHTS, TX 78201 Mapsco: 581C4 Neighborhood: BALCONES HEIGHTS (SA/NE) Map ID: Neighborhood CD: 92300 Owner Name: GUZMAN LUCY Owner ID: 270825 Mailing Address: 1155 BABCOCK RD SAN ANTONIO, TX 78201- 6905 % Ownership: 100.0000000000% Exemptions: HS, OTHER	1155 BABCOCK RD	Brush	10-Day Certified Letter Sent	10/26/2022
7104	10/12/2022	LUTHER PEREZ	Address: 1155 BABCOCK RD BALCONES HEIGHTS, TX 78201 Mapsco: 581C4 Neighborhood: BALCONES HEIGHTS (SA/NE) Map ID: Neighborhood CD: 92300 Owner Name: GUZMAN LUCY Owner ID: 270825 Mailing Address: 1155 BABCOCK RD SAN ANTONIO, TX 78201- 6905 % Ownership: 100.0000000000% Exemptions: HS, OTHER	1155 BABCOCK RD	Tall Weeds/Grass	10-Day Certified Letter Sent	10/26/2022
7103	10/12/2022	LUTHER PEREZ	Address: 2800 HILLCREST DR BALCONES HEIGHTS, TX 78201 Mapsco: 581C4 Neighborhood: NBHD code10950 Map ID: Neighborhood CD: 10950 Owner Name: FOUR S'S INC Owner ID: 3116580 Mailing Address: 8165 WHISPER OAK SAN ANTONIO, TX 78266- 4411 % Ownership: 100.00000000000% Exemptions:	2800 HILLCREST DR	Tall Weeds/Grass	E-mail Sent Owner/Agent	10/21/2022
7102	10/12/2022	LUTHER PEREZ	ROW	HILLCREST DR & BABCOCK RD	Bandit Signs	Closed (City Abated)	
7101	10/12/2022	LUTHER PEREZ	ROW	HILLCREST DR & SHADYVIEW DR	Bandit Signs	Closed (City Abated)	

7100	10/12/2022	MIDEVA	Address: 218 CONCORD PL	218	Working	Closed	
7,100	10/12/2022	VALERO	BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: BALCONES HEIGHTS (SA/NE) Map ID: Neighborhood CD: 92300 Owner Name: PACHECO DELMA G Owner ID: 3020669 Mailing Address: 5316 SAFFRON ROSE SAN ANTONIO, TX 78253-6147 % Ownership: 100.00000000000% Exemptions:	CONCORD PL	without a permit	(Resident Abated)	
7099	10/12/2022	LUTHER PEREZ	Address: 3230 HILLCREST DR BALCONES HEIGHTS, TX 78201 Mapsco: 581C4 Neighborhood: NBHD code10950 Map ID: Neighborhood CD: 10950 Owner Name: CITY OF BALCONES HEIGHTS Owner ID: 260668 Mailing Address: ATTN: CITY SECRETARY 3300 HILLCREST DR BALCONES HEIGHTS, TX 78201-7044 % Ownership: 100.00000000000% Exemptions:	3230 HILLCREST DR	Call for Service Regarding a business entering the property and leaving door flyers on each unit.	Closed (No Action Taken)	
7098	10/11/2022	LUTHER PEREZ	Address: 302 GLENARM PL BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: BALCONES HEIGHTS (SA/NE) Map ID: Neighborhood CD: 92300 Owner Name: GARAY ANDREA & Owner ID: 2477818 Mailing Address: MARTINEZ ARMANDO 302 GLENARM PL SAN ANTONIO, TX 78201-1826 % Ownership: 100.0000000000% Exemptions: HS	302 GLENARM PL	Parking Violation	Closed (Resident Abated)	10/14/2022
7097	10/11/2022	BROOKE MAZZELLA	Address: 225 CRESTVIEW DR BALCONES HEIGHTS, TX 78201 Mapsco: 581C4 Neighborhood: BALCONES HEIGHTS (SA/NE) Map ID: Neighborhood CD: 92300 Owner Name: MAZZELLA BROOKE ALEXANDRA Owner ID: 2795062 Mailing Address: 225 CRESTVIEW DR SAN ANTONIO, TX 78201-6802 % Ownership: 100.0000000000% Exemptions: HS	225 CRESTVIEW DR	Call for Service	Closed	10/12/2022

7096	10/11/2022	TREVINO	Address: 516 GENTLEMAN RD BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: NBHD code10950 Map ID: Neighborhood CD: 10950 Owner Name: BVW CORAL GABLES LLC Owner ID: 3344348 Mailing Address: 516 GENTLEMAN RD BALCONES HEIGHTS, TX 78201 % Ownership: 100.00000000000% Exemptions:	516 GENTLEMAN RD	Junked Vehicle	Closed	
7095	10/10/2022	LUTHER PEREZ	Address: 102 CONCORD PL BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: NBHD code10950 Map ID: Neighborhood CD: 10950 Owner Name: COLUMBIA REALTY LIMITED Owner ID: 268123 Mailing Address: 5005 WEST AVE STE 100 SAN ANTONIO, TX 78213-2711 % Ownership: 100.00000000000% Exemptions:	102 CONCORD PL	Tall Weeds/Grass	Closed (Business Abated)	10/12/2022
7094	10/10/2022	LUTHER PEREZ	Address: 4219 FREDERICKSBURG RD BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: NBHD code10940 Map ID: Neighborhood CD: 10940 Owner Name: LEVEL 4 INVESTMENT GROUP LLC Owner ID: 3153145 Mailing Address: 8641 WILSHIRE BLVD STE 125 BEVERLY HILLS, CA 90211-2945 % Ownership: 100.000000000000%	4219 FREDERICKSB URG RD	Illegal Dumping	Closed (Business Abated)	10/19/2022
7093	10/10/2022	LUTHER PEREZ	Address: 100 N CROSSROADS BLVD BALCONES HEIGHTS, TX 78201 Mapsco: 581D3 Neighborhood: NBHD code10930 Map ID: Neighborhood CD: 10930 Owner Name: GENERAL MEDIA HOLDINGS LLC Owner ID: 3252457 Mailing Address: ATTN: ALEX BAHRAMI 7117 AVIGNON DR ROUND ROCK, TX 78681-5332 % Ownership: 100.00000000000% Exemptions:	100 N CROSSROADS BLVD	Overflowing Dumpster	Closed (Business Abated)	10/19/2022

7092	10/7/2022	LUTHER PEREZ	Address: 111 SIESTA LN BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: NBHD code10950 Map ID: Neighborhood CD: 10950 Owner Name: ACG SIESTA LLC Owner ID: 3276200 Mailing Address: PO BOX 4166 BEAUFORT, SC 29903- 4166 % Ownership: 100.00000000000% Exemptions:	111 SIESTA LN	Certificate of Occupancy	Closed (Business Abated)	10/19/2022
7091	10/7/2022	MIGUEL OCHOA	Address: 401 BALCONES HEIGHTS RD BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: BALCONES HEIGHTS (SA/NE) Map ID: Neighborhood CD: 92300 Owner Name: CAPO CHRISTOPHER J Owner ID: 3137191 Mailing Address: 401 BALCONES HEIGHTS RD SAN ANTONIO, TX 78201-1809 % Ownership: 100.00000000000% Exemptions:	401 BALCONES HEIGHTS RD	Call for Service Parking over the sidewalk. Complaint shared with PD.	Open/See Notes	
7090	10/7/2022	LUTHER PEREZ	Address: 2730 HILLCREST DR SAN ANTONIO, TX 78228 Mapsco: 581C4 Neighborhood: NBHD code10950 Map ID: Neighborhood CD: 10950 E-File Eligible Owner Name: COAST TO COAST HOLDINGS LLC Owner ID: 3339181 Mailing Address: 2730 HILLCREST DR SAN ANTONIO, TX 78228 % Ownership: 100.00000000000% Exemptions:	2730 HILLCREST DR	Working without a permit	10-Day Certified Letter Sent	10/26/2022
7089	10/6/2022	LUTHER PEREZ	Address: 4300 FREDERICKSBURG RD BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: NBHD code10940 Map ID: Neighborhood CD: 10940 Owner Name: LYSAR RISE LLC & OAKS RISE LLC Owner ID: 3343451 Mailing Address: 80 MAIN ST STE 560 WEST ORANGE, NJ 07052 % Ownership: 100.00000000000% Exemptions:	4300 FREDERICKSB URG RD	Outside Storage	Verbal Warning	10/15/2022

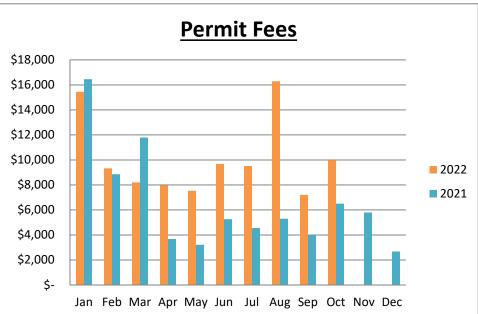
7088	10/6/2022	LUTHER PEREZ	Address: 4522 FREDERICKSBURG RD SAN ANTONIO, TX 78201 Mapsco: 581D3 Neighborhood: NBHD code10930 Map ID: 1.41 Neighborhood CD: 10930 Owner Name: CROSSROADS MALL PARTNRS LTD Owner ID: 2679850 Mailing Address: 4522 FREDERICKSBURG RD STE 124 SAN ANTONIO, TX 78201-6589 % Ownership: 100.00000000000% Exemptions:	4522 FREDERICKSB URG RD SUITE 100 & 99	Signage-No Permit	E-mail Sent Owner/Agent	10/23/2022
7087	10/6/2022	LUTHER PEREZ	Address: 6945 W IH 10 SAN ANTONIO, TX 78213 Mapsco: 581D3 Neighborhood: NBHD code10360 Map ID: Neighborhood CD: 10360 Owner Name: ALEGRIA DE SOL APARTMENT LLC Owner ID: 3077720 Mailing Address: 11209 LIMONCILLO CT AUSTIN, TX 78750-3688 % Ownership: 100.000000000000% Exemptions:	6945 W IH 10	Graffiti	Closed (Business Abated)	
7086	10/6/2022	LUTHER PEREZ	Address: 426 WAYSIDE DR SAN ANTONIO, TX 78213 Mapsco: 581F2 Neighborhood: DELLVIEW (NE/SA) Map ID: Neighborhood CD: 98002 Owner Name: PLOETZ GARY G & KIMBERLY S Owner ID: 2775760 Mailing Address: 20770 US HIGHWAY 281 N # 108-217 SAN ANTONIO, TX 78258-7655 % Ownership: 100.00000000000% Exemptions:	426 WAYSIDE DR	Animal Nusiance (Viscious or at large)	Verbal Warning	10/10/2022
7085	10/4/2022	LUTHER PEREZ	Address: 111 SIESTA LN BALCONES HEIGHTS, TX 78201 Mapsco: 581D4 Neighborhood: NBHD code10950 Map ID: Neighborhood CD: 10950 Owner Name: ACG SIESTA LLC Owner ID: 3276200 Mailing Address: PO BOX 4166 BEAUFORT, SC 29903- 4166 % Ownership: 100.0000000000% Exemptions:	111 SIESTA LN	Signage- Temporary	E-mail Sent Owner/Agent	10/13/2022

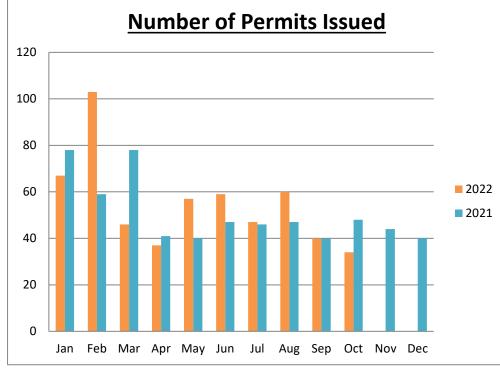
7084	10/4/2022	LUTHER	Address: 111 SIESTA LN	111 SIESTA	Rental	30-Day	12/4/2022
		PEREZ	BALCONES HEIGHTS, TX	LN	Registration	Certified Letter	
			78201 Mapsco: 581D4		Inspection	Sent	
			Neighborhood: NBHD				
			code10950 Map ID:				
			Neighborhood CD: 10950				
			Owner Name: ACG SIESTA				
			LLC Owner ID: 3276200				
			Mailing Address: PO BOX				
			4166 BEAUFORT, SC 29903-				
			4166 % Ownership:				
			100.0000000000%				
			Exemptions:				
7083	10/3/2022		Address: 4220	4220	Tall	Closed	10/12/2022
		PEREZ	FREDERICKSBURG RD	FREDERICKSB	Weeds/Grass	(Business	
			BALCONES HEIGHTS, TX	URG RD		Abated)	
			78201 Mapsco: 581D4				
			Neighborhood: NBHD				
			code10940 Map ID:				
			Neighborhood CD: 10940 E-				
			File Eligible Owner Name:				
			UNITED STATES WORLD				
			PROPERTY Owner ID: 258067				
			Mailing Address: 4220				
			FREDERICKSBURG RD SAN				
			ANTONIO, TX 78201-1901 %				
			Ownership:				
			100.000000000%				
			Exemptions:				
7082	10/3/2022		Address: 116 HANNASCH DR	116	Outside	Closed	10/13/2022
		PEREZ	SAN ANTONIO, TX 78213	HANNASCH DR	Storage	(Resident	
			Mapsco: 581D2			Abated)	
			Neighborhood: DELLVIEW				
			(NE/SA) Map ID:				
			Neighborhood CD: 98002				
			Owner Name: MCKINNON				
			BYRON W ETAL Owner ID:				
			2885024 Mailing Address: 116				
			HANNASCH DR SAN				
			ANTONIO, TX 78213-3431 %				
			Ownership:				
			100.0000000000%				
			Exemptions:				

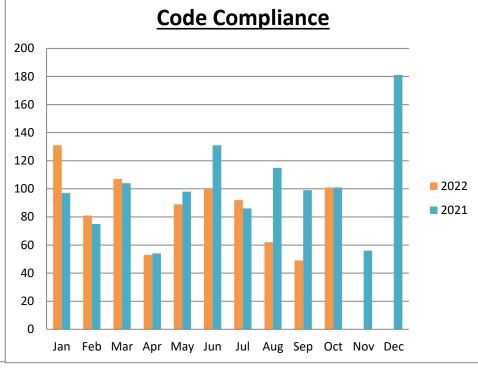
Total Records: 101 11/7/2022

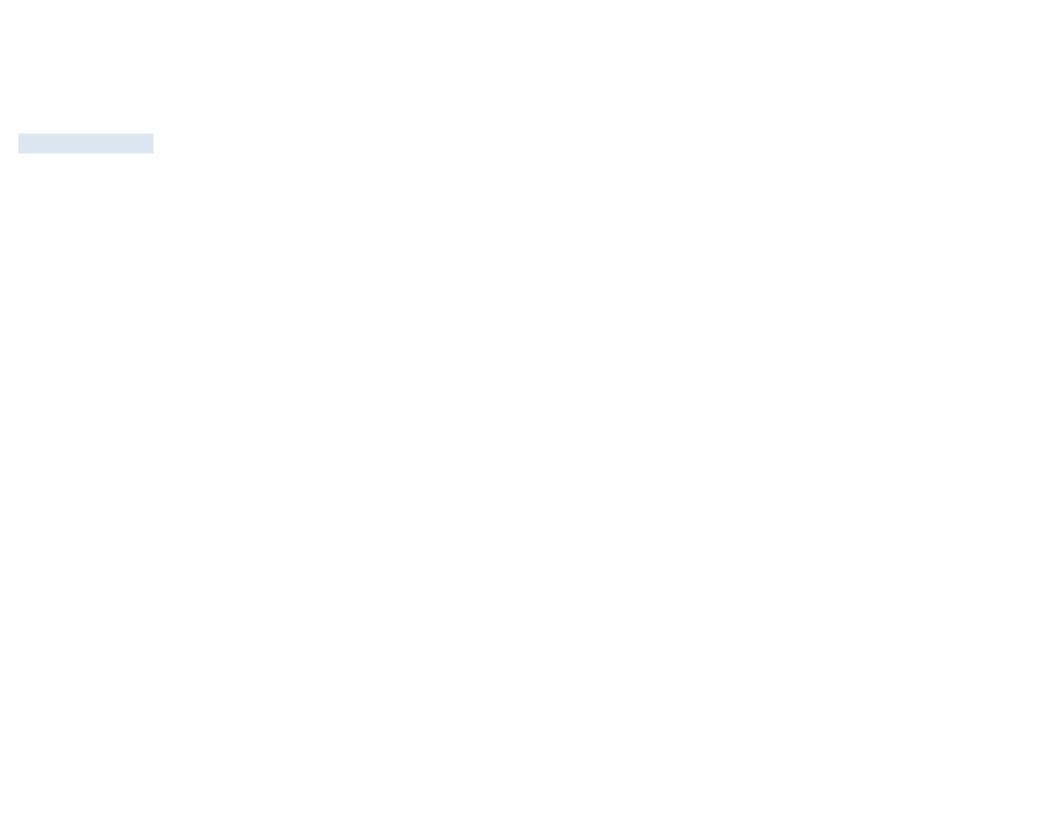
COMMUNITY DEVELOPMENT MONTHLY COUNCIL REPORT 10/1/2022 -10/31/2022

	Numl	ber of						
	Permits Issued		Code Comp		Permit Fees			es
Month	2022	2021	2022	2021		2022	2021	
Jan	67	78	131	97	\$	15,441	\$	16,461
Feb	103	59	81	75	\$	9,332	\$	8,850
Mar	46	78	107	104	\$	8,210	\$	11,792
Apr	37	41	53	54	\$	7,964	\$	3,676
May	57	40	89	98	\$	7,534	\$	3,220
Jun	59	47	100	131	\$	9,675	\$	5,263
Jul	47	46	92	86	\$	9,508	\$	4,557
Aug	60	47	62	115	\$	16,292	\$	5,299
Sep	40	40	49	99	\$	7,202	\$	3,991
Oct	34	48	101	101	\$	9,979	\$	6,497
Nov		44		56			\$	5,797
Dec		40		181			\$	2,677
YTD Total	550	608	865	1197	\$	101,137	\$	78,080









2022 - October BUILDING DEPARTMENT INSPECTIONS

INSPECTION DATE	PERMIT#	TYPE OF INSPECTION	ADDRESS
10/7/2022	5947	Wall sign final	100 Crossroads Blvd Gold's Gym
10/13/2022	6030	Plumbing - Gas	4522 Fredericksburg Rd., Ste. B100-B99 AR Entertainment
10/13/2022	5941	Elec r-in	4205 Fredericksburg Rd Old Taco Cabana (Iguanas Burritozilla)
10/14/2022	5943	Above ground plumb	4205 Fredericksburg Rd Old Taco Cabana (Iguanas Burritozilla)
10/14/2022	5941	Re-inspection elec r-in	4205 Fredericksburg Rd Old Taco Cabana (Iguanas Burritozilla)
10/17/2022	6093	HVAC final	1147 Babcock Rd.
10/24/2022	6100	Plan Review	4441 Fredericksburg Rd., Club Car Wash
10/25/2022	6093	Re-insection HVAC final	1147 Babcock Rd.
10/26/2022	6095	Hood Install	4522 Fredericksburg Rd., Ste. B35, B99 and B100 A&R Entertainment
10/28/2022	5643	C of O - new ownership	4300 Fredericksburg Rd The Rise Apts.
10/31/2022	6061	Circus Tent	310 N. Crossroads Blvd.

10 Inspections

1 Plan Review

This report was compiled on 11-4-22. The individual cases may have been resolved or incur a change in status after this date.



Monthly Permit Report

10/01/2022 - 10/31/2022

Permit Date	Permit #	Type of Permit	Project/Busines s Name	Project/Busine ss Address	Job Valuation	Total Fees	Total Payments
10/28/2022	6111	Special Events	Texas Medicare Solutions	440 Crossroads Blvd.	0.00		Payments
10/28/2022	6110	Sign(s)	MR. E. ELECTRONICS	2818 HILLCREST DR	450.00	\$51.50	\$51.50
10/28/2022	6109	HVAC	Methodist Hospital Texsan ER Exam/Triage Renovation	6700 IH-10 W.	20,000.00	\$669.50	\$669.50
10/27/2022	6108	Contractor	59 South Signs		0.00		
10/27/2022		Contractor Registration	Texas Solar Broker LLC		0.00		
10/26/2022		Contractor			0.00		
10/26/2022	6105	Electrical w/ Building Permit		6700 IH-10 W.	13,500.00	\$478.95	\$478.95
10/26/2022	6104	Plumbing	Delma Pacheco	218 Concord Plc.	10,001.00	\$149.35	\$149.35
10/25/2022	6103	Contractor Registration	VGM Heating and Cooling		0.00		
10/25/2022	6102	Plumbing	Dakota Apartments	3110 Hillcrest Dr., Apt. 415	2,033.00	\$124.62	\$124.62
10/25/2022		Contractor			0.00		
10/23/2022	6100	Construction	Club Car Wash - Balcones Heights	4441 Fredericksburg Rd.	1,800,000.00	\$4,393.08	\$4,393.08
10/19/2022	6099	Special Events	Social Revolt	4522 Fredericksburg Rd.,	0.00		
10/18/2022	6098	Certificate of Occupancy	SIESTA LANE APARTMENTS	111 SIESTA LANE	0.00	\$150.00	\$150.00
10/13/2022	6097	Garage Sale			0.00	\$10.00	\$10.00
10/13/2022	6096	Certificate of Occupancy	Ultimate Pot Pies	4522 Fredericksburg Rd., Ste. A67	0.00		
10/13/2022	6095	Mechanical	A&R Entertainment		6,000.00	\$236.90	\$236.90
10/13/2022	6094	Contractor Registration	Houston Temperature Control		0.00		
10/12/2022	6093	HVAC	Nuala Benson	1147 Babcock Rd.	10,500.00	\$322.51	\$322.51
10/12/2022	6092		ROLANDS ROOFING CO. INC	6735 LOWBID LANE	0.00	\$77.25	\$77.25
10/12/2022	6091	Roof		601 BALCONES HEIGHST RD	8,400.00	\$128.75	\$128.75
10/12/2022	6090	Garage Sale			0.00	\$10.00	
10/12/2022		Construction	Test	103 Glenarm	0.00		
10/11/2022	6088	Electrical	Hero's Retreat	4522 Fredericksburg Rd., Ste. A53	2,300.00	\$132.87	\$132.87
10/11/2022	6087	Contractor			0.00		

Page: 1 of 2

10/11/2022	6086	Contractor	J&R Heating and		0.00		
10/10/2022	6005	Registration	Air Conditioning	100 Crossronds	102.000.00	¢777.00	4777 OO
10/10/2022		Remodel -	Fruiteria La	100 Crossroads	192,000.00	\$777.89	\$777.89
10/6/2022		Commercial	Tropicana	Blvd., Ste. 105	262 222 22	14.050.50	14.050.50
10/6/2022	6084	Remodel -		4522	262,000.00	\$1,959.52	\$1,959.52
		Commercial	Americas -	Fredericksburg			
				Rd., Ste. A-90			
			Floor Leveling				
10/6/2022	6083	Sign-Banner or	BALCONES URBAN	4210	0.00	\$51.50	\$51.50
		_	FLATS	FREDERICKSBUR			
		, ,		G RD			
10/6/2022	6082	Sign-Wall	COAST TO COAST	2730 HILLCREST	2,500.00	\$87.29	\$87.29
			HOLDINGS LLC	DR			
10/5/2022	6081	Contractor	MRCS Enterprises		0.00	\$75.00	\$75.00
		Registration	Inc				
10/4/2022	6080	Contractor	JC Enriquez and		0.00		
		Registration	Sons Plumbing				
10/3/2022	6079	RPRIP Single	J. RUBEN GUERRA	231 ALTGELT	0.00	\$51.50	\$51.50
		Family/Duplex		AVE			
10/3/2022	6078	Sign-Banner or	TROPICANA	100	0.00	\$51.50	\$51.50
		Temporary		CROSSROADS			
				BLVD			
						\$9,989.48	\$9,979.48

Total Records: 34 11/7/2022



BALCONES HEIGHTS



ECONOMIC DEVELOPMENT CORPORATION (EDC)

& OTHER UPDATES TO CITY COUNCIL

NOVEMBER 4, 2022

NOTE: COMMUNITY RELATIONS UPDATES ARE CONTAINED IN A SEPARATE REPORT.

WONDERLAND OF THE AMERICAS PARTNERSHIP (WOTA):

The Mayor, EDC Chair Scott Rausch, Mr. Perales, EDC Counsel Clay Binford, Mr. Messick, and Mr. Nastasi have continue meeting with our WOTA general partners in navigating various aspects of our partnership agreement. Mr. Nastasi has convened several meetings over the past month and progress will be shared as appropriate.

On Wednesday, November 2, 2022, Mayor de Leon, Mr. Perales, and Mr. Nastasi attended a preview of **WOTA's "Brand Uncovering."** Included in the presentation by Sprocket Media Hub CEO Alejandro Maya were video interviews with the Mayor, Councilman Juan Lecea, former Fire Chief Brock Ward, Police Chief John Jahanara, Mr. Nastasi as well as members of the WOTA management team and WOTA tenants.

Mr. Nastasi continues to work with WOTA Managing Partner Sid Weiss, and WOTA staff on various aspects of operations.

PROPERTY UPDATES:

6901 I-10 West Frontage Road.

(vacant property adjacent to former Howard Johnson Inn and Suites)

Mr. Nastasi has continued discussion with a developer who is interested in the property and continues to coordinate with Ms. Thelen on zoning and other compliance issues.

ECONOMIC DEVELOPMENT CORPORATION (EDC):

The November 16, 2022 EDC Board Meeting time has changed from its regular 5:30 PM time. The November meeting will take place at 11:00 AM, Wednesday. November 16, 2022.

Councilman Stephen Lara has submitted his letter of resignation. A letter of resignation from Vice Chair Melissa Aguillion is still pending.

Mr. Nastasi is presently drafting:

- an informal board member candidate criterion and application form to help facilitate the recruitment of new EDC board members.
- Revisions to the current Director of Economic Development and Public Affairs
 Department job description, to encompass the additional duties as Executive
 Director of the Balcones Heights Economic Development Corporation.

Mr. Perales and Mr. Nastasi are reviewing a potential timeline and process for facilitating the eventual move of "primary essential services" to Wonderland of the Americas.

HOTEL OCCUPANCY TAXES:

Mr. Nastasi and Ms. Spence are drafting a plan to effectively promote Balcones Heights as an entertainment hub, with hotel accommodations and other amenities in the center of San Antonio. Using Hotel Occupancy Taxes (HOT) funding, it is anticipated that the campaign will kick off with the opening of A&R Entertainment.

Planning is underway for the **2023 Balcones Heights Jazz Festival**. Planning will focus on maintaining compliance with the tax code, while preserving the integrity of the event and adding appropriate elements to expand its appeal.

MISC:

Staff continues to participate in the City's Master Plan update process.

Staff continues to participate in the City's EPA Brownfields Grant Application.

Staff continues to have conversations with various property owners in the City relative to redevelopment.

Mr. Nastasi continues to update interested media outlets on developments at WOTA.

Mayor de Leon and Mr. Nastasi represented the City At the October 27, 2022 reception commemorating the San Antonio Medical Foundation's 75th Anniversary.

The Economic Development & Public Affairs Office is located at 4522 Fredericksburg Rd, Ste A-22. Contact the office at 210.732.0055 or by email: lorenzo@bhtx.gov.

City of Balcones Heights Fire Department Report

October 2022

Inspection Type	Month	Year
Certificate of Occupancy	2	35
Plan Review	2	26
Business Inspection	15	91
Public Education Activities	4	16
Total	23	168

Acadian Ambulance	Month	Year
Total Calls	84	607
Non-Compliant Calls	7	447
Patient Transports	63	670
Compliance Percentage	91	
Average Response Time	7:56	

Incident Type	Month	Year
Fire Call	7	43
Mutual Aid	4	29
Rescue/EMS	82	670
Hazardous	4	15
Assist Public	6	26
Good Intent	0	0
False Alarm	6	45
Motor Vehicle Collision	3	64
Total Calls	112	892



MONTHLY FALSE ALARM BILLING REPORT-OCTOBER 2022

- > 39 Total BHPD & BH FIRE false alarm calls
- ➤ 4 Business' were invoiced
- > Total amount invoiced \$450.00

Other information if needed:

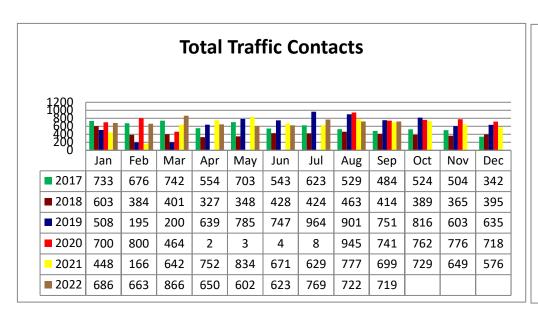
Security False Alarms – per calendar year

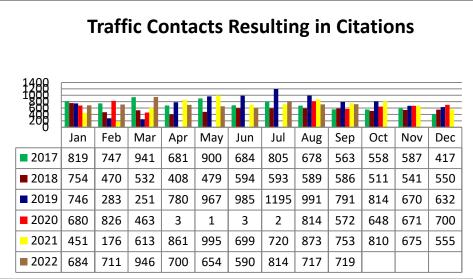
- 1st 3rd Fee waived
- 4th 5th \$50.00
- 6th 7th \$75.00
- 8th \$100
- Each additional False Alarm beyond 8th, each \$100

Fire/Robbery/Panic False Alarms – per calendar year

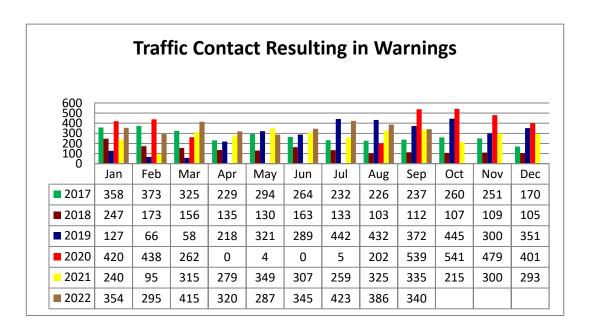
- 1st & 2nd Fee waived
- 3rd \$150.00
- 4th \$200.00
- 5th \$250.00
- 6th \$300.00
- 7th \$350.00
- 8th \$400.00
- Each additional False Alarm beyond 8th, each \$500

Submitted by Lisa Merlo Finance/Administrative Coordinator City of Balcones Heights

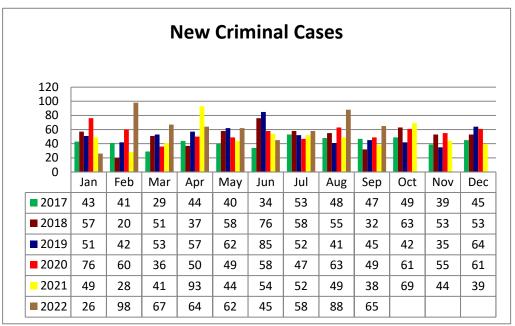


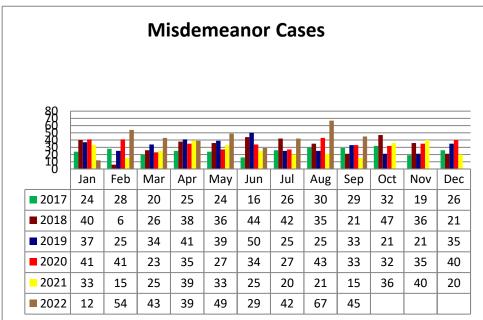


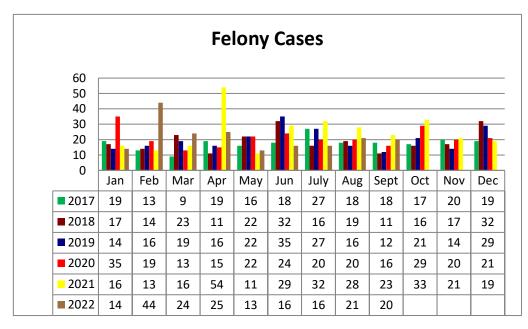
719 traffic contacts resulted in 751 written citations and 340 written warnings.

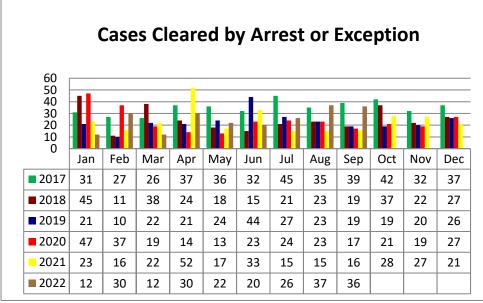


City of Balcones Heights Police Department - Investigations Division









There were 65 new criminal cases assigned to investigations, 45 misdemeanors and 20 felonies.

Out of the 65 cases assigned to investigators 36 cases were cleared by Arrest or Exception

A total of 6 cases investigated were filed Pending Further Investigation (PFI), 29 cases were filed w/DA and there was 2 cases filed w/DA as At-Large.

20 of the cases filed were misdemeanor and 9 were felonies. 5 Misdemeanor cases and 0 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	<u>2237228(0)</u>	9/03/2022	2024 hrs Sat	440 Crossroads Blvd
				Dave and Busters
2	<u>2238082(0)</u>	9/09/2022	2219 hrs Fri	440 Crossroads Blvd
				Dave and Busters
3	<u>2238091(0)</u>	9/09/2022	2312 hrs Fri	440 Crossroads Blvd
				Dave and Busters
4	<u>2238094(0)</u>	9/10/2022	0002 hrs Sat	440 Crossroads Blvd
				Dave and Busters
5	<u>2239320(0)</u>	9/16/2022	1916 hrs Fri	100 Crossroads Blvd
				Golds Gym
6	<u>2240102(0)</u>	9/21/2022	2204 hrs Wed	1130 Babcock Rd
				Ascent Apartments
7	<u>2240775(0)</u>	9/26/2022	1516 hrs Mon	200 Crossroads Blvd
				Firestone



City of Balcones Heights Police Department



Residential Crime Report / September 2022

	<u>Date</u>	Criminal Offense	<u>Address</u>	Disposition	Property Type
2236874(0)	09/01/2022 1205	Criminal Trespass	4210 Fredericksburg	CBA	Multi-Family
<u>2237019(0)</u>	09/02/2022 1300	Assault Family Violence	700 Gentleman Rd	CBA	Multi-Family
<u>2237910(0)</u>	09/08/2022 1653	Assault Family Violence	516 Gentleman Rd	CBA	Multi-Family
2238279(0)	09/11/2022 0444	Theft Motor Vehicle	700 Gentleman Rd	ACTIVE	Multi-Family
<u>2240071(0)</u>	09/21/2022 1553	Animal Cruelty	200 Blk Crestview	ACTIVE	Single-Family
2240102(0)	09/21/2022 2204	Burglary Vehicle	1130 Babcock Rd	ACTIVE	Multi-Family
2240313(0)	09/23/2022 0539	Assault Family Violence	4300 Fredericksburg	CBA	Multi-Family
2240344(0)	09/23/2022 1415	Criminal Trespass	800 Gentleman Rd	CBA	Multi-Family
2240703(0)	09/25/2022 2056	Assault Family Violence	4210 Fredericksburg	ACTIVE	Multi-Family
2240932(0)	09/27/2022 1534	Possession Narcotics	3253 Hillcrest Dr	CBA	Multi-Family



City of Balcones Heights Police Department SNAP Data / September 2022



Date of Offense	<u>Location</u>	SNAP Offense	Case Number
09/02/2022	700 Gentleman Rd	Assault Family Violence	2237019
09/08/2022	516 Gentleman Rd	Assault Family Violence	2237910
09/23/2022	4300 Fredericksburg	Assault Family Violence	2240313
09/25/2022	4210 Fredericksburg	Assault Family Violence	2240703
09/27/2022	3253 Hillcrest Dr	Possession Narcotics	2240703

Balcones Heights Police Department Calls - By Type

09\01\2022 thru 09\30\2022 Agency is: BALCONES HEIGHTS POLICE

Туре	Description	# Of Calls	
177	911 HANG UP	13	
174	911 OPEN LINE	6	
46	ABANDONED VEH	1	
33	ACCIDENT/HIT&RUN	6	
31	ACCIDENT/MAJOR	11	
29	ACCIDENT/MINOR	25	
34	ACCIDENT/PVT PROP	3	
152	ALARM-CO	3	
150	ALARM-FIRE	1	
39	ALARM/BUSINESS	19	
43	ALARM/MOTION	2	
40	ALARM/RESD	3	
41	ALARM/SILENT/HOLDUP	2	
44	ALARM/UNKNOWN	1	
35	ANIMAL CALL	3	
181	AOA	23	
185	ARREST	7	
21	ASSAULT	3	
215	ASSAULT/SEXUAL	1	
36	ASSIST OTHER AGNY	2	
37	ASSIST PUB	6	
8	BURGLARY/BUS	3	
202	BURGLARY/COIN MACHINE	1	
3	BURGLARY/VEH	8	
236	BUSINESS CHECK	1,470	
220	CHILD CUSTODY/INFORMATION	2	
50	CIVIL STANDBY	7	
183	COUNTERFEIT	1	
13	CRIM MISCH	4	
188	CRIME PREVENTION	30	
129	CRIMINAL TRESSPASS	29	
59	CUTTING/STABBING	1	
176	DECEASED	13	
121	DISTURBANCE	45	
61	DISTURBANCE/ANIMAL	1	
63	DISTURBANCE/DOMESTIC	2	
48	DISTURBANCE/NOISE	7	
47	DISTURBANCE/PHYSC	4	
26	DISTURBANCE/VERBAL	13	
64	DWI	1	
130	EMERGENCY DETENTION	10	
184	EVADING ARREST	1	
103	FIGHT	2	
67	FIRE-BRUSH/GRASS/TREE	1	
217	FIRE-ODOR/SMOKE	2	
70	FOLLOW-UP	24	
178	FOOT PATROL	4	
78	HARRASMENT	4	
189	HOMELESS	73	
40/05/0000 40 00		4 -4 5	

Туре	Description	# Of Calls	
239	HOUSE CHECK	2	
117	INFORMATION	16	
223	INJURED OFFICER	2	
212	JAY WALKING	1	
210	LOST PROPERTY	1	
138	MED-SICK PERSON	1	
141	MED-UNKOWN	3	
115	MISSING PERSON	1	
235	MONITORING TRAFFIC	1	
55	OFF DUTY	11	
124	PAN HANDLER	5	
97	PARKING VIOLATION	1	
96	PATROL BY	933	
119	POSSESSION DRUG PARA	2	
168	PROPERTY RELEASE (IMPOUND)	1	
192	PUBLIC RELATIONS	1	
112	RECLESS DRIVER	4	
231	RES-MAILBOX	8	
221	RES-PATROL BY	331	
222	RES-STOP/TALK	33	
227	ROBBERY/BUSN	1	
240	ROGIERS PARK CHECK	237	
45	SHOTS FIRED	5	
230	SPECIAL ASSIGNMENT	3	
125	STALLED VEHICLE	12	
111	SUICIDAL PERSON	2	
73	SUSP/CIRCUMSTANCE	54	
229	SUSP/ITEM	1	
75	SUSP/PERSON	77	
76	SUSP/VEHICLE	22	
9	THEFT	29	
11	THEFT AUTO	6	
77	THEFT OF SERVICE	1	
10	THEFT/PRG	1	
79	THREATS	3	
2	TRAFFIC	710	
195	TRAFFIC CONTROL	7	
28	TRAFFIC HAZARD	2	
82	VCO/SOLICITATION	1	
233	VEH IMPOUND	14	
162	VEHICLE MAINTANENCE	41	
132	VEHICLE RELEASE	18	
123	WALK UP	29	
83	WARRANT SERVICE	29	
51	WELFARE CONCERN	26	
	Total	4,593	

10/05/2022 12:26 2 of 2

RESIDENTIAL-BUSINESS PATROLS SEPTEMBER 2022

Residential Patrols	331
Residential Stop and Talks	33
Residential Mail Box Patrols	8
Rogier's Park Patrols	237
Business Patrols	1,470
Combined Residential /Business/Park Patrols	2,079

Calls For Service Report - Balcones Heights Police Department

Sorted by Call_Number, Call_Date, Call_Time

Call_Date: 09/01/2022 00:00 - 09/30/2022 23:59

Agency: BALCONES HEIGHTS POLICE

Call_Type: ALARM-CO, ALARM/AUDIBLE, ALARM/BUSINESS, ALARM/MOTION, ALARM/RESD, ALARM/SILENT/HOLDUP, ALARM/UNKNOWN

		, <u> </u>		, - ,	5	
se Num Date	Time	Business	Address	Zone	Disposition	Total
2238030 09/09/2022	17:09:56	La Mechocana	100 CROSSROADS BOULEVARD	Activated tracker device for main cash drawer	False alarm	
2240996 09/27/2022	23:18:13	La Mechocana	100 CROSSROADS BOULEVARD	Zone 24-motion	False alarm	2
2240366 09/23/2022	19:14:01	Krav Maga	100 CROSSROADS BOULEVARD	Front entrance lobby	False alarm	1
2237619 09/06/2022	09:04:31	106 Hannasch	106 HANNASCH STREET	Residential accidential alarm	False alarm	1
2237443 09/05/2022	11:19:33	Siesta Lane Apartments Apt# 5-B	111 SIESTA LANE	Residential panic alarm-Medical 1 description	False alarm	1
2240397 09/24/2022	00:38:26	Siesta Lane Apartments	111 SIESTA LANE	Door Dasher Felicia Carranza 321-261-2753 press	Negative contact	1
2239490 09/17/2022	17:44:13	Balcones Heights Impound	112 ALTGELT AVENUE	Back beam	False alarm	
2240040 09/21/2022	10:29:29	Balcones Heights Impound	112 ALTGELT AVENUE	*No dispatch notes	False alarm	
2240731 09/26/2022	08:45:03	Balcones Heights Impound	112 ALTGELT AVENUE	Left beam	False alarm	
2240747 09/26/2022	10:21:12	Balcones Heights Impound	112 ALTGELT AVENUE	Grady's vehicle	False alarm	4
2237662 09/06/2022	20:19:02	Ascent Apartments	1150 BABCOCK ROAD	Zone 2 back office motion	SAPD notified	1
2236917 09/01/2022	19:44:37	Slay Engineering	123 ALTGELT AVENUE	Zone 2 hall motion	False alarm	
2237427 09/05/2022	06:52:08	Slay Engineering	123 ALTGELT AVENUE	Zone 3 Hall 360 motion	False alarm	
2238149 09/10/2022	12:26:27	Slay Engineering	123 ALTGELT AVENUE	Zone 2 Hall motion	False alarm	
2239359 09/17/2022	00:47:40	Slay Engineering	123 ALTGELT AVENUE	Perimeter check-all secure	False alarm	4
2237437 09/05/2022	08:32:55	Marine Max-Sail n Ski	141 BALCONES NORTH	Burglar alarm front motion	False alarm	1
2237863 09/08/2022	07:22:04	214 Pleasant	214 PLEASANT DRIVE	Resident set alarm off	False alarm	1
2237461 09/05/2022	16:03:27	Balcones Lofts	3230 HILLCREST DRIVE	Leasing office-front door unlocked	False alarm	1
2237256 09/04/2022	01:35:19	Celebration Catering	3307 HILLCREST DR	Zone 7 left room motion	False alarm	1
2237622 09/06/2022	10:11:06	Easy Wash	4017 FREDERICKSBURG ROAD	Zone office door	False alarm	1
2238329 09/11/2022	15:47:45	Urban Flats	4210 FREDERICKSBURG ROAD	Maintenance OfficeZone 83 rear left acivation-doo	False alarm	1
2237017 09/02/2022	05:15:23	Chick-Fil-A	4455 FREDERICKSBURG ROAD	Bug exit door-Office door	False alarm	1
2238101 09/10/2022	01:33:11	Babe's Burgers	4535 FREDERICKSBURG ROAD	Zone 0-Tamering from panel side	False alarm	
2238107 09/10/2022	04:20:36	Babe's Burgers	4535 FREDERICKSBURG ROAD	General alarm-possibly still going off	False alarm	
2239060 09/15/2022	08:49:55	Babe's Burgers	4535 FREDERICKSBURG ROAD	Back door-	False alarm	
2239170 09/16/2022	00:00:10	Babe's Burgers	4535 FREDERICKSBURG ROAD	Back door Zone-3	False alarm	4
2240374 09/23/2022	21:37:33	Luby's	4541 FREDERICKSBURG ROAD	To go motion-Motion inside	False alarm	1
2239494 09/17/2022	20:33:25	501 Balcones Heights	501 BALCONES HEIGHTS ROAD	Glass break-Mark Saenz owner	False alarm	1
2240195 09/22/2022	10:35:32	St. Gregory's Church	700 DEWHURST ROAD	BluePoint Activation	arrest-Criminal Trespas	1
2237626 09/06/2022	10:22:55	First Unitarian	7150 W IH 10	Zone 9-Garage door	False alarm	1

Total False Calls 30



PUBLIC AFFAIRS/COMMUNITY RELATIONS REPORT TO CITY COUNCIL OCTOBER/NOVEMBER 2022



COMMUNITY RELATIONS:

City Leaders for a Day – program held October 24, 2022. Student leaders Paloma O.; Matthew C.; and Anderson D. were selected from 42 essay entries. Thank you to City staff for making the day fun and exciting for the students, and to the BHPOA for their donation to gifts for the students. The students provided unique perspectives and ideas. Winning student essays are on the city website: bhtx.gov. Copies of all student essays are available in the ED/PA Office at Wonderland of the Americas, Ste. A-22.

AT&T-Optimum Wireless - ribbon-cutting ceremony postponed due to weather. Future date TBD.

Veterans Day Commemoration – working with Mayor and Councilman Valverde to plan the November 10, 2022 event to recognize and honor veterans residing in and working for the city. Designed and mailed invitation to list from 2019 event; also included in the November newsletter. Commemoration will begin at 10:30 AM. Program will include recognitions, gift presentations, and lunch.

St. Mary's student internship - Completed internship with Masters of Public Administration student Mark Martinez. Mr. Martinez spent 150 hours with the Economic Development/Public Affairs team. Tasks included research for RFQ's for redevelopment projects, grant application options for city programs, entertainment options for the Wonderland property, and a list of potential conflicting events (for Jazz scheduling) in July 2023. Mr. Martinez' observations on his internship are attached at the end of the report.

Solicited volunteers for the Neighborhood Watch Program and the 75th Anniversary Celebration during National Night Out. No residents were identified. Will continue to promote the program and event on the City website.

Blue Santa Program – designed event flyer, created webform for registration into the program. Will work with BHPOA to promote the program and solicit donations. Gift exchange is scheduled for Saturday, December 17, 2022; 10:00 AM – 1:00 PM in the Training Room.

MEDIA:

Website Upgrade - timeline for conversion to new website is underway. Three companies were identified for review: *Town Web, Civic Plus*, and *Revize*. Town Web has been eliminated as the platform does not allow staff to upload documents directly.

Civic Plus and Revize both offer responsive, easy-to-navigate options and are adaptable to desktop, phone or tablet.

Homework sheet for website company review is complete and will be shared with staff Tuesday, November 8. Packet will be shared with City Council also. Responses will help PA staff determine which features and functions will provide the best service to the community.

Destination marketing – updated Tour Texas ad to include AR Entertainment.

STRATEGIC PLAN:

Communication Plan – overview of plan shared at October 24 City Council meeting focuses on 5 areas: Goals & Objectives, Target Audience, Compelling Message, Strategies & Plans, and Budget. Staff will continue to define and add elements to create an effective plan.

Working with Ms. Sanchez, Ms. Thelen, and Ms. Merlo, attended several webinars from companies to learn about options to better provide services to residents and contractors

NEWSLETTER:

November 2022:

Digital edition posted to city website November 1

Print edition reached mailboxes November 4

E-newsletter edition shared November 1 -

48 subscribers: 29% open rate (15 subscribers) and 16% click rate (7 responders opened link in the newsletter)

JAZZ FESTIVAL:

Initial research has begun to select a date for the 2023 event. Will consider joining the Festival with the City's 75th Anniversary celebration to best use funds and services.

MENTIONABLES:

Assisted Fire Department with Citizen's Fire Academy refreshment options Staff will continue to sort through archived files and other materials in storage.

ADDITIONAL ACTIVITES:

Staff continues to participate in Comprehensive Land Use Plan discussions.

Staff continues to meet with various business/property owners, developers, etc.

SOCIAL MEDIA:

Facebook: Promoted the following activities and events in October/November-

- National Night Out
- Wonderland of the Americas events
- Brevity Coffee Grand-Opening/ribbon-cutting
- National Fire Prevention Week
- Pleasant Dr. reconstruction updates
- o Employment Opportunities in Balcones Heights
- o Senator Menendez' Community Gathering
- Hispanic Trails Cultural Festival
- Water Main Break on Hillcrest
- Early Voting locations and times
- Bedoy's Bakery featured in Express-News
- DEA Take Back Drug Day
- City Leaders for a Day
- Halloween Safety Tips
- o Circus Delman

Post Reach	5,214
Post Engagement	724
New followers	13

.

Post receiving the most activity: Dispatcher

Top post See all

Last 28 days

Boost this post to reach up to 431 more people with every \$10 you spend.



YOU can help save a life! Join the Balcones Heights team today! Learn more at https://bhtx.gov/departments/human-resources

October 11 at 2:45 PM · 🚱

Post Impressions Post reach Post Engagement

4,094 3,732 191

WEBSITE VIEWS:

As of November 6, 2022, the number of times a visitor landed on BHTX.GOV:

Last 7 days: 390

Last 14 days: 766

Last 28 days: 1,489

Last 60 days: 3,400

Last 90 days: 5,221

Future reports will compare monthly and quarterly visits. These numbers will help us as we design the new website.

The Public Affairs Office is located at 4522 Fredericksburg Rd, Ste A-22. Contact the office at 210.732.0055 or by email:mspence@bhtx.gov.

Internship Experience Overview

In my three and a half months of working here at Balcones Heights I can honestly say it has been a valuable experience. Both in learning and in a way getting a small taste of what this type of work entails on a daily basis. Essentially gaining experience on what is not taught in the classroom while at the same time applying classroom knowledge. While being here I have seen firsthand how much time, energy, and money goes into a community and what it will takes for it to succeed. Due to the small size of Balcones Heights the staff working here works twice as hard and "wears multiple hats" when doing their job. Although it is more work for the individual, it is clear how much effort is invested back towards the community.

One of the biggest lessons I learned while working here would be the importance of open and direct dialoged. This way people can be on the same page and strive towards a common goal. Without this dialogue basic information and planning would be in complete diary without a good direction. If opinions and ideas are not shared, then quality decision making will be lacking and it will be the community that suffers for it. Another valuable lesson I learned while working in Economic Development is the importance of bringing foot traffic into the city from the rest of San Antonio. Give people a reason to not only visit but possibly stay in the area and create forward economic momentum.

As an MPA student this was a valuable and highly educational experience to have while still in school. As an intern you first role is to learn and observe and in a smaller city you have a chance to see all the moving parts. Since the staff has multiple roles and responsibilities the overall experience you will receive is unique and valuable. Most importantly, in my opinion, is that everything accomplished is for the community's benefit. Utilizing your skills for the benefit of others and build something new.