



Regular Council Meeting Agenda

Tuesday, January 19, 2021 at 6:30 PM
8301 Westview Drive, Houston, Texas 77055

In accordance with the order of the Office of the Governor issued on March 16, 2020, as amended, this meeting will be conducted via telephonic conference (Zoom). Any person may participate and address the City Council at the meeting or public hearing by Zoom, telephone, personal appearance at City Hall, or by writing.

Join the meeting via Zoom

Link: <https://zoom.us/j/92888325994?pwd=aDA4dTVpRmd3Tm9hMk5jUIZsZ0RWdz09>

Join the meeting via Telephone:+1 346-248-7799 (local)

Meeting ID: 928 8832 5994

Passcode: 607179

This written notice, the meeting agenda, and the agenda packet, are posted online at <http://www.hilshirevillagetexas.com>.

The public will be permitted to offer public comments in person or electronically as provided by the agenda and as permitted by the presiding officer during the meeting.

IF YOU WOULD LIKE TO SEND YOUR COMMENTS PRIOR TO THE MEETING PLEASE SEND TO susan.blevins@hilshirevillagetexas.com.

A recording of the telephonic meeting will be made, and will be available to the public in accordance with the Open Meetings Act upon written request. The matters to be discussed and acted on at the meeting are shown on the agenda below: If you need extra instructions for the use of Zoom please call prior to one (1) hour before meeting (713-973-1779).

1. CALL TO ORDER

1.A. Invocation (Council Member Schwarz)

1.B. Pledge of Allegiance

1.C. Roll Call

2. CITIZEN'S COMMENTS

This is an opportunity for citizens to speak to Council relating to agenda and non- agenda items. Comments are limited up to three minutes. If the topic the speaker wishes to address is on the agenda, the speaker can either speak at this time or defer comments until such time the item is discussed.

Speakers are required to address council at the microphone and give their name and address prior to voicing their concerns.

Note: To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. Items that cannot be referred to the City staff for action may be placed on a future City Council agenda. A copy of any prepared remarks or notes to be used and/or distributed by the speaker must be presented to the City Secretary prior to the beginning of the meeting.

3. REPORTS TO COUNCIL

3.A. Police Report
Incident Report December
Up to date Incident Report for January
Racial Profile Letter

4. DISCUSSION AND POSSIBLE ACTION

4.A. Proclamation recognizing the years of service and the loss of Ray Leiker

4.B. Proclamation recognizing the years of service and the loss of Captain Craig Newman

4.C. Authorizing staff to send email to residents seeking donations for Spring Valley Police Department's Legacy fund

5. REPORT TO COUNCIL-CON'T

5.A. Building Official's Report (BBG Consulting)

5.B. Engineer's Report (Engineer Him)

1220 Archley Drive
1317 Bridle Spur Lane
1331 Friarcreek Lane
1301 Glourie Drive
1326 Glourie Drive (Lot 4)
1334 Glourie Drive (Lot 2)

24 Hickory Shadows Drive
1322 & 1324 Pine Chase Grove and 1327 Glourie Drive
7915 South Villa Circle
Water and Sanitary Sewer Services for 1330 Glourie and 3 Empty Lots

6. DISCUSSION AND POSSIBLE ACTION

6.A. Approval of the replacement of the Storz Fire Hydrant Pumper Connections on all fire hydrants throughout the City Replacement would be done under the Inframark service contract at a cost to purchase and install the units at 35 locations within the city at \$160.49/location with total cost \$5,617.08

7. CLOSED EXECUTIVE SESSION

7.A. City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters on this agenda as authorized by Texas Government Code, Sections 551.071 (Consultation with Attorney) Sections 551.074 (Personnel Matters) and Sections (Security Devices or Security Audits).

None at the time of Posting

City Council may deliberate and consider any actions necessary on any items discussed in the Executive Session. (NONE AT THE TIME AGENDA POSTED)

8. DISCUSSION AND POSSIBLE ACTION

8.A. Discussion on the appointment of Alternate Fire Commissioner and Alternate Board of Adjustment Board Member

8.B. Discussion of Council and Staff priorities for 2021
Budget Planning and Optimization
Status of Outstanding Loans
Infrastructure Maintenance and Enhancement
Editing and Clarification of Code of Ordinances

9. REPORTS TO COUNCIL

9.A. Fire Commissioner's Report (Commissioner Byrne)

9.B. Mayor Herron's Report

9.C. City Administrator's Report:
Complaint & Issues Report (document provided)
Consent Agenda
Grant
Audit
Election
Verizon Agreement - Cell Nodes (documents provided)

9.D. Treasurer's Report (Administrator Blevins)

10. CONSENT AGENDA

10.A. Disbursements

10.B. Minutes from the Regular Council Meeting, December 15, 2020

10.C. Check Registers for December 2020

10.D. Approving the City of Hilshire Village Resolution 2021-210 in support of the Greater Harris County 9-1-1 Legislation

10.E. Approving the City of Hilshire Village Resolution 2021-209 approving the Investment Policy for Public Funds

10.F. Authorizing the City Administrator to sign a one (1) year contract with ES&S for Election Equipment

10.G. Authorizing City Administrator to sign a one (1) year contract with the Houston Community Newspaper a Division of the Houston Chronicle Media utilizing the Memorial Examiner Distribution

11. ADDITIONAL COUNCIL COMMENTS

12. FUTURE AGENDA TOPICS

13. ANNOUNCEMENTS

14. ADJOURNMENT

NOTE: Agenda items may not necessarily be considered in the order that they appear. With regard to any item, Council may take various actions, including but not limited to rescheduling an item in its entirety or for particular action at a future date or time.

NOTE: IN THE EVENT A QUORUM OF THE CITY COUNCIL IS NOT PRESENT, THE REPORTING MEMBERS WHO ARE PRESENT WILL MEET AS A SUB-COMMITTEE, FOR DISCUSSION PURPOSE ONLY, REGARDING THE ABOVE AGENDA ITEM(S).

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

I, Susan Blevins, do hereby certify that the above Notice of Meeting and Agenda for the City Council of the City of Hilshire Village was posted in a place convenient and readily accessible January 15, 2021 at 2:00 p.m.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretative service must be made 48 hours prior to this meeting.

Please contact the City Hall at 713-973-1779 or FAX -713-973-7793 for further information.

SPRING VALLEY POLICE DEPARTMENT

Calls - By Type

12\01\2020
thru 12\31\2020
Zone is: HILSHIRE VILLAGE

Type	Description	# Of Calls
22	ALARM	2
23	AMBULANCE CALL	1
135	BUSINESS CHECK	37
60	FIRE CALL	1
70	INFORMATION	4
71	INVESTIGATION	1
76	LOUD NOISE	2
81	OPEN DOOR	5
86	PUBLIC RELATIONS	86
96	SOLICITOR	1
103	SUSPICIOUS ACTIVITY	2
104	SUSPICIOUS PERSON	3
105	SUSPICIOUS VEHICLE	6
11	TRAFFIC STOP	7
112	VEHICLE CHECK	3
	Total	161



City of Spring Valley Village
Police Department

1025 Campbell Road
Houston, TX 77055
713-465-8323
Fax: 713-465-3135

Date: January 7, 2021

To: City Administrator Susan Blevins

From: Chief L. Evans

Reference: 2020 Racial Profiling Report

As required by Article 2.132 of the Texas Code of Criminal Procedure, please allow the attached document to serve as my annual submission to the governing body (City Council) of the City of Hilshire Village, with the Spring Valley Village Police Department's Racial Profiling Report for calendar year 2020. The pages include a copy of the Spring Valley Village Police Department Senate Bill 1187 Racial Profiling Report which will be electronically filed with the Texas Commission on Law Enforcement.

Racial Profiling Report

PLEASE NOTE: The official form does not allow for Other and Unknown in the Race or Ethnicity boxes on the TCOLE website. Please contact TCOLE for instructions on how to resolve these issues. This report only includes traffic stops resulting in a citation, traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. This report does not include any stops from traffic collisions.

1. Gender		
FEMALE	ALASKA NATIVE/ AMERICAN INDIAN	4
	ASIAN/PACIFIC ISLANDER	114
	BLACK	323
	HISPANIC/LATINO	756
	WHITE	745
MALE	ALASKA NATIVE/ AMERICAN INDIAN	19
	ASIAN/PACIFIC ISLANDER	236
	BLACK	497
	HISPANIC/LATINO	1,471
	WHITE	1,017
		3,240
Total		5,182

2. Race or Ethnicity	
ALASKA NATIVE/AMERICAN INDIAN	23
ASIAN/PACIFIC ISLANDER	350
BLACK	820
HISPANIC/LATINO	2,227
WHITE	1,762

8. Was Contraband Discovered?		
N	BLACK	1
	HISPANIC/ LATINO	5
	WHITE	1
		7
Y	HISPANIC/ LATINO	3
	WHITE	1
		4
Total		11

9. Description of Contraband		
DRUGS	HISPANIC/LATINO	1
		1
OTHER	WHITE	1
		1
STOLEN PROPERTY	HISPANIC/LATINO	1
		1
WEAPONS	HISPANIC/LATINO	3
		3
Total		6

10. Result of the Stop		
CITATION	ALASKA NATIVE/ AMERICAN INDIAN	12

Racial Profiling Report

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2. Race or Ethnicity	
Total	5,182

3. Was Race or Ethnicity Known Prior to Stop?	
N	5,174
Y	8
Total	5,182

4. Reason for Stop?		
MOVING TRAFFIC VIOLATION	ALASKA NATIVE/ AMERICAN INDIAN	18
	ASIAN/PACIFIC ISLANDER	239
	BLACK	487
	HISPANIC/LATINO	1,225
	WHITE	1,234
		3,203
PRE EXISTING KNOWLEDGE	WHITE	1
		1
VEHICLE TRAFFIC VIOLATION	ALASKA NATIVE/ AMERICAN INDIAN	5
	ASIAN/PACIFIC ISLANDER	110
	BLACK	329

10. Result of the Stop		
CITATION	ASIAN/PACIFIC ISLANDER	142
	BLACK	412
	HISPANIC/LATINO	1,390
	WHITE	606
		2,562
CITATION AND ARREST	BLACK	1
	HISPANIC/LATINO	5
	WHITE	2
		8
WRITTEN WARNING	ALASKA NATIVE/ AMERICAN INDIAN	11
	ASIAN/PACIFIC ISLANDER	208
	BLACK	406
	HISPANIC/LATINO	830
	WHITE	1,154
		2,609
WRITTEN WARNING AND ARREST	BLACK	1
	HISPANIC/LATINO	2
		3
Total		5,182

Spring Valley Village, TX PD

Jan 1, 2020 - Dec 31, 2020

Racial Profiling Report

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4. Reason for Stop?		
VEHICLE TRAFFIC VIOLATION	HISPANIC/LATINO	990
	WHITE	514
		1,948
VIOLATION OF LAW	ASIAN/PACIFIC ISLANDER	1
	BLACK	4
	HISPANIC/LATINO	12
	WHITE	13
		30
Total		5,182

5. Street Address or Approximate Location of the Stop	
CITY STREET	5,070
COUNTY ROAD	8
PRIVATE PROPERTY OR OTHER	90
STATE HIGHWAY	5
US HIGHWAY	9
Total	5,182

6. Was a Search Conducted?		
N	ALASKA NATIVE/ AMERICAN INDIAN	23
	ASIAN/PACIFIC ISLANDER	350
	BLACK	819

11. Arrest Based On		
OUTSTANDING WARRANT	BLACK	1
	HISPANIC/LATINO	1
		2
VIOLATION OF PENAL CODE	HISPANIC/LATINO	2
		2
VIOLATION OF TRAFFIC LAW	BLACK	1
	HISPANIC/LATINO	4
	WHITE	2
		7
Total		11

12. Was Physical Force Resulting in Bodily Injury Used During Stop?		
N	ALASKA NATIVE/ AMERICAN INDIAN	23
	ASIAN/PACIFIC ISLANDER	350
	BLACK	820
	HISPANIC/LATINO	2,227
	WHITE	1,762
		5,182
Total		5,182

13. Was Arrest Due to Contraband Found?		
	BLACK	1

Racial Profiling Report

PLEASE NOTE: The official form does not allow for Other and Unknown in the Race or Ethnicity boxes on the TCOLE website. Please contact TCOLE for instructions on how to resolve these issues. This report only includes traffic stops resulting in a citation, traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. This report does not include any stops from traffic collisions.

6. Was a Search Conducted?		
N	HISPANIC/LATINO	2,219
	WHITE	1,760
		5,171
Y	BLACK	1
	HISPANIC/LATINO	8
	WHITE	2
		11
Total		5,182

13. Was Arrest Due to Contraband Found?		
	HISPANIC/LATINO	2
		3
N	BLACK	1
	HISPANIC/LATINO	5
	WHITE	2
		8
Total		11

7. Reason for Search?		
CONSENT	HISPANIC/LATINO	1
		1
CONTRABAND IN PLAIN VIEW	HISPANIC/LATINO	1
		1
INCIDENT TO ARREST	BLACK	1
	HISPANIC/LATINO	4
	WHITE	1
		6
NO SEARCH	ALASKA NATIVE/ AMERICAN INDIAN	23
	ASIAN/PACIFIC ISLANDER	350
	BLACK	819
	HISPANIC/LATINO	2,219

Spring Valley Village, TX PD

Jan 1, 2020 - Dec 31, 2020

Racial Profiling Report

PLEASE NOTE: The official form does not allow for Other and Unknown in the Race or Ethnicity boxes on the TCOLE website. Please contact TCOLE for instructions on how to resolve these issues. This report only includes traffic stops resulting in a citation, traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. This report does not include any stops from traffic collisions.

7. Reason for Search?		
NO SEARCH	WHITE	1,760
		5,171
PROBABLE CAUSE	HISPANIC/LATINO	2
	WHITE	1
		3
Total		5,182

A PROCLAMATION RECOGNIZING RAY LEIKER

Proclamation January 19, 2021

WHEREAS, on December 29th the life of Ray Leiker came suddenly to a close, and

WHEREAS, Ray Leiker served this community as a member of the Board of Adjustment since June 21, 2016 and

WHEREAS, Ray Leiker served this community as the Alternate Fire Commissioner since June 20, 2017, and

WHEREAS, Ray Leiker served this community as a member of the Zoning Committee since April 2018, and

WHEREAS, Ray Leiker was at all times a man of integrity, and performed faithfully his duties of office, and

WHEREAS, Ray Leiker always had the best interest of the people of the village in mind and was passionate about the community he served, and

WHEREAS, we mourn his loss and extend to his family our sincere sympathy and deep realization that our City has lost a true friend, and

WHEREAS, the City wishes to remember and celebrate Ray's service to this City, and

WHEREAS, the City will place a marker with Ray's name and years of service on the City's memory bench located at City Hall

NOW, THEREFORE, BE IT SAID that this proclamation be made a part of the official record of the City of Hilshire Village, and that an official copy of this expression of our sympathy be delivered to his family.

ATTEST

Russell Herron, Mayor

Susan Blevins, City Secretary



*A PROCLAMATION RECOGNIZING
CAPTAIN CRAIG NEWMAN*

Proclamation January 19, 2021

WHEREAS, on December 31, 2020 the life of Craig Newman came suddenly to a close, and

WHEREAS, Craig Newman served this community as a Captain with the Spring Valley Police Department, and

WHEREAS, Craig Newman served this community and the City of Spring Valley for six and half years, and

WHEREAS, Craig Newman was at all times a man of integrity, and performed faithfully his duties as Captain, and

WHEREAS, we mourn his loss and extend to his family our sincere sympathy and deep realization that our City has lost a true friend, and

WHEREAS, the City wishes to remember and celebrate Captain Craig Newman's service to this City, and

WHEREAS, the City will place a marker with Captain Craig Newman's name and years of service on the City's memory bench located at City Hall

NOW, THEREFORE, BE IT SAID that this proclamation be made a part of the official record of the City of Hilshire Village, and that an official copy of this expression of our sympathy be delivered to his family.

ATTEST

Russell Herron, Mayor

Susan Blevins, City Secretary



Dear Neighbors and Past Supporters,

In 2015, the Spring Valley Legacy Fund was created to provide a way to financially supplement our Spring Valley Police Department to meet the ever-changing needs of the Department and to ensure the safety of our officers and community. Since its creation, the Fund has raised over \$116,000 and provided our officers with much needed equipment, safety gear, and training. Most notably, the Fund helped us to create our K-9 program, covering all startup costs, including the purchase and training of Fritz and Odin.

In the coming year, we will have to retire these K-9 officers and will need to purchase new animals as well as training and equipment to continue to provide this valuable service to our residents and the greater community. If you are interested in contributing to the Legacy Fund, please click on the link below for more information:

[Spring Valley Legacy Fund Donation Request](#)

Respectfully,

Loyd R. Evans
Chief of Police
Spring Valley Village Police Department

December 2020
MONTHLY BUILDING REPORT SUMMARY

Plan Review: None

Permits: Four (4):

Demolition:	
Remodel / Add-On:	
New Construction:	
Accessory Building:	
Electrical:	1
HVAC:	
Plumbing:	
Fire Sprinklers:	
30-Day Dumpster:	

Sign:	
Roof:	2
Fence:	
Tree Removal:	
Irrigation:	
Drainage:	1
Swimming Pool:	
Swimming Pool Demo:	
Other:	

Inspections: Fifteen (15)

Red Tag Stop Work Orders Issued: None

Building Finals / Certificates of Occupancy: CO – 8302 Creekstone Circle

Change of Occupancy Use: None

Extended Permit Request: None

CITY OF HILSHIRE VILLAGE PLAN REVIEW AND PERMIT LOG - December 2020

Date	Permit Number	Address	Issued To	Amount Received	Description / Scope	No of insp
Thu 12/10/20	HV-20-104R	1101 Ridgeley Dr	Rooftops of Texas	\$ 240.00	Roof Replacement	1
Wed 12/16/20	HV-20-105TE	8373 Westview	Llanos Electric Co	\$ 170.00	Electrical T-Pole	1
Fri 12/18/20	HV-19-080D	1220 Archley Dr	Root Landscape & Design	\$ 280.00	Drainage for New Construction	2
Fri 12/18/20	HV-20-106R	1214 Ridgeley Dr	Alex Carpentry	\$ 240.00	Roof Replacement	1

INSPECTION LOG - December 2020

LOG NO.	ADDRESS	PERMIT NO.	TYPE OF REQUEST	P OR F	DATE	INSPECTOR
20-312	1326 Glourie Dr	HV-20-099T	Tree Removal - Pre-Construction	Pass with comments	12/1/2020	Cary Moran
20-313	5 Pine Creek	HV-20-091P	Bathroom PlumbingPour Back	Pass	12/2/2020	BBG
20-314	5 Pine Creek	HV-20-091P	Bathroom PlumbingPour Back	Pass	12/3/2020	BBG
20-315	24 Hickory Shadows	HV-20-028SP	Swimming Pool Final	Pass	12/7/2020	BBG
20-316	8302 Creekstone Cir	HV-20-044V	Patio Final: Electrical, Framing	Pass	12/7/2020	BBG
20-317	8302 Creekstone Cir	HV-20-044B	Occupancy Inspection	Pass	12/7/2020	BBG
20-318	1220 Archley Dr	HV-19-080P	Plumbing GTO	Pass	12/9/2020	BBG
20-319	1240 Archley Dr	HV-20-098F	Fence Final	Pass	12/15/2020	BBG
20-320	7906 N Villa Ct	HV-20-034B	Lath	Pass	12/15/2020	BBG
20-321	1306 Bridle Spur Ln	HV-19-077E	Electrical TCI	Pass	12/17/2020	BBG
20-322	1101 Ridgeley Dr	HV-20-104R	Roofing Final	Fail	12/21/2020	BBG
20-323	1214 Ridgeley	HV-20-106R	Roofing Final	Pass	12/22/2020	BBG
20-324	1306 Bridle Spur Ln	HV-19-062P	Plumbing Final	Pass	12/23/2020	BBG
20-325	1220 Archley Dr	HV-19-080D	Drainage Inlet	Pass	12/23/2020	Javier Vasquez
20-326	1330 Glourie Dr	HV-20-059B	Hurricane Clips & Straps	Fail	12/23/2020	BBG

Building Official's Construction Site Inspection Log

Address	Date	Inspector's Comments
1023 Ridgeley Dr	12/5	No violations observed
	12/11	No violations observed
	12/18	No violations observed
	12/26	No violations observed
	12/31	No violations observed
1111 Guinea Dr	12/5	No violations observed
	12/11	No violations observed
	12/18	No violations noted, work looks complete
	12/26	No violations noted
	12/31	No violations noted
1210 Ridgeley	12/5	No work nor changes noted
	12/11	No work nor changes noted
	12/18	Demo of main structure looks complete accessory building the back shows no changes. all silt fencing is and compliance except for back left side of property. Perimeter fence has not been moved on left side where property adjoins neighbor. One builder sign is up and attached to fence no construction signs have been posted yet.
	12/26	No changes from last week
	12/31	No changes
1220 Archley Dr	12/5	Warning posted - silt fencing must be properly installed until ready to be removed
	12/11	Warning posted - silt fencing must be properly installed until ready to be removed
	12/18	No violations noted. so fencing has a couple of places where it's drooping but nothing significant.
	12/26	No violations noted.
	12/31	No violations noted.
1226 Glourie Dr	12/5	No changes to property
	12/11	No changes to property
	12/18	Grass has now exceeded the limit allowed on the inside of the perimeter fence and on the outside the grass is beginning to get close to limit. the vinyl on the silt fencing is beginning to fall. Lock to keep fence shut is broken.
	12/26	Grass has been cut inside and outside of fence but vinyl still falling off fence and large pile of debris still in middle of driveway; issue with broken lock not resolved
	12/31	Same as last week
1306 Bridle Spur St	12/5	No violations noted. Clean job site, looks almost completed; sign that was in violation of city ordinance has been removed from front yard
	12/11	No violations noted
	12/18	Work actively being done in house today outside is clean no violations noted.
	12/26	No violations noted
	12/31	No violations noted
1306 Glourie Dr	12/5	No changes, red tag still on site. Grass high
	12/11	No changes, red tag still on site. Grass high
	12/18	Lot looks very unmaintained; mini spots in areas have grown above the city ordinance limit. I left a fresh violation notice on the for sale sign.
	12/26	Lot has been cleaned up and grass cut since last visit
	12/31	No violations noted
Glourie Dr	12/18	Workers digging trench for drainage or sewer today.
	12/26	Still working on drainage
	12/31	No work being done today

Building Official's Construction Site Inspection Log

1330 Glourie Dr	12/5	No violations noted other than small pieces of debris on site, continue to monitor, otherwise clean site
	12/11	No violations noted
	12/18	No violations noted; dumpster is completely full in the back will check back next week to monitor it
	12/26	No violations noted
	12/31	No violations noted
14 Hilshire Grove Ln	12/5	No violations observed
	12/11	No violations observed
	12/18	No violations noted; no evidence of work being done
	12/26	No violations noted
	12/31	No violations noted
7906 N Villa	12/5	No violations observed
	12/11	No violations observed
	12/18	No violations noted
	12/26	No violations noted
	12/31	No violations noted
8302 Creekstone Cir	12/5	No violations noted
	12/11	No violations noted
	12/18	No violations noted; work was actively being done on the home during visit.
	12/26	No violations noted
	12/31	No violations noted



January 15, 2021

Mayor and City Council
City of Hilshire Village
8301 Westview Drive
Houston, Texas 77055

Re: Engineer's Report for January 19, 2021 Council Meeting
HDR Job No. 21-005

Dear Mayor and Council Members:

HDR Engineering, Inc. (HDR) is pleased to submit this report on engineering related issues from December 12, 2020 to January 15, 2021.

1. On-Going Services (21-005):

a. 1220 Archley Drive –

- On December 23, 2020, HDR performed a drainage inlet inspection at 1220 Archley Drive. No issues were identified, therefore, it passed inspection.
- On January 6, 2021, HDR coordinated with the City and Mr. Tyler Renaudin (Renaudin Builders) regarding the 1-inch clearance requirement at the bottom of the perimeter fencing. Since the two (2) adjacent properties on the north and south have recently re-developed, the 1-inch clearance will not be required; however, the fence segment along the east, in the back of the lot will be required to maintain the 1-inch clearance under the fence and also maintain the existing natural ground elevations within 3-ft of this perimeter/property line.

b. 1317 Bridle Spur Lane –

- HDR has been coordinating with the City and Mr. Jeffrey Klam (property owner) on the permitting and inspection requirements for the proposed patio improvements (i.e. wood decking replacement, flagstone relocation, crushed granite installation and putting green installation) at 1317 Bridle Spur Lane.

hdrinc.com 4828 Loop Central Drive, Suite 800
Houston, Texas 77081
T 713-622-9264 F 713-622-9265
Texas Registered Engineering Firm F-754

- c. 1331 Friarcreek Lane –
 - HDR has been coordinating with the City and the Contractor (Mr. Brian Weatherall – Oden Design & Contracting) on the permitting and inspection requirements for the proposed patio and deck improvements at 1331 Friarcreek Lane.
- d. 1301 Glourie Drive –
 - On January 14, 2021, HDR received an amendment to the proposed drainage improvements plans at 1301 Glourie Drive. The drainage plan amendment is currently under review.
- e. 1326 Glourie Drive (Lot 4) –
 - On December 11, 2020, HDR received the drainage plans for 1326 Glourie Drive (Lot 4). The drainage plan is incomplete (i.e. missing existing site topographic survey, finish grade elevations along perimeter, building setbacks, etc.), therefore, it must be revised and resubmitted. HDR will be sending the review comments to the City and Contractor on January 15, 2021.
- f. 1334 Glourie Drive (Lot 2) –
 - HDR coordinated with the City and met with Mr. Shawn Gottschalk (property owner) on January 14, 2021 to discuss the drainage plan requirements, as well as, the water and sewer services for 1334 Glourie Drive (Lot 2).
- g. 24 Hickory Shadows Drive –
 - On January 7, 2021, HDR performed a drainage cover inspection at 24 Hickory Shadows Drive. No issues were identified, therefore, it passed inspection.
- h. 1322 & 1324 Pine Chase Grove and 1327 Glourie Drive –
 - The Contractor (Houston Plumbing Specialist – HPS) successfully completed the installation of the 6-inch sanitary sewer lateral along the City’s 10-ft utility easement on the backyard of 1322 Pine Chase Grove, including the four (4) service reconnections and restoration work. HDR performed a substantial completion inspection and no issues were identified, therefore, the project is 100% complete.

- HDR made a recommendation to the City to release final payment to the Contractor.

i. 7915 South Villa Court –

- On December 3, 2020, HDR received the Engineer of Record as-built certification letter from Schwab Design Builders; however, remaining information requested back on November 11, 2020 (i.e. as-built impervious coverage calculations and perimeter elevations along the east property line) is still pending. HDR is coordinating with the City and Schwab Design Builders on the As-Built Drainage Plan requirements.

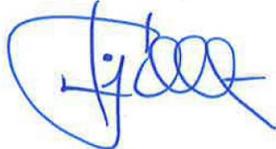
j. Water and Sanitary Sewer Services for 1330 Glourie and 3 Empty Lots –

- As previously reported, the Contractor (T Construction) completed the installation of the water and sanitary sewer services for 1330 Glourie and three (3) empty lots back on December 2020.
- Minor corrective work (i.e. setting sanitary sewer clean-outs 6-inches below ground, and restoration/re-sodding work at 1327 Glourie Drive) identified by HDR during the substantial completion inspection has been completed by the Contractor, therefore, the project is 100% complete.
- HDR made a recommendation to the City to release final payment to the Contractor.

If there are any questions concerning the information contained in this report, we will be glad to discuss them with you.

Sincerely,

HDR Engineering, Inc.



Efrain A. Him, P.E.
Project Manager

cc: Files (21-005)

From: Ring, Robert <robert.ring@inframark.com>
Sent: Monday, December 28, 2020 11:01 AM
To: susan.blevins@hilshirevillagetexas.com
Cc: Efrain Him - HDR Engineering (efrain.him@hdrinc.com) <efrain.him@hdrinc.com>
Subject: Storz Fire Hydrant Connection

Susan

As requested, we have located and priced the Storz Fire Hydrant Pumper Connection. The cost to purchase and install the units at 35 locations within the city would be as follows:

35 FH x \$160.49/location with total cost \$5,617.08.

Please review and if approved we will proceed with the installation.

Respectfully

Robert “Bob” Ring | Account Manager



10431 Westmoor Road | Richmond, Texas 77407-9508
(O) 832-886-0611 | **(M)** 281-850-4039 | www.inframark.com

Please Note: To avoid violating the Texas Open Meeting Act, public officials (directors) should not “Reply to All” to this or similar district-related correspondence

From: Susan Blevins <susan.blevins@hilshirevillagetexas.com>
Sent: Monday, October 5, 2020 10:23 AM
To: 'Ring, Robert' <Robert.Ring@inframark.com>
Subject: FW: Storz Hydrant Connection

Susan Blevins
City Administrator/City Secretary
City of Hilshire Village
8301 Westview, Houston, Texas 77055
713-973-1779
713-973-7793 FAX
susan.blevins@hilshirevillagetexas.com

*Be advised that emails are subject to the **Texas Public Information Act**.
City emails should not be considered confidential.*

ELECTED OFFICIALS, BOARD AND COMMITTEE MEMBERS:

*Be advised that email communications could lead to violations of the **Texas Open Meetings Act**.*

From: Rusty Kattner <kattner@villagefire.org>

Sent: Thursday, March 05, 2020 12:25 PM

To: Mike Montgomery <mike@mvwa.org>; publicworks@springvalleytx.com; Steve Smith <ssmith@bunkerhilltx.gov>; Susan Blevins <Susan.blevins@hilshirevillagetexas.com>

Cc: David Foster <foster@villagefire.org>

Subject: Storz Hydrant Connection

All,

Now that the Houston Fire Department (HFD) has migrated to using 5" Large Diameter Hose (LDH) with the Storz sexless connections, the Village Fire Department (VFD) would request that the water district and municipalities begin to phase in the Storz connection for fire hydrants. Attached you will find a flyer of an example of the device from Mueller, a hydrant manufacture that is used predominantly throughout the villages.

For a long time HFD did not use 5" LDH with Storz connections, which prevented the VFD and the villages from changing to the sexless connection because we rely on HFD for mutual aide. Since HFD now uses the LDH with Storz connections, it makes sense that we begin the process of utilizing the connections. This type of connection will allow for quicker and easier use of the fire hydrant 4" discharge at fire scenes, because we would no longer need to remove hydrant cap and then screw on the LDH hose and adaptor to the 4" outlet. With this device we just simply attach the LDH with a ¼ turn of the hose coupling.

I do not know the price of the device as I am certain that volume pricing will be available. There are other manufactures that produce the adaptor for retrofitting existing hydrants, such as Harrington. We would also request that as hydrants are replaced the integrated Storz fitting be included, to avoid having to retrofit an adaptor later.

Please help us to provide a better service to the citizens of the Villages.

Thanks
Rusty

MUELLER® FIRE HYDRANT STORZ Pumper Connections

Quick-Connect / Full Pressure Rating

Mueller Centurion hydrants (traditional or Modern styles), can be ordered with an integral, Mueller designed and manufactured Storz connection on the pumper nozzle. The connection is also available separately to retrofit hydrants in the field. Making our own Storz connection means your Centurion hydrants remain '100% Mueller' for assurance of reliability.

The Mueller Storz connection allows the fire department to connect its pumper hose to the hydrant with a quick, quarter-turn action. The action is fast and smooth so fire fighters can get to their tasks quickly without the thread alignment, cross threading, or leakage problems sometimes associated with threaded connections.

The Mueller Storz option is available for 4" and 5" pumper nozzles on any Centurion 200™, 250™, or Modern hydrant. Mueller hydrants retain their UL Approval, FM Listing, AWWA Compliance and published pressure rating when ordered with the Storz option. Hydrants are also compliant with NFPA 1963. To order, specify Storz size, and locking or non-locking caps.



Mueller also offers latching and non-latching 5" Storz adaptors for connection to 4-1/2" NST nozzles. Mueller Storz adaptors feature the same caps used on the integral Storz nozzle and meet the requirements of NFPA 1963. Mueller Storz adaptors are rated for 250 psi operating pressure.

For more information, contact your local authorized Mueller Distributor, Mueller Sales Representative, or call our Customer Service Center at 1-800-423-1323.



Smart Move™

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633 Chestnut St., Suite 1200
Chattanooga, TN 37450
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moreinfo@muellercompany.com

Phone: 1.423.209.4800
Toll Free: 1.800.423.1323
Canada: 1.705.719.9965
International: 1.423.490.9555

Form 12272 - Rev 11/15

BOARD OF ADJUSTMENT MEMBERS

CHAIRPERSON:

WALLACE PARTRIDGE 1301 GLOURIE

MEMBERS:

KATHLEEN STAFFORD 8205 BURKHART

TOM STEFFAN 1233 RIDGELEY

JARED JACKSON 8306 CREEKSTONE

NANCY POLIS 1210 GLOURIE

ALTERNATE:

BRIAN WILKS # 2 HILSHIRE GROVE

OPEN POSITION TO BE FILLED BY COUNCIL

Effective February 20, 2018 for a two (2) year term

EXHIBIT A

BOND DEBT SERVICE

City of Hilshire Village
Certificates of Obligation, Series 2014
TIB - The Independent Banker's Bank Bid

Dated Date 03/18/2014
Delivery Date 03/18/2014

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2014			12,890.58	12,890.58
09/30/2015	115,000	2.190%	27,210.75	142,210.75
09/30/2016	120,000	2.190%	24,637.50	144,637.50
09/30/2017	125,000	2.190%	21,954.75	146,954.75
09/30/2018	125,000	2.190%	19,217.25	144,217.25
09/30/2019	130,000	2.190%	16,425.00	146,425.00
09/30/2020	130,000	2.190%	13,578.00	143,578.00
09/30/2021	135,000	2.190%	10,676.25	145,676.25
09/30/2022	135,000	2.190%	7,719.75	142,719.75
09/30/2023	140,000	2.190%	4,708.50	144,708.50
09/30/2024	145,000	2.190%	1,587.75	146,587.75
	1,300,000		160,606.08	1,460,606.08

BOND DEBT SERVICE

City of Hilshire Village, Texas
 Tax Note, Series 2018
 Amegy Bank Bid
 2.91%

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
09/01/2018		8,620.88	8,620.88	
09/30/2018				8,620.88
03/01/2019	175,000	19,642.50	194,642.50	
09/01/2019		17,096.25	17,096.25	
09/30/2019				211,738.75
03/01/2020	180,000	17,096.25	197,096.25	
09/01/2020		14,477.25	14,477.25	
09/30/2020				211,573.50
03/01/2021	185,000	14,477.25	199,477.25	
09/01/2021		11,785.50	11,785.50	
09/30/2021				211,262.75
03/01/2022	195,000	11,785.50	206,785.50	
09/01/2022		8,948.25	8,948.25	
09/30/2022				215,733.75
03/01/2023	200,000	8,948.25	208,948.25	
09/01/2023		6,038.25	6,038.25	
09/30/2023				214,986.50
03/01/2024	205,000	6,038.25	211,038.25	
09/01/2024		3,055.50	3,055.50	
09/30/2024				214,093.75
03/01/2025	210,000	3,055.50	213,055.50	
09/30/2025				213,055.50
	1,350,000	151,065.38	1,501,065.38	1,501,065.38

SUMMARY OF CERTIFICATE OF DEPOSITS FOR CAPITAL IMPROVEMENTS

	NOTE	INTEREST	TOTAL
BALANCE PAID	1,100,000.00	212,846.96	1,312,846.96
1 DUE 2021	320,000.00	36,939.00	356,939.00
2 <u>FUTURE PAYMENTS</u>	<u>1,230,000.00</u>	<u>61,885.50</u>	<u>1,291,885.50</u>
TOTAL LOAN	<u>2,650,000.00</u>	<u>311,671.46</u>	<u>2,961,671.46</u>
UNPAID FUTURE (1 & 2)	1,550,000.00	98,824.50	1,648,824.50

PAID OFF IN SEPTEMBER 2025

A	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
		Total Number of Incidents 2020			Life Threatening (LT) EMS Incidents				Life Threatening (LT) Fire Incidents						
		Fire	EMS	Total	# LT EMS	Natl Stand. 6:30 1st Resp. Time	of 90%	Natl. Stand 10:30 ALS Resp Time	of 90%	# LT Fire	Natl Stand. 6:50 Response Time	of 90%	% of 2020 Calls are:		Fire Alarms
Bunker Hill Village	157	137	294	54	4:15	100%	6:16	100%	15	6:09	100%	53%	47%	61	39%
Hedwig Village	189	200	389	114	3:28	100%	3:28	100%	24	3:41	100%	49%	51%	70	37%
Hilshire Village	17	34	51	11	3:10	100%	6:22	100%	2	5:37	100%	33%	67%	6	35%
Hunters Creek Village	281	149	430	54	3:55	100%	5:52	100%	22	4:39	100%	65%	35%	100	36%
Piney Point Village	225	137	362	52	3:07	100%	5:41	100%	15	5:14	100%	62%	38%	115	51%
Spring Valley Village	212	180	392	76	2:19	100%	4:53	100%	18	4:51	100%	54%	46%	47	22%
Houston	196	0	196												
Totals	1277	837	2114	361	3:22	100%	5:25	100%	96	5:02	100%	60%	40%	399	37%

Notes: ALL Response Time categories include from the receipt of the call at the Primary Dispatch to arrival on location of the responding units.

Column 1: Reflects the cities listed within the chart.

Column 2: Reflects the year to date number of "fire" type calls within each jurisdiction. Includes: fires, vehicle collisions, gas leaks, rescues, tree in roadways, and others.

Column 3: Reflects the year to date number of "EMS" calls within each jurisdiction.

Column 4: Reflects the year to date, total number of all calls within each jurisdiction.

Column 5: Reflects the year to date, number of "life threatening EMS" calls within each jurisdiction. Includes: heart attacks, strokes, seizures, cardiac arrest, seizures and others.

Column 6, Row A: Reflects the "National Standard for total response time for life threatening EMS Calls of 6 minutes 30 seconds.

Column 6: Reflects the year to date, first responder's response times for each jurisdiction.

Column 7, Row A, Reflects the National Standard of the percentage of calls which the national standard should be met: 90%

Column 7: Reflects the year to date, percentage of calls which the national standard is met during life threatening EMS calls.

Column 8 Row A: Reflects the National Standard for total response time for life threatening EMS calls for arrival of Advanced Life Support Equipment and Personnel: 10 minutes 30 seconds.

Column 8: Reflects the year to date, Advanced Life Support equipment and personnel response time for life threatening calls within each jurisdiction.

Column 9 Row A, Reflects the National Standard of the percentage of calls which the ALS standard should be met: 90%

Column 9: Reflects the year to date, percentage of calls, which the national standards is met of ALS response for each jurisdiction.

Column 10: Reflects the year to date, number of life threatening "Fire Type" calls within each jurisdiction.

Column 11: Reflects the year to date, average total response time to fire type calls within each jurisdiction.

Column 12: Reflects the year to date, percentage of life threatening fire type calls which meet or exceed the National Standard.

Column 13: Reflects the year to date, percentage of calls which our "fire type" calls.

Column 14: Reflects the year to date, percentage of call which our "EMS" calls.

Column 15: Reflects the year to date number of Fire Alarms within each jurisdiction.

Column 16: Reflects the percentage of fire type calls which are fire alarms.



VILLAGE FIRE DEPARTMENT

901 Corbindale Rd
Houston, Texas 77024
713-468-7941

ISO Class I

2020 Annual Report

Number of Emergency Responses: 4014
 Number of Emergency Incidents: 2235

Fire Type Calls: 1343 % of Calls: 57%
 EMS Type Calls: 892 % of Calls: 43%

Total number of EMS patients: 914
 Total Number of patients transported: 594
 Min. number of firefighters/paramedics on duty: 10
 Average number of firefighters/paramedics on duty: 11
 Most common hospital transported to:
 Memorial City Medical Center: 71%
 % of Patients over age of 50: 58%
 % of Patient over age of 75: 31%
 Average minutes transport to hospital: 12
 Total amount billed for EMS transports: \$1,428,073
 Total revenue received from EMS transports: \$ 263,481

Total number of working fires: 6
 Total amount of fire loss: \$727,000
 Number of non-firefighter injuries: 0
 Number of firefighter injuries: 0

Average dispatch time in seconds: 0:36
 Average Turnout Time in seconds: 0:50
 Average Response Time for Life Threatening EMS Calls: 4:36
 Average Response Time for Life Threatening Fire Calls: 4:48

Financials:

Operating Budget: \$6,365,470
 Vehicle Replacement: \$ 160,000
 Facility: \$1,500,000

Number of general plans reviewed by Fire Marshal: 77
 Number of sprinkler systems reviewed: 177
 Number of fire inspections: 539
 Number of tours in the station and at schools: 41
 % of homes with fire sprinkler systems: 31%
 Total hours of fire and EMS training: 9153.32

Significant Projects:

- Began construction of fire station addition & renovation.
- Received Replacement Fire Engine.
- Developed and Initiated COVID 19 protocols.
- Built and operating new Fire & EMS Dispatch Center.
- Initiated new Computer Aid Dispatch and Record Management System .

EMS Calls

	2020	2019
Fall	145	164
Sick	153	161
Diff. Breath.	80	68
Unconscious	79	72
Medical Alarm	59	44
Unknown Type	50	65
Chest Pain	43	50
Injured Person	38	39
Heart Problem	36	34
Stroke	29	22
Psychiatric	27	24
Seizures	24	24
Overdose	20	17
Bleeding	17	14
Abd. Pain	15	14
Cardiac Arrest	14	8
Diabetic	13	13
Person Dead	13	5
Assault	7	8
Choking	7	3
Headache	6	4
Back Pain	4	7
Childbirth	3	2
Shooting/Stab	3	1
Drowning	2	0
Allergic React	1	9
Animal Bite	1	3
EMS Service	1	0
Eye Injury	1	1
Heat Exposure	1	2
Electrocution	0	1

Fire Calls

	2020	2019
Fire Alarm Res	314	336
Vehicle Collisi	284	223
Auto Aid	241	220
Fire Alarm Bus	124	99
Service Call	77	88
Unknown Odo	58	3
Tree in Road	48	29
CO Alarm	33	33
Power Lines	31	25
Transformer	28	15
House Fire	22	20
Check for Fire	29	27
Elevator Res.	13	15
Vehicle Fire	11	24
Electric Fire	5	2
Child in Locke	4	7
Entrapment	4	0
Oven Fire	4	0
Business Fire	3	1
Trash Fire	3	6
Grass Fire	2	4
Smoke Bus.	2	2
Explosion	1	1
Fuel Spill	1	3
Lightning Strik	1	2
Water Rescue	0	5

Number of Staff:
 33 Firefighter/Paramedics
 4 Dispatchers
 2 Administrative Staff
 1 Fire Marshal
 1 Fire Chief



Number of Responses by Truck:

Engine 1 1591
 Engine 2 162
 Ladder 1 514
 Rescue 1 1104
 Rescue 2 167
 Rescue 3 33
 Deputy Chief 407

To Save Lives and Protect Property

CITY OF HILSHIRE VILLAGE
COMPLAINT FORM

Date Notified	Person Taking Call	Resident Reporting Problem	Complaint/Issue	Address of Concern	Action	Results	Date Resolved
3/8/19	Susan Blevins	Alan Wolfe	The street sign at the intersection of Pine Chase Dr. and Pine Chase Grove on the West side of the street has been damaged.	Pine Chase Dr & Pine Chase Grove intersection	We will need to order a new pole.	Contractor will weld extension on to existing pole underground. Purchase order has been issued. Sent contractor email asking for work to be done ASAP. Contractor has started scheduling jobs again and we are on their list. Contractor was unresponsive, HDR Engineering is taking over the project.	
12/12/19	Cassie Stephens	Ana Short	The yield and street sign have not been replaced at the intersection yet. There is jagged metal sticking out of the ground and two holes that someone almost fell into this weekend. She said they have been putting boards and plywood over the area but the trash crew keeps collecting it. She is worried because she is liable for injuries on her property and is asking for the holes to be filled and remaining metal sticking up from the ground be removed.	Pine Chase Grove Intersection	Contractor will weld extension on to existing pole underground. Susan placed a City cone over the metal and holes. Placed an order with the vendor to install.	Purchase order has been issued. Requested contractor to start as soon as possible. Contractor has started scheduling jobs again and we are on their list. Contractor was unresponsive, HDR Engineering is taking over the project.	
2/11/20	Cassie Stephens	Javier - HDR Engineering	Illegal parking pad installed without permit.	8210 Burkhart	Emailed property owner with sections of ordinance in violation. Asked for plan to achieve compliance.	Property owner said he would have the rocks removed from the ditch but wants to seek a variance for the parking pad considering the existing terrain and material choices. Susan will discuss with council.	
3/2/20	Cassie Stephens	Bill Bristow	Pile of tree limbs and debris on the vacant lot.	1306 Glourie	City is preparing to submit paperwork to municipal court to make necessary clean up efforts and fine contractor.	Property is under legal review. Courts are closed at this time. 10/15 Cassie removed the builder sign and permit box as there is no current construction. 1/10/21 Cassie went by site, had recently been mowed and branches bundled for collection. Will continue to monitor.	1/10/2021

CITY OF HILSHIRE VILLAGE
COMPLAINT FORM

Date Notified	Person Taking Call	Resident Reporting Problem	Complaint/Issue	Address of Concern	Action	Results	Date Resolved
9/23/20	Susan Blevins	Yvonne Andrews	Guardrail on Westview was damaged by a vehicle a while back.	Westview, in front of 8399	Cassie submitted a 311 request to Houston, service request number is 101004293652	Received response that they do not operate in Hilshire Village, Cassie sent back that it is Houston's right-of-way. Case was escalated after email response from Cassie that Houston is responsible for the area. Case was closed stating no safety hazard found, did not find any type of damage to the permanent barricade over the crosswalk sidewalk at the location. Susan requested that a supervisor call her to discuss. Houston is unresponsive, Cassie will re-submit the request and try to get a supervisor.	
10/14/20	Cassie Stephens	Larry Wilkerson	Sign in right-of-way	1027 Ridgeley Dr	Cassie investigated, found that there was really no good spot to place the sign but will contact the realtor to see if they have a different style that can be set back and still visible.	The realtor responded that they will work it. 12/10 Cassie sent a follow-up email because the sign has not moved. Gave Monday 12/14 as deadline before fine letter will be sent to the homeowners. 12/14 Sign was removed by city staff and stored at city hall for retrieval.	12/14/2020
11/25/20	Paul Maddock	Patel	Neighboring house is empty and needs exterior maintenance.	8005 Anadell	Asked Mr. Patel to provide photos of his view into the yard as we cannot trespass onto private property.	12/31/20 City received photos, will have the city arborist out to perform an official inspection.	
12/3/20	Cassie Stephens	James Najjar	Hydrant flushing has caused erosion.	1035 Ridgeley Dr	Cassie took photos and sent to Susan for advice. Susan working on resolution.	Leaving until property gets developed. They have stopped flushing that area.	1/15/2021
12/9/20	Cassie Stephens	Mrs. Ghosh	They have a small freezer that needs to be picked up by WCA but she and her husband are not able to move it to the curb.	7922 Hilshire Green	Cassie asked her to contact neighbors or anyone who can help them move it. She said she doesn't have anyone but thinks she can get it to the top of the driveway.	Cassie sent Luis with WCA an email asking the team to watch for a small freezer in the driveway this and next week and retrieve it if seen. He confirmed. Also advised homeowner to call me back if she can't move it to be visible and I would ask a neighbor or nearby council member for help. Freezer was taken by garbage team.	12/14/2020
12/14/20	Cassie Stephens	Phyllis Ogden	She said their water has had rust or dirt in it for two days.	14 Pine Creek	Cassie advised that it is possible they need new pipes in the house. She said she was not going to spend money on a plumber and wanted us to check for breaks in the line. Asked James with Inframark to check our side of the water line.	No issues found on the city lines or equipment.	12/15/2020

CITY OF HILSHIRE VILLAGE
COMPLAINT FORM

Date Notified	Person Taking Call	Resident Reporting Problem	Complaint/Issue	Address of Concern	Action	Results	Date Resolved
12/15/20	Cassie Stephens	Lisa Ferchau	The water bill is higher than normal but irrigation has been turned off and she believes there are no leaks in the house.	14 Hickory Shadows	Asked James with Inframark to check for leaks and coordinate with homeowner to see if meter spins with no water running inside.	No apparent issues found.	12/16/2020
12/16/20	Cassie Stephens	Paul Maddock	Garbage cans and debris visible in the front yard.	1035 Wirt	Cassie sent an email to the two addresses on file		
12/16/20	Cassie Stephens	Mitzy McCorvey	Water pressure has been especially low today and yesterday.	10 Hickory Shadows	Cassie asked Mickayla with Inframark to investigate.	Mickayla verified the valves are open and pressure is the same as the neighbors. She noticed pressure washing when she arrived and explained to the homeowner that might be the reason. Homeowner asked Mickayla to replace their broken meter boxes, Mickayla checked with city office and is approved to replace the boxes. Homeowner is satisfied.	12/16/2020
12/17/20	Cassie Stephens	Lisa Ferchau	She was told by someone on the garbage truck that recycling is now picked up on Mondays. She said they took the recycling but just put it in with the trash.	14 Hickory Shadows	Cassie sent an email to Luis asking for clarification.	Luis said the person who said that was mistaken, there has been no such change in our services.	12/18/2020
12/16/20	Cassie Stephens	Anonymous	Caller said they received a parking violation warning and didn't understand why.	Did not identify the area	Cassie explained the ordinance and the city-wide emails that have gone out.	The caller said they remember the emails and understands. No further action needed.	12/16/2020
12/16/20	Cassie Stephens	Mark Sheppard	There was a parking violation warning sticker on their son's car who is visting from college.	1226 Ridgeley Dr	Cassie informed of the ordinance passed last December and advised temporary overnight permit is available.	Raquel Sheppard came in and was issued a 30-day parking permit for her son.	12/16/2020
12/17/20	Cassie Stephens	Williams Residence	Received a voicemail from a person who received a warning sticker on his Tahoe, wanted to know why.	1201 Pine Chase	Cassie informed of the ordinance and advised that a permit is available for temporary visitors but not as a permanent solution.	Caller said they understood. No further action needed.	12/17/2020
12/18/20	Susan Blevins	Jonathan Simon	His see-saw was stolen from the front yard and he wanted to know if the City picked it up.	1323 Pine Chase Grove	Susan said the City did not remove the see-saw.	Homeowner called back after reviewing security cameras and saw a man with a mask on pulled up and put the see-saw in his truck. Homeowner said he would file a police report.	12/18/2020
12/21/20	Cassie Stephens	Vimal Patel	Water pressure is good at first then just a trickle.	8001 Anadell	Cassie asked Inframark technician to investigate and speak with the homeowner.	Technician met with homeowner. No further issues reported.	12/23/2020

CITY OF HILSHIRE VILLAGE
COMPLAINT FORM

Date Notified	Person Taking Call	Resident Reporting Problem	Complaint/Issue	Address of Concern	Action	Results	Date Resolved
12/22/20	Cassie Stephens	Mitzy McCorvey	(After Hours Voicemail) Her trash was not collected, she made sure to leave the gate open and has had problems with being skipped lately.	10 Hickory Shadows	Cassie called the homeowner back and left a voicemail explaining that the can must be visible and not behind a fence. There are new and rotating shifts of collection teams and they are not supposed to enter any gate or garage door to fetch the can.	Homeowner called back and said that they have always gone into the open gate and retrieved the can. She said she is not going to bring the can out every time because she pays for backdoor service. Cassie tried to explain what backdoor service means, and that the contract has been that way for years. Homeowner said she would take a photo of the front of the house and the iron gate where the can is stored to send to WCA proving they can see it. Cassie forwarded the photo to Luis with WCA. No further issues have been reported.	12/30/2020
12/29/20	Cassie Stephens	Anonymous	Daughter received a warning sticker for parking violations.	No address stated	Cassie explained the ordinance and permit availability.	Homeowner said they will change their parking habit and apply for a permit if they need one but he doesn't think they will.	12/29/2021
12/30/20	Cassie Stephens	Mickayla Trombley - Inframark Technician	Leak was reported by homeowner to Inframark directly. Mickayla found leak on city side of meter, coupling needs replacement.	19 Hickory Shadows	Authorized repair work order for next week to avoid overtime labor charges during holiday.	Repairs were made.	1/4/2021
12/31/21	Cassie Stephens	Scott Hunsaker	(Voicemail) Garbage had not yet been collected.	7910 N Villa Ct	Mr. Hunsaker updated that the cans had been empty, the team was just running late.	No action needed.	1/4/2021
12/31/21	Cassie Stephens	Alex Martinez	Power washing as late as 10 pm. He asked the man to stop and received an aggressive response.	8381 Westview Dr	Cassie contacted the business that appeared to have hired the man notifying of the issues and asking for confirmation that they knew he was working.	Manager of business responded that the contractor was not asked to do the job, he works for their rental properties and was trying to do the power washing for them as a holiday gift. He said he would address the issue with the contractor and make sure it doesn't happen again.	1/6/2021
1/5/21	Cassie Stephens	Judy Buchanan	She is having problems with sewer backup in her line but plumber cannot find an issue on their side.	2 Hickory Shadows	Cassie asked Inframark to take a look.	Inframark technician said the clean out closest to the house is clogged, the driveway clean out is clear indicating possible roots in the customer's line. Technician was to contact and inform homeowner.	1/5/2021
1/14/21	Susan Blevins	Jay Fort	Pile of debris and trash visibly left outside.	1030 Glourie Circle	Cassie sent an email to the owners of the property asking if it was intended to be collected by garbage team. Explained construction materials will not be collected and they should be moved from view or disposed of otherwise.		

CITY OF HILSHIRE VILLAGE
COMPLAINT FORM

Date Notified	Person Taking Call	Resident Reporting Problem	Complaint/Issue	Address of Concern	Action	Results	Date Resolved
1/15/21	Cassie Stephens	Lisa Ferchau	She had one lawn debris bag at the curb and WCA didn't take it.	14 Hickory Shadows	Cassie offered to ask them to come back to get it today.	Caller said she would just put it back out on Monday but wanted us to know that they missed it.	1/15/2021

CONCEALED NETWORK NODE DEPLOYMENT AGREEMENT

This Agreement is entered into pursuant to Section 284.056, Section 284.201, and Section 284.301 of the Texas Local Government Code, this _____ day of _____ 2020 (“**Effective Date**”), by and between the City of Hillshire Village, (the “**City**”) and GTE Mobilnet of South Texas, LP d/b/a Verizon Wireless (“**Network Provider**”).

WHEREAS, Network Provider is a wireless telecommunications Network Provider as that term is defined in Section 284.002 of the Texas Local Government Code (“**Chapter 284**”); and

WHEREAS, the majority of City rights-of-way are located in design districts with decorative poles, in municipal parks, and/or adjacent to residential streets not more than 50 feet wide;

WHEREAS, the City desires to facilitate deployment of Network Nodes and related equipment in a manner that minimizes the impact on adjacent property owners and users of City rights-of-way; and

WHEREAS, a Network Provider may choose to enter into an agreement with the City to obtain advance approval of the locations, specifications and concealment measures for a uniform deployment of multiple Network Nodes within the City;

WHEREAS, pursuant to Chapter 284, the City offers this same agreement to any and all Network Providers desiring to install Network Nodes on existing utility poles or on streetlights with concealed Network Nodes and associated equipment in locations where City Poles are installed or planned to be installed in order to streamline the permitting, land use approval and registration processes; and

WHEREAS, Network Provider and the City desire to enter into this Agreement to secure authority from the City for Network Provider to install certain Network Nodes, as that term is defined in Chapter 284, and related equipment in the City’s rights-of-way, subject to the City’s Right-of-Way Management Ordinance and the terms and conditions of this Agreement;

NOW, THEREFORE, Network Provider and the City mutually agree as follows:

1. **Definitions.** Unless expressly provided otherwise, all terms used in this Agreement that are expressly defined in Chapter 284 and the City’s Right-of-Way Management Ordinance shall have the same meaning in this Agreement, including but not limited to: Service Poles, Network Node, Network Node Support Poles, Antenna, and Transport Facility. Terms defined in the recitals, above, shall have the meanings provided in the recitals.
 - a. “**Approved Node**” means Network Nodes, Network Node Support Poles, Network Provider Poles, ground equipment, Antennas, and any other equipment associated with operation of a Network Node expressly authorized under this Agreement and installed or

caused to be installed by Network Provider, including but not limited to any Network Nodes collocated on utility poles.

- b. **“Network Provider”** means GTE Mobilnet of South Texas, LP, its parent company, subsidiaries, affiliates, contractors, agents, subcontractors, successors, assigns, and any other party performing work on an Approved Node.
- c. **“Network Provider Pole”** means a Pole that is also a Node Support Pole containing a concealed Network Node and concealed Network Node equipment, including but not limited to the Antenna and ground equipment, constructed in accordance with the specifications attached as Exhibit B-2, and located in an approved location, as shown on Exhibit A.

2. License granted. The City hereby grants Network Provider a nonexclusive right to construct and install Network Provider Poles in the approved locations, as shown in Exhibit A, attached and incorporated by reference for all purposes, for purposes of deploying Approved Nodes and related equipment under the terms of this Agreement.

3. Term. The primary term of this Agreement shall be ten (10) years commencing upon the effective date first set forth above. This Agreement may be renewed for additional five (5) year terms upon mutual written approval of the Parties. Following expiration or termination of this Agreement, Approved Nodes that remain in the public right-of-way shall require annual registration in accordance with the City’s Right-of-Way Management Ordinance on the earlier of: (i) the first anniversary of the Effective Date of this agreement following termination or expiration, or (ii) the first date that registration is required under the City’s Right-of-Way Management Ordinance.

4. Consideration. In consideration for streamlined permit processing, waiver of certain construction permit fees, pre-approval of concealment measures, and other good and valuable consideration the sufficiency of which is hereby acknowledged, Network Provider agrees to pay the City the fees required by this Agreement and to construct, install and maintain the Approved Nodes in accordance with the terms of this Agreement, notwithstanding any limitation on the regulatory conditions that may be imposed by the City under Chapter 284. The following fees shall apply to the Approved Nodes:

- a. Application Fee for Network Node Deployment Agreement: \$1,000, one time fee covering all Approved Nodes authorized under this Agreement (This fee is in lieu of construction permits for all Approved Nodes, including Network Provider Poles), due within sixty (60) days of the Effective date of this Agreement;
- b. Annual public right-of-way fee: \$250 per Approved Node, located in the public right-of-way, per year, due each year on or before each anniversary of the Effective Date of this Agreement;
- c. Fiber line fee: \$28 per Approved Node per month for the associated Transport Facility, as such term is defined by Chapter 284, due each year on or before each anniversary of the Effective Date of this Agreement (this amount shall be reduced by the amount if any, of municipal fees paid by the transport Network Provider for right-of-way access under Chapter 283 of the Texas Local Government Code);

These fees shall apply only to Approved Nodes. All other Network Nodes that are not Approved Nodes under this Agreement or a substantially similar agreement shall be subject to the fees required under the City's Right-of-Way Management Ordinance and applicable law.

5. Requirements Prior to Construction. At least ten (10) days prior to construction or installation of any Approved Network Node, Network Provider shall submit or cause to be submitted an application form to the City in order to provide all necessary information for City records. Further, prior to blocking any street, cutting pavement, beginning construction or maintenance, installing a network node or pole, or any equipment associated with such network node or pole, Network Provider shall require on-site personnel, including any subcontractor, to: (1) contact the City Administrator by telephone at 713-973-1779 or email at susan.blevins@hilshirevillagetexas.com and provide the approximate start date, end date, brief description of work, and any anticipated impact on vehicle or pedestrian traffic; and (2) maintain on their person during work within the City a copy of this Agreement or the applicable permit for any network node or pole not provided for in this Agreement. Network Provider acknowledges that all construction work requiring a permit within the City requires a copy of the permit to be maintained on site. Further, Network Provider acknowledges that failure to comply with City regulations is a violation of law that may result in a citation being issued by the Village Police Department.

6. Approved Node Specifications. Approved Nodes (including new poles, antenna and associated equipment for Approved Nodes) shall be installed, constructed and maintained in compliance with the plans and specifications, including the specific concealment measures, attached as Exhibit B (including Exhibit B-1 and Exhibit B-2) and incorporated by reference for all purposes. The City Administrator is authorized to allow modifications in the height of Approved Nodes upon written request from Network Provider; provided, however, no pole installed under this Agreement for an Approved Node shall be taller than thirty-five (35) feet and no Network Node, antenna or other equipment for an Approved Node installed under this Agreement shall be located more than thirty-five (35) feet above the ground except when collocating on utility poles. Further, the City Administrator is authorized to allow modifications in the paint color or concealment measures; provided a written request is submitted in writing by Network Provider prior to installation or construction of the Network Node that includes updated pictures and specifications of the proposed concealment measures for the Network Node, and detailed justification for the request. The Network Provider shall provide a copy of the written request to the owners of the immediately adjacent property. Network Provider acknowledges that pre-approval of the Approved Node specifications and concealment measures is an essential term of the Agreement and that the City would not have entered into this Agreement without the authority to approve these requirements for all Approved Nodes in advance of a Network Node deployment in a manner that minimizes the impact of the Approved Nodes on the surrounding property owners and users of the City's rights-of-way and allows for public input on this Agreement at a City Council meeting. Further, each Approved Node shall comply with the National Electric Code and any other requirements of Chapter 284.

7. Approved Node Locations. Approved Nodes shall be located within five (5) feet of the location shown in Exhibit A, attached and incorporated by reference for all purposes. The City Administrator is authorized to allow modifications in the location of an Approved Node of up to

an additional three (3) feet; provided a written request is submitted in writing by Network Provider prior to installation or construction of the Network Node and includes an updated map showing the proposed location of the Network Node, any changes to the Network Node or pole specifications and concealment measures, and detailed justification for the request. Network Provider acknowledges that pre-approval of the Approved Node locations is an essential term of the Agreement and that the City would not have entered into this Agreement without the authority to approve the specific location of all Approved Nodes in a Network Node deployment in advance in a manner that minimizes the impact of the Approved Nodes on the surrounding property owners and users of the City's rights-of-way and allows for public input on this Agreement at a City Council meeting.

8. Duplicate Locations. In the event that the Network Provider desires to install a Network Node in the same location as any existing Network Node, or at a location that is within 100 feet of any existing Network Node or any Approved Node that has not yet been constructed, the Network Provider shall do one of the following:

- a) submit a request to the City to amend Exhibit A to show an alternate location for the Network Node that is at least 100 feet from any existing Network Node or any Approved Node that has not yet been constructed, whether owned by the same Provider or not;
- b) collocate on the same Pole as the existing Network Node in cooperation with the Provider of the existing Network Node and/or Pole owner; or
- c) submit a written request to the City in the form of a Network Node Support Pole application including: (i) a visual representation of the existing location with the proposed Approved Node and/or Network Provider Pole installed, (ii) the Provider's explanation of how the proposed installation will promote uniformity of Network Node deployment within the City, minimize the visual impact on adjacent residents, and avoid interference with users of the City's Rights-of-Way, and (iii) the Provider's justification for not collocating on an existing Pole.

9. Network Provider's Maintenance Obligations. Network Provider shall own, maintain, repair, replace, modify, and operate its Network Nodes, Network Provider Poles and related equipment at its sole expense and responsibility. To facilitate Network Provider's undertaking hereunder, City grants to Network Provider a non-exclusive, non-transferable right of access to Network Provider Poles to operate and maintain the Network Nodes, Network Provider Poles and related equipment, subject to the requirements of the City's Right-of-Way Management Ordinance.

10. Removal and Relocation of Nodes. Network Provider shall relocate its Network Nodes at its own expense to an alternative location made available by the City, and acceptable to Network Provider, not later than one hundred eighty (180) days after receiving written notice from the City that removal or relocation of the Network Provider Pole is necessary due to construction, expansion, repair, relocation, or maintenance of a street or other public improvement project.

11. Amendment of Approved Nodes. Network Provider is authorized to request amendments to Exhibits A and B, including requests to delete Approved Node locations, where no Nodes were constructed at those locations or where Nodes have been removed, and to add additional

Approved Node locations, at any time during the Term of this Agreement; provided, however, City Council approval shall be required for these amendments except where an additional Approved Node complies with the specification and concealment measures in Exhibit B and is proposed at a location that the City Administrator has approved and to which no adjacent property owner has objected.

12. Termination. This Agreement may be terminated prior to the expiration of its term by either Party upon written notice to the other Party, if such other Party materially breaches any provision of this Agreement and the breach is not cured within sixty (60) days after receipt of such notice of the breach from the non-breaching Party, or, if the breach cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within such time and diligently pursue the cure to completion.

13. Non-compliance of Approved Nodes. In the event any Approved Node installed in the City is found to be non-compliant with the terms of this Agreement or the City's Right-of-Way Management Ordinance, the City shall provide notice of such noncompliance to Network Provider in accordance with this Agreement and Network Provider shall correct such noncompliance within 30 days or respond to the City in writing with an estimate of the time required to complete any work necessary to correct the noticed violation. Failure to correct the noticed violation(s) within 30 days from the date of the notice may result in a citation issued by law enforcement to Network Provider or other action by the City pursuant to the City's Right-of-Way Management Ordinance.

14. Collocation. Collocation on City Service Poles, to the extent such poles exist, is not authorized under this Agreement. This section is not intended to prevent collocation of the utility poles.

15. No Interference with Network Nodes. Network Provider acknowledges that it has received and reviewed the Right-of-Way Management Ordinance and that this Agreement does not waive any City Code requirements except the requirement to apply for a construction permit and land use approval under the City's Right-of-Way Management Ordinance for Approved Nodes. Pursuant to Section 284.301 of the Texas Local Government Code, Network Provider agrees that none of the provisions in this Agreement materially interfere with the use of Network Provider's Network Nodes.

16. Governmental Immunity; Limitation on Liability. This Agreement serves in lieu of certain permits and land use approvals that would otherwise be issued by the City and Network Provider agrees and acknowledges that this Agreement does not impose any liability on the City, its officers, employees or agents, for any damage to any equipment or other property owned, installed or maintained by Network Provider pursuant to this Agreement. Nothing in this Agreement is intended to waive any governmental immunity to which the City is entitled.

17. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Texas and applicable federal laws. Venue shall lie exclusively in Harris County, Texas.

18. No Waiver. None of the material provisions of this Agreement may be waived or modified except expressly in writing signed by Network Provider and the City. Failure of either Party to require the performance of any term in this Agreement or the waiver by either Party of any breach thereof shall not prevent subsequent enforcement of this term and shall not be construed or deemed a waiver of any subsequent breach.

19. Notices. Notices required by this Agreement may be given by certified mail by depositing the same in the United States mail or with a commercial courier. Either Party shall have the right by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If to the City:

City of Hillshire Village

Attn: City Administrator

With a copy to:

Olson & Olson
2727 Allen Pkwy, Ste 600
Houston, TX 77019
Attn: Scott Bounds

If to Network Provider:

GTE MOBILNET SOUTH TEXAS LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to:

GTE MOBILNET SOUTH TEXAS LP
d/b/a Verizon Wireless
600 Hidden Ridge
Irving, TX 75038
Attention: Legal Department

Notices shall be deemed effective upon delivery or refusal of delivery.

20. Counterparts and Electronic Copies. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. A scanned or electronically reproduced copy of this fully executed Agreement shall have the same legal effect as an original signed version of this Agreement.

21. Severability. If one or more provision in this Agreement is found to be invalid, illegal or otherwise unenforceable, all other provisions will remain unaffected and shall be deemed to be in full force and effect. If any provision in this Agreement is found to be invalid, illegal or otherwise unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally intended by the Parties.

22. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, and shall not be modified

except by an express written agreement signed by a duly authorized representative of both Parties.

23. Force Majeure. Neither Party shall be responsible for delays in the performance of its obligations caused by events beyond the Party's reasonable control, including, but not limited to, acts of God.

24. Exhibits. All exhibits to this Agreement are hereby made a part hereof as if fully set out herein.

25. Entire Agreement. This Agreement embodies the complete agreement of the Parties, superseding all oral or written previous and contemporary agreements between the Parties relating to this Agreement.

26. Authority to Execute. Any individual executing this Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such Party, and this Agreement is binding upon such Party in accordance with its terms.

27. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties and shall not be construed to confer any benefit or right upon any third party. This Agreement is for the sole benefit of, and may be enforced only by, the Parties to this Agreement. No other third party shall have standing to enforce any provision of this Agreement.

28. Remedies. In the event of any breach of the terms of this Agreement by the either Party, the non-breaching Party shall be entitled to pursue any and all legal and equitable rights and remedies permitted by applicable law.

29. Amendments. Subject to minor modifications by the City Administrator expressly authorized under this Agreement, this Agreement can only be amended by mutual written agreement of the Parties following approval of such amendment by City Council.

30. Assignment. Network Provider may, upon 30 days advance written notice to the City, assign or transfer its rights arising under this Agreement, provided such assignment requires the assignee to assume all the duties and obligations of Network Provider under this Agreement, to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with Network Provider, (ii) shall merge or consolidate with or into Network Provider, (iii) shall succeed to all or substantially all the assets, property and business of Network Provider to which this Agreement relate, or (iv) any affiliate or subsidiary or other party as may be required in connection with any offering, merger, acquisition, recognized security exchange or financing. Under all other circumstances, such assignment or transfer shall require the City's written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

31. Relationship of the Parties. Each Party shall be considered an independent contractor, and no party nor any affiliate of any party shall be considered the agent, partner, fiduciary or

employee of any other party, in its performance of any and all duties under any transactions contemplated by this Agreement. No party shall be deemed to have any fiduciary relationship to any other party.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed, or caused their respective duly authorized representatives to execute, this Agreement as of the day and year listed below.

CITY of HILLSHIRE VILLAGE

Mayor

ATTEST:

City Secretary

NETWORK PROVIDER

GTE Mobilnet of South Texas, LP
By:
Title:

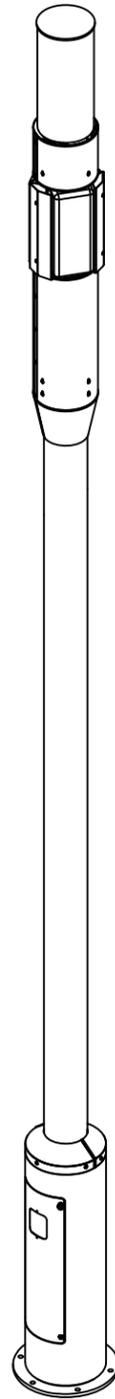
Exhibit A – Approved Node Location Listing and Map

Exhibit B – Approved Node Specifications and Concealment Measures

B-1: specifications for nodes collocated on utility poles

B-2: specifications for Network Provider Poles, including network nodes

ROW Jurisdiction Site	Site Name	Address	Site Latitude	Site Longitude	Structure Owner
Hilshire Village	HOU_SPRING_BRANCH_151_TX - B	1031 2/3 Ridgeley Dr	29.78703	-95.4859	Centerpoint
Hilshire Village	HOU_SPRING_BRANCH_133_TX - A	1205 Archley Dr	29.7907	-95.4899	Verizon
Hilshire Village	HOU_SPRING_BRANCH_118_TX - A	8108 Bromley St	29.79238	-95.4888	CenterPoint Energy
Hilshire Village	HOU_SPRING_BRANCH_115_TX - A	1305 Ridgeley Dr	29.79366	-95.4909	CenterPoint Energy



7555-A PALMETTO COMMERCE PARKWAY
NORTH CHARLESTON, SC 29420 USA
P: (800)-755-0689 / F: (843)-207-0207
WWW.STEALTHCONCEALMENT.COM
PROJECT MANAGER: DANIEL ROBERTS ; 843-574-9675

FINAL ENGINEERING

VERIZON WIRELESS RCP3NPCNIHT30NO

STEALTH JOB #: VZ19-01223H-31R2

DRAWING INDEX

T1	TITLE SHEET
N1-N2	NOTES & SPECIFICATIONS
S1-S2	ASSEMBLY - ELEVATIONS
S3	FOUNDATION DETAILS



GENERAL

1. THE TYPICAL NOTES SHALL APPLY FOR ALL CASES UNLESS OTHERWISE SPECIFICALLY DETAILED WITHIN THE DRAWINGS. SOME NOTES MAY NOT BE APPLICABLE IN PART OR IN WHOLE FOR EVERY PROJECT.
2. ANY ITEMS REFERENCED AS BEING ON "HOLD" ARE TO BE INCLUDED IN THE WORK AS SHOWN. HOWEVER, CONSTRUCTION OR FABRICATION IS NOT TO BEGIN UNTIL THE "HOLD" REFERENCE IS REMOVED.
3. DIMENSIONS CONTAINED WITHIN MUST BE FIELD VERIFIED AND CUSTOMER APPROVED PRIOR TO FABRICATION OF MATERIALS.
4. THE MODIFICATIONS DEPICTED IN THESE DRAWINGS ARE INTENDED TO PROVIDE STRUCTURAL SUPPORT FOR THE ADDITION OF THE ANTENNA SCREENING SYSTEMS OUTLINED WITHIN. THE EXISTING STRUCTURE OR BUILDING SHALL BE ANALYZED AND RETROFITTED AS REQUIRED, BY OTHERS, TO WITHSTAND THE LOADS IMPOSED BY THE NEW STEALTH® ENCLOSURE SHOWN ON THE DRAWINGS.
5. ANTENNA CONCEALMENT PRODUCTS SHALL BE INSTALLED BY A CONTRACTOR EXPERIENCED IN SIMILAR WORK. CARE SHALL BE TAKEN IN THE INSTALLATION OF ANY AND ALL MEMBERS IN ACCORDANCE WITH RECOGNIZED INDUSTRY STANDARDS AND PROCEDURES. ALL APPLICABLE OSHA SAFETY GUIDELINES ARE TO BE FOLLOWED. STEALTH® IS NOT PROVIDING FIELD INSTALLATION SUPERVISION.
6. THESE DRAWINGS INDICATE THE MAJOR OPERATIONS TO BE PERFORMED, BUT DO NOT SHOW EVERY FIELD CONDITION THAT MAY BE ENCOUNTERED. THEREFORE, PRIOR TO BEGINNING OF WORK THE CONTRACTOR SHOULD SURVEY THE JOB SITE THOROUGHLY TO MINIMIZE FIELD PROBLEMS.
7. PROTECTION OF EXISTING STRUCTURES DURING THE COURSE OF THE CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
8. THE STRUCTURAL INTEGRITY OF THIS STRUCTURE IS DESIGNED TO BE ATTAINED IN ITS COMPLETED STATE. WHILE UNDER CONSTRUCTION ANY TEMPORARY BRACING OR SHORING WHICH MAY BE REQUIRED TO MAINTAIN STABILITY PRIOR TO COMPLETION SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
9. THE PLANS AND DETAILS WITHIN DO NOT INCLUDE DETAILS OR DESIGN FOR DRAINAGE FROM OR WATERPROOFING OF EXTERIOR OR INTERIOR SURFACES OF THE EXISTING BUILDING OR STRUCTURE. THESE DETAILS MUST BE COMPLETED BY OTHERS.
10. CONTRACTOR TO SHIM BASEPLATE AS REQUIRED TO ENSURE LEVEL SURFACE.

STRUCTURAL STEEL

1. STEEL FABRICATION AND INSTALLATION SHALL BE DONE IN ACCORDANCE WITH THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION MANUAL AND SPECIFICATIONS.
2. STEEL I-SHAPE, ANGLE, CHANNEL, AND MISCELLANEOUS MEMBERS SHALL CONFORM TO ASTM A36 (36 KSI MIN. YIELD STRENGTH) STEEL SPECIFICATIONS, U.N.O.
3. STEEL PLATE MEMBERS SHALL CONFORM TO ASTM A36 (36 KSI MIN. YIELD STRENGTH) STEEL SPECIFICATIONS U.N.O.
4. STEEL PIPE AND ROUND TUBE MEMBERS SHALL CONFORM TO ASTM A500 GRADE B (42 KSI MIN. YIELD STRENGTH) STEEL SPECIFICATIONS, U.N.O.
5. STEEL RECTANGULAR AND SQUARE TUBE MEMBERS SHALL CONFORM TO ASTM A500 GRADE B (46 KSI MIN. YIELD STRENGTH) STEEL SPECIFICATIONS, U.N.O.
6. STEEL WIDEFLANGE MEMBERS SHALL CONFORM TO ASTM A992 (50 KSI MIN, YIELD STRENGTH) STEEL SPECIFICATIONS U.N.O.
7. ALL BOLTS FOR STEEL-TO-STEEL CONNECTIONS SHALL CONFORM TO ASTM F3125 GRADE A325 SPECIFICATIONS, U.N.O. A325N AND A325X ALLOWED.
8. STRUCTURAL BOLTS SHALL BE TIGHTENED USING TURN-OF-THE-NUT METHOD.
9. BOLT HOLE EDGE DISTANCES SHALL BE A MINIMUM 1", U.N.O.
10. ALL WELDING SHALL BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS AND PROCEDURES OF THE AMERICAN WELDING SOCIETY (AWS) BY CERTIFIED WELDERS PER AWS D1.1 FOR STEEL AND AWS D1.2 FOR ALUMINUM. STEEL WELDS SHALL BE BY E70XX, LOW HYDROGEN ELECTRODE.
11. STEEL SHALL BE HOT DIP GALVANIZED PER ASTM A123 SPECIFICATIONS AFTER FABRICATION OR PAINTED WITH RUST INHIBITIVE PRIMER.
12. STEEL HARDWARE SHALL BE HOT DIP GALVANIZED PER ASTM F2329, U.N.O.
13. AFTER ANY FIELD HOLE PUNCHING / DRILLING OR CUTTING HAS BEEN COMPLETED, OR FOR ANY DAMAGED STRUCTURAL MEMBER, TOUCH UP ALL BARE MATERIAL AND WELDED AREAS WITH TWO COATS OF GAL-CON OR SIMILAR MATERIAL TO RESTORE THE GALVANIZED PROTECTION ON THE MEMBERS.
14. ALL WELDED STEEL ASSEMBLIES AND INDIVIDUAL STEEL PARTS SHOULD HAVE THE PART NUMBER WELDED ONTO THE PART OR ASSEMBLY. THE PART NUMBERS SHOULD BE LOCATED CONSISTENTLY AND AWAY FROM ANY CONNECTION POINT TO AVOID ANY INTERFERENCE ISSUES WITH THE WELD.

DESIGN NOTES:

STRUCTURAL DESIGN IS BASED ON THE 2018 IBC & ANSI/TIA-222-H

SITE LOCATION:

HOUSTON, TX

DESIGN LOADS:

WIND:
 ULTIMATE WIND SPEED: 140 MPH (3-SEC GUST)
 RISK CATEGORY: II
 EXPOSURE: C

SEISMIC:

IMPORTANCE FACTOR: 1.0
 RISK CATEGORY: II
 SITE CLASS: D
 MAPPED SPECTRAL RESPONSE ACCELERATIONS: $S_s = 0.072g$ $S_1 = 0.039g$
 SEISMIC DESIGN CATEGORY: A
 SPECTRAL RESPONSE COEFFICIENTS: $S_{ds} = 0.077g$ $S_{d1} = 0.062g$

REACTIONS:

SHEAR REACTION: $V = 2.2$ kip
 AXIAL REACTION: $R = 3.54$ kip
 MOMENT: $M = 54.31$ kip-ft



7555-A PALMETTO COMMERCE PARKWAY
 NORTH CHARLESTON, SC 29420 USA
 P: (800)-755-0689 F: (843)-207-0207
 WWW.STEALTHCONCEALMENT.COM

PROPRIETARY INFORMATION: THE INFORMATION CONTAINED WITHIN THIS DRAWING SET IS PROPRIETARY & CONFIDENTIAL BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO STEALTH® CONCEALMENT SOLUTIONS, INC. IS STRICTLY PROHIBITED.



DRAWING NOT TO SCALE, UNLESS SPECIFIED OTHERWISE DIMENSIONS SHOWN ARE IN INCHES
TOLERANCES
 DECIMALS X ± 1/16"
 .XXX ± 0.01"
 ANGULAR X ± 0.5°

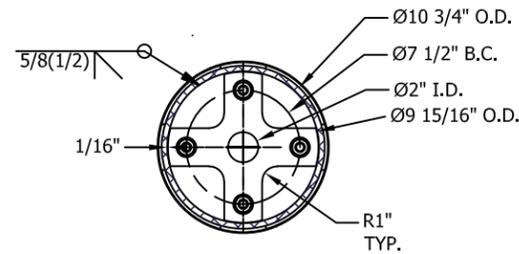
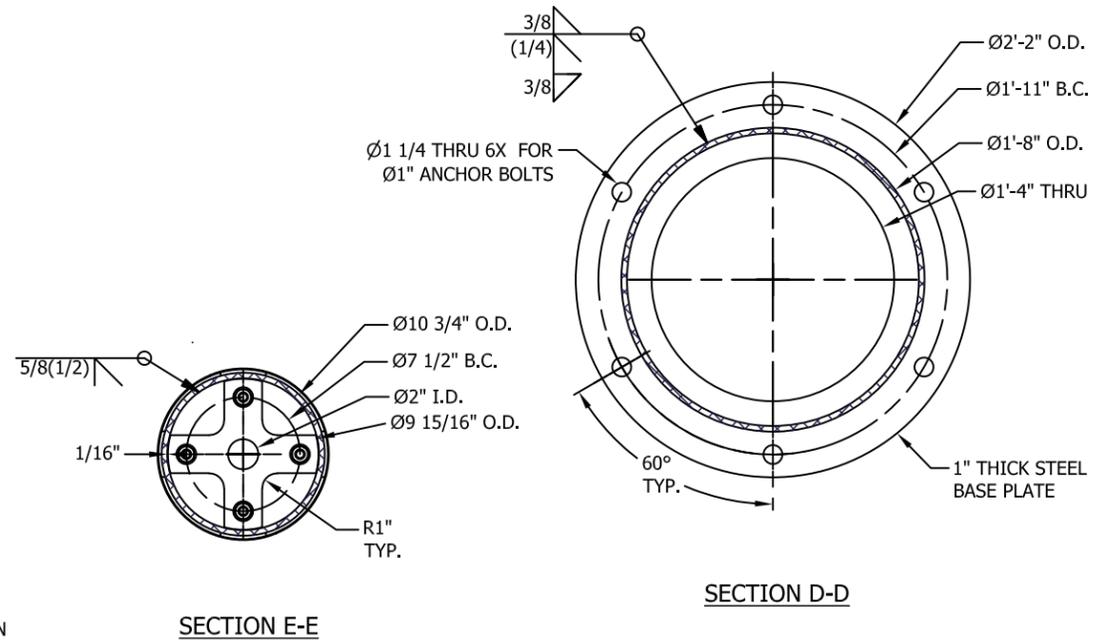
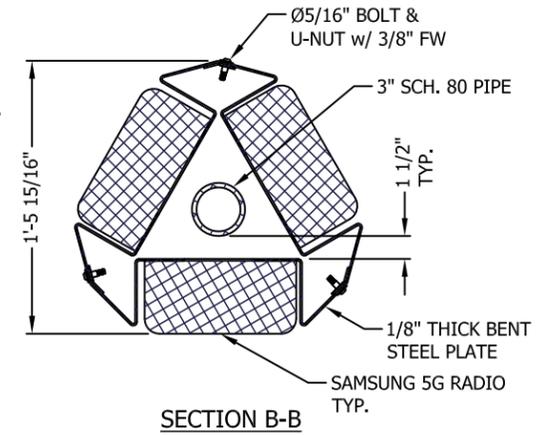
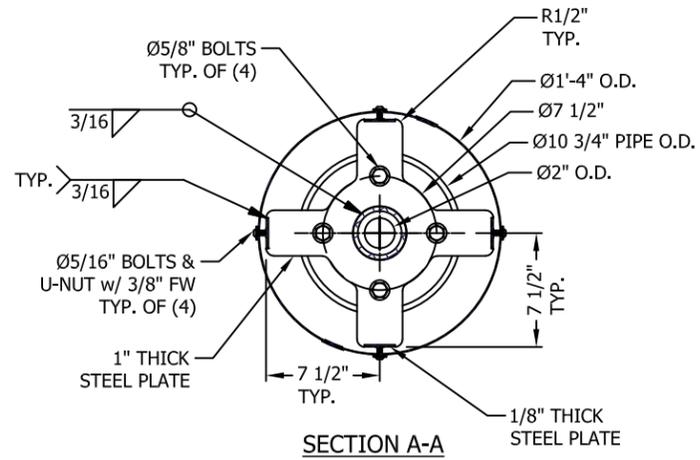
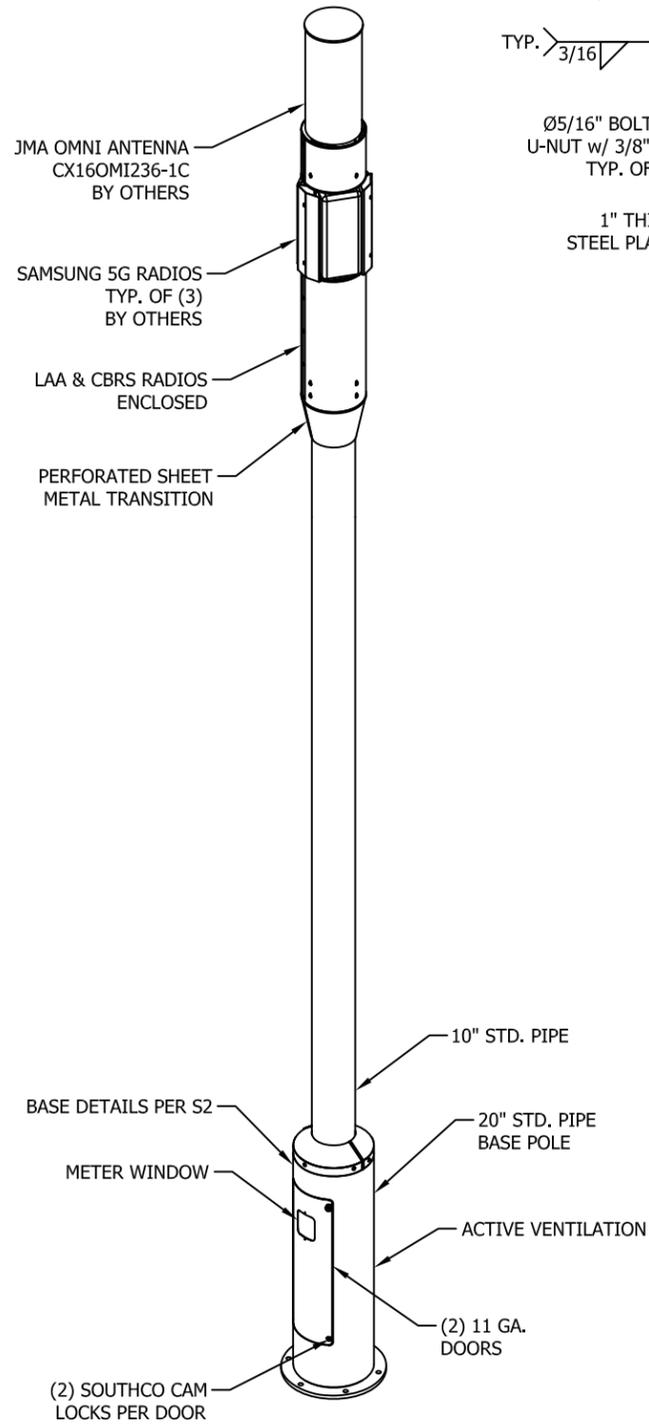
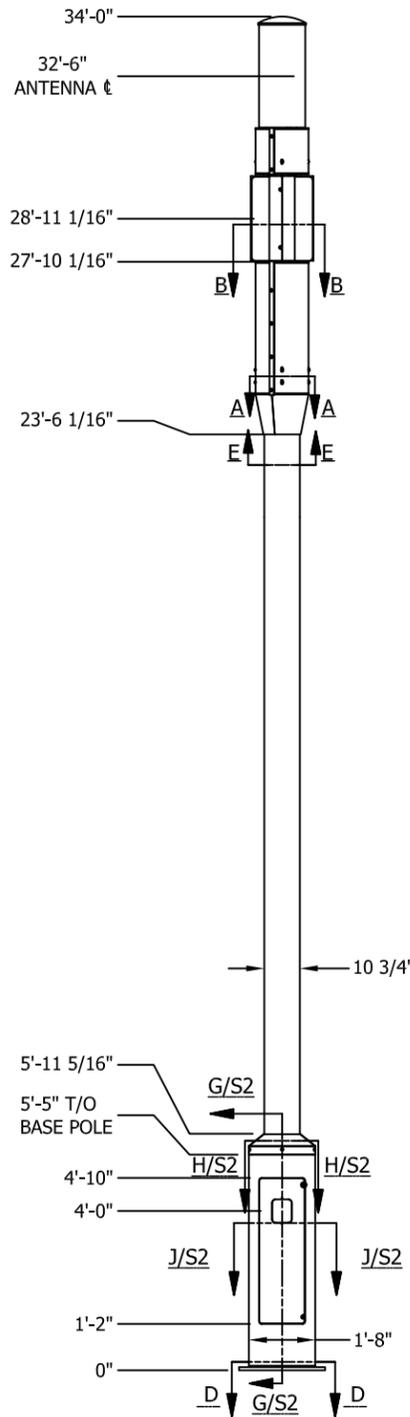
NOTES & SPECIFICATIONS

VERIZON WIRELESS
 RCP3NPCNIHT30NO

JOB #: VZ19-01223H-31R2
 DRAWN: DSP
 DESIGNED: VG
 REVISED: NB+C

N1
 03-17-20

REVISION
B



Raycap | **STEALTH**

7555-A PALMETTO COMMERCE PARKWAY
NORTH CHARLESTON, SC 29420 USA
P: (800)-755-0689 F: (843)-207-0207
WWW.STEALTHCONCEALMENT.COM

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DRAWING NOT TO SCALE, UNLESS SPECIFIED OTHERWISE DIMENSIONS SHOWN ARE IN INCHES
TOLERANCES
DECIMALS X ± 1/16" ANGULAR X ± 0.5°
.XXX ± 0.01"

ASSEMBLY - ELEVATIONS

VERIZON WIRELESS
RCP3NPCNIHT30NO

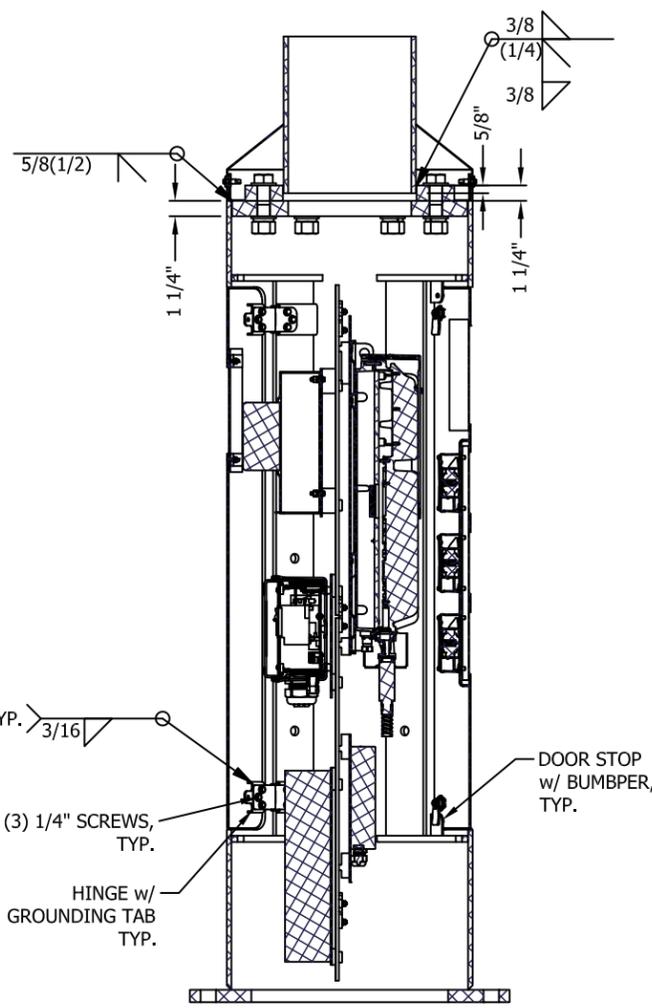
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DRAWN: DSP
DESIGNED: VG
REVISED: NB+C

S1

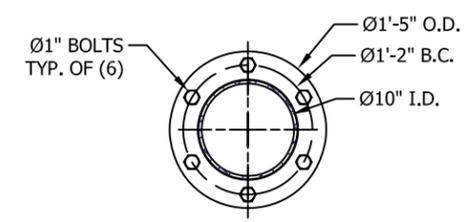
03-17-20

REVISION

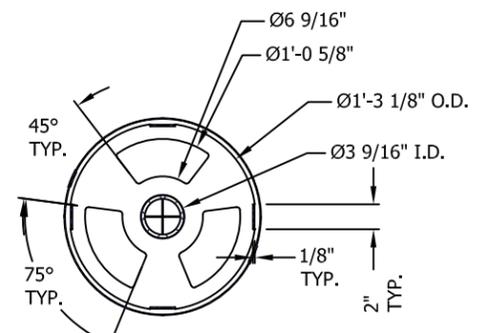
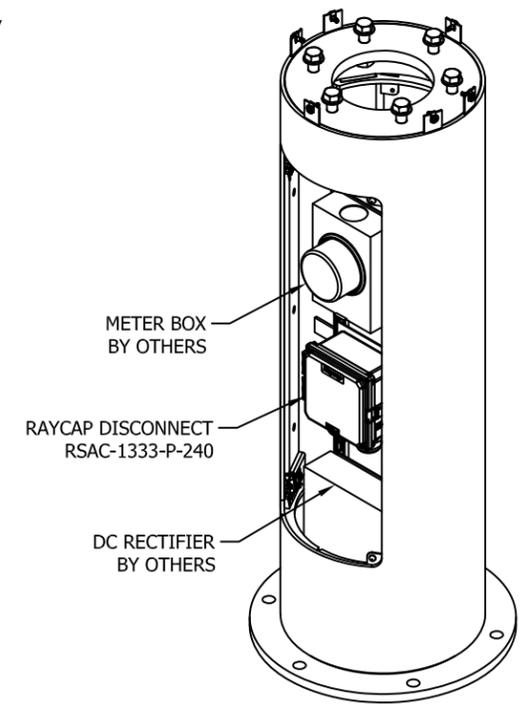
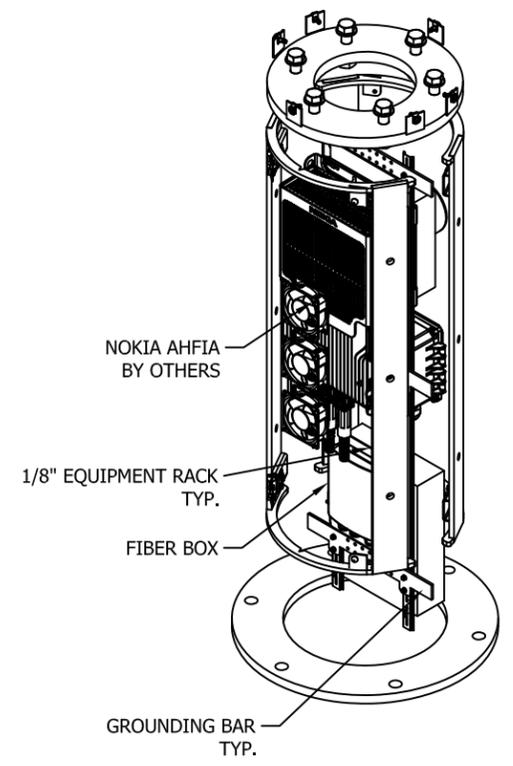
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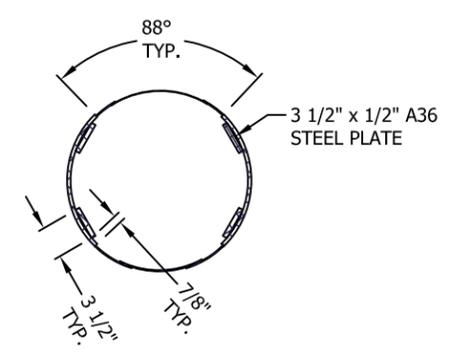
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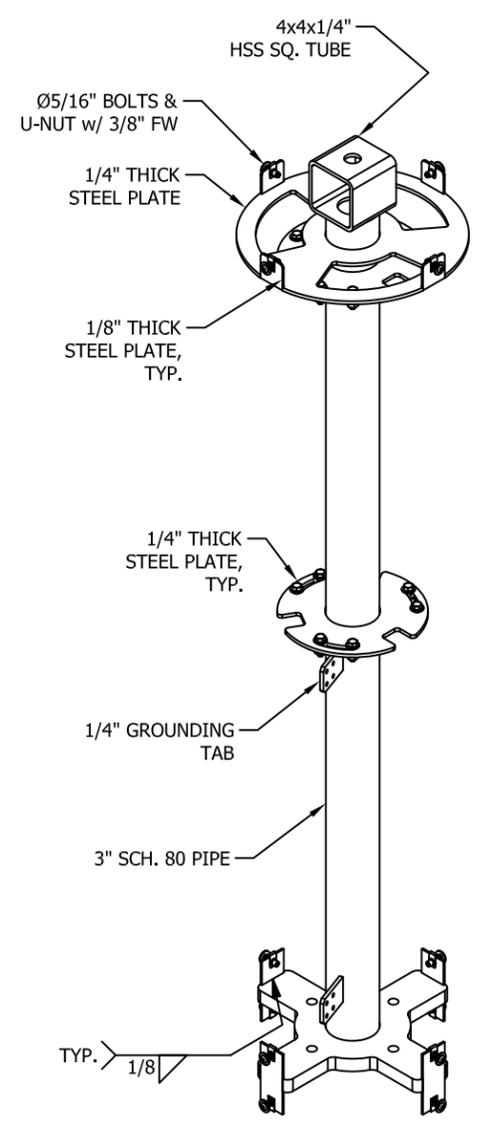
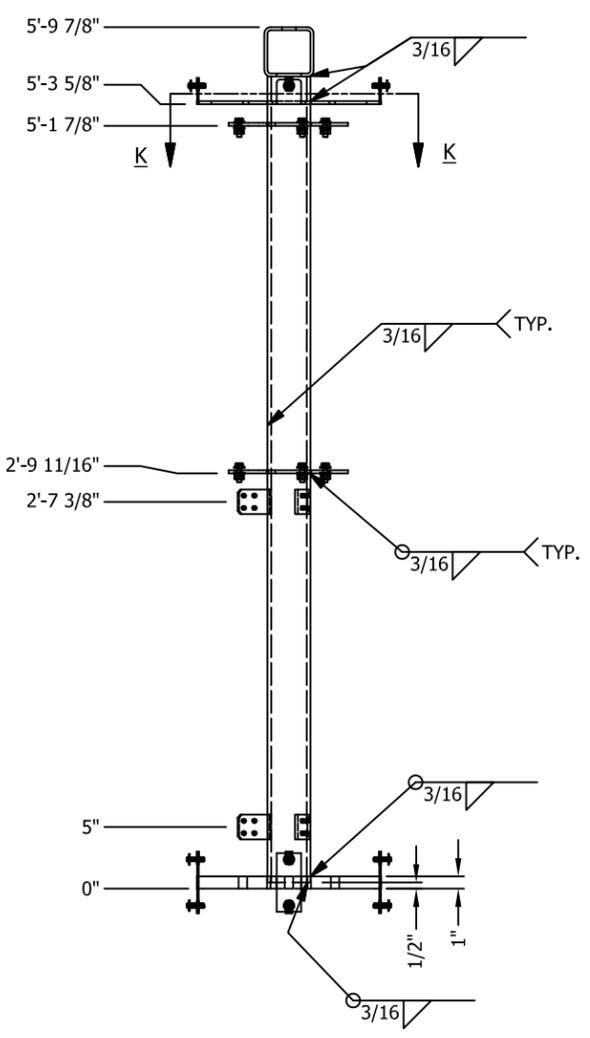
SECTION H/S2-H/S2



SECTION K-K



SECTION J/S2-J/S2



Raycap | **STEALTH**

7555-A PALMETTO COMMERCE PARKWAY
 NORTH CHARLESTON, SC 29420 USA
 P: (800)-755-0689 F: (843)-207-0207
 WWW.STEALTHCONCEALMENT.COM

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 TOLERANCES
 DECIMALS X ± 1/16" ANGULAR X ± 0.5°
 .XXX ± 0.01"

ASSEMBLY - ELEVATIONS

VERIZON WIRELESS
 RCP3NPCNHT30NO

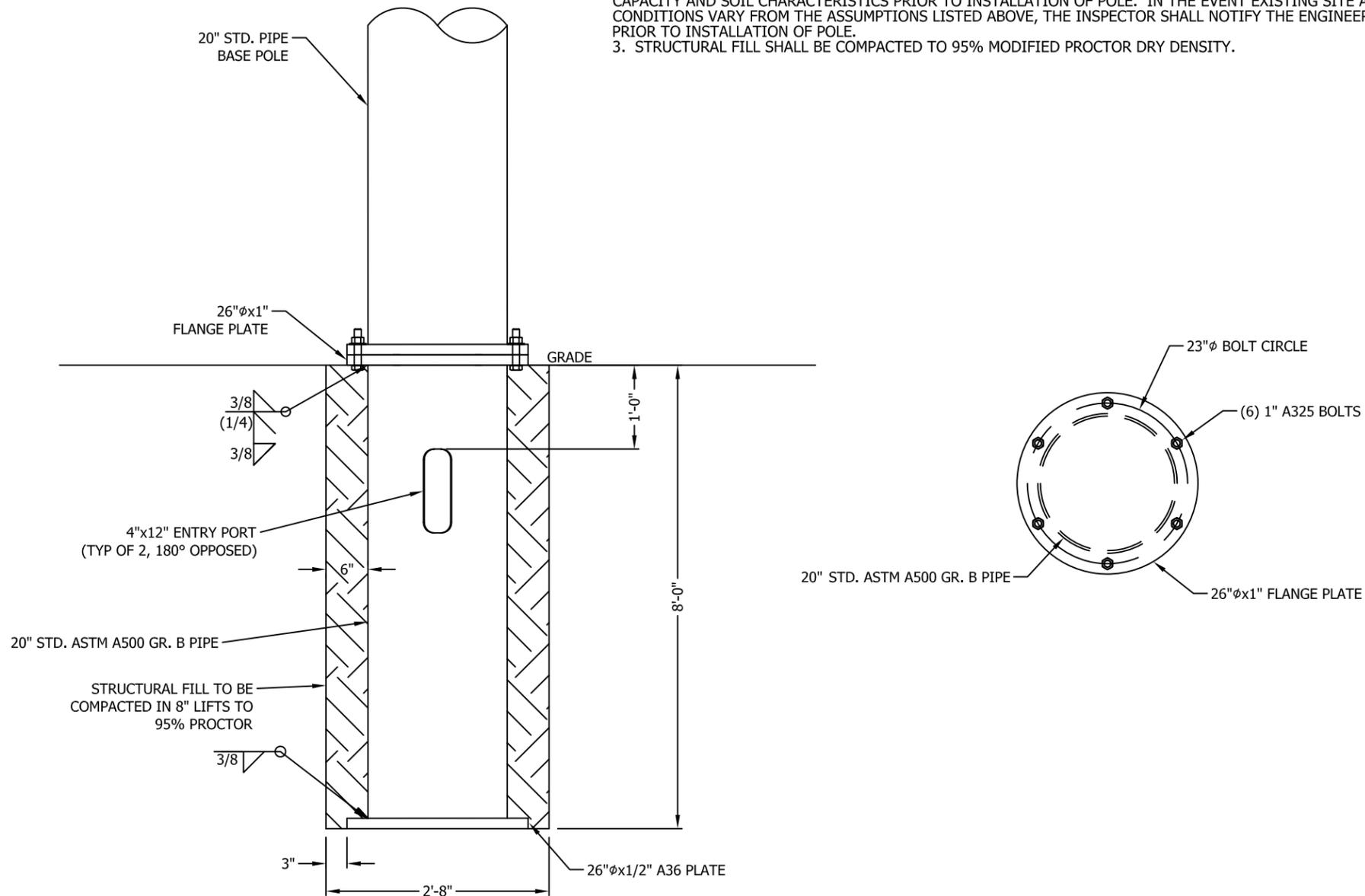
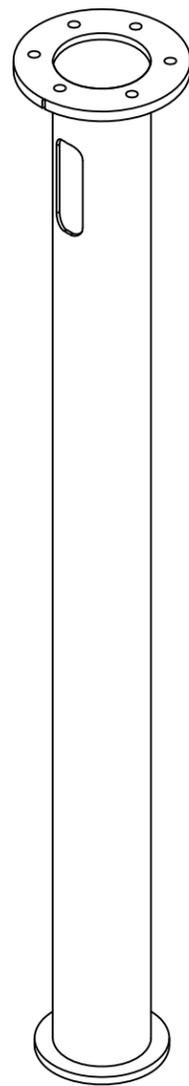
JOB #: VZ19-01223H-31R2
 DRAWN: DSP
 DESIGNED: VG
 REVISED: NB+C

S2
 03-17-20

REVISION

NOTE: PIPE EMBEDDED TO THE SOIL WILL REQUIRE PROTECTIVE COATING FROM VALSPAR CORROCOTE™ (CORROCOTE II CLASSIC) TO COMBAT SOIL CONDITION.

FOUNDATION NOTES:
 1. THE IN-SITU SOILS ARE ASSUMED TO BE CLASS 3, SANDY GRAVEL AND GRAVEL PER TABLE 1806.2 OF THE 2018 INTERNATIONAL BUILDING CODE. ALLOWABLE BEARING CAPACITY AND LATERAL BEARING PRESSURE ARE 3,000 PSF AND 200 PSF/FT BELOW NATURAL GRADE, RESPECTIVELY. A LATERAL BEARING PRESSURE OF 400 PSF/FT (TWO TIMES TABULAR VALUE) HAS BEEN CONSIDERED FOR THE ISOLATED POLE DIRECT-EMBEDMENT ANALYSIS PER SECTION 1806.3.4 OF THE 2018 INTERNATIONAL BUILDING CODE.
 2. EXCAVATION SHALL BE PERFORMED IN THE PRESENCE OF A LICENSED GEOTECHNICAL ENGINEER OR JURISDICTION APPROVED INSPECTOR (CONTINUOUS OBSERVATION). THE QUALIFIED SOIL INSPECTOR SHALL VERIFY IN-SITU BEARING CAPACITY AND SOIL CHARACTERISTICS PRIOR TO INSTALLATION OF POLE. IN THE EVENT EXISTING SITE AND/OR SOIL CONDITIONS VARY FROM THE ASSUMPTIONS LISTED ABOVE, THE INSPECTOR SHALL NOTIFY THE ENGINEER OF RECORD PRIOR TO INSTALLATION OF POLE.
 3. STRUCTURAL FILL SHALL BE COMPACTED TO 95% MODIFIED PROCTOR DRY DENSITY.



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 NORTH CHARLESTON, SC 29420 USA
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DRAWING NOT TO SCALE, UNLESS SPECIFIED OTHERWISE DIMENSIONS SHOWN ARE IN INCHES
 TOLERANCES
 DECIMALS: X ± 1/16" ANGULAR: X ± 0.5°
 .XXX ± 0.01"

FOUNDATION DETAILS

VERIZON WIRELESS
 RCP3NPCNIHT30NO

JOB #: VZ19-01223H-31R2
 DRAWN: DSP
 DESIGNED: VG
 REVISED: NB+C

S3

03-17-20

REVISION
B

PROJECT NAME:

SMALL CELL INSTALLATION OPTIONS CPE

PREPARED FOR:



P. MARSHALL &
ASSOCIATES

SMALL CELL
NODE

INSTALLATION
OPTIONS
CPE

DRAWING INDEX

- T-1 TITLE SHEET
- C-1 POWER POLE WITH GROUND EQUIPMENT - (3) DIRECTIONAL GEN 4 & OMNI (POLE TOP)
- C-2 POWER POLE WITH GROUND EQUIPMENT - (3) DIRECTIONAL GEN 4 (POLE TOP)
- C-2A POWER POLE WITH GROUND EQUIPMENT - (3) DIRECTIONAL GEN 3 (POLE TOP)
- C-3 CUSTOM COLLAR MOUNT SPECIFICATION
- C-3A CUSTOM COLLAR MOUNT SPECIFICATION
- C-3B CUSTOM COLLAR MOUNT SPECIFICATION
- C-3C CUSTOM COLLAR 3D VIEWS

NO.	DATE	DESCRIPTION:
0	7/11/18	ISSUE FOR REVIEW
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2	7/18/18	ISSUE FOR REVIEW
3	7/20/18	ISSUE FOR REVIEW
4	8/8/18	ISSUE FOR REVIEW
5	9/11/18	ANTENNA CHANGE
6	10/24/18	ANTENNA CHANGE
7	10/29/18	DIM. REQUIREMENT CHANGE

DESIGNED: FCP	JOB #:
DRAWN: FCP	VWT18-SC VZW
CHECKED: FCP	

PREPARED BY:



6801 PORTWEST DRIVE
SUITE 100
HOUSTON, TEXAS 77024
713-677-0964

**ISSUED
FOR
REVIEW**

**TITLE SHEET &
PROJECT
INFORMATION**

T-1

KEY NOTES:

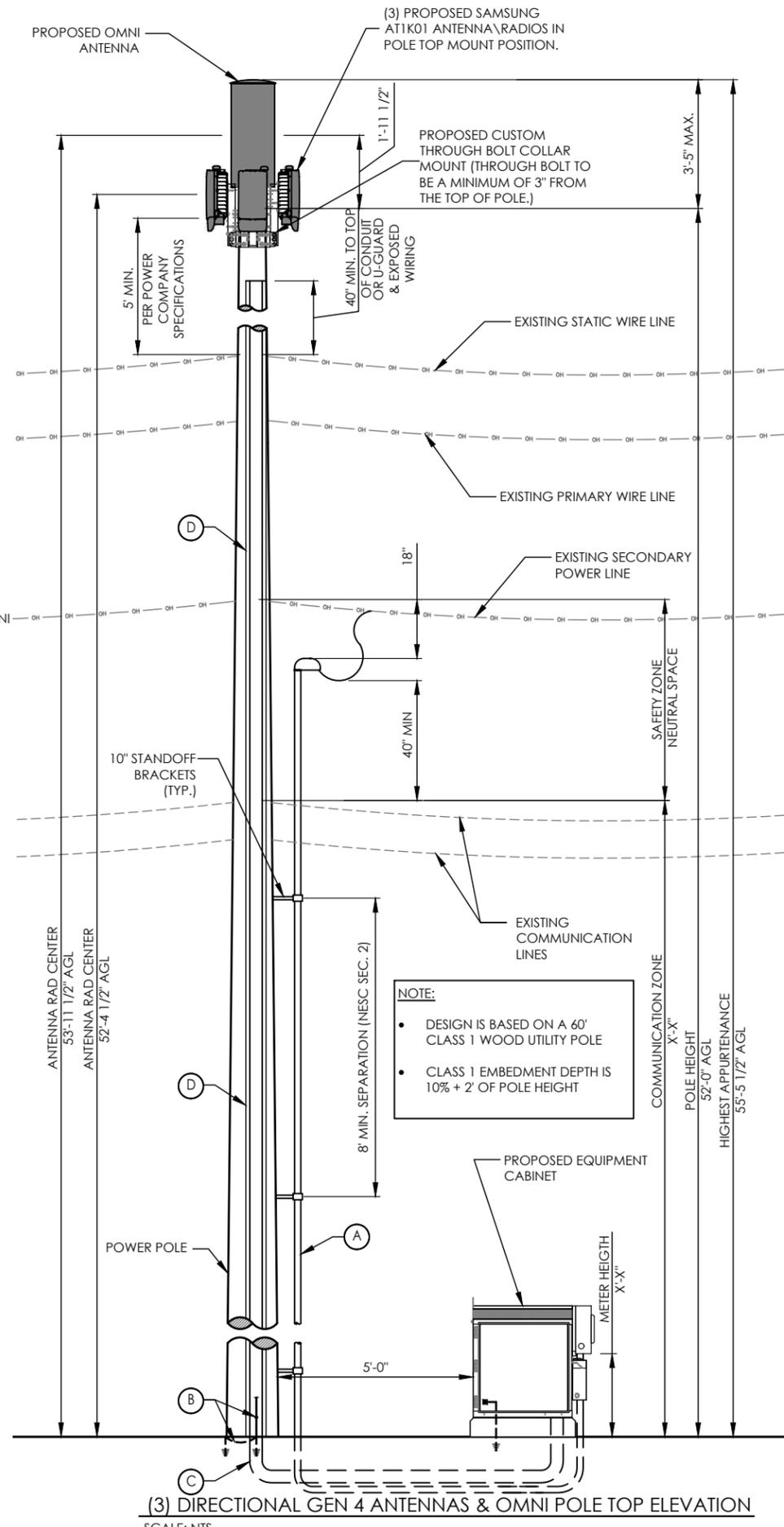
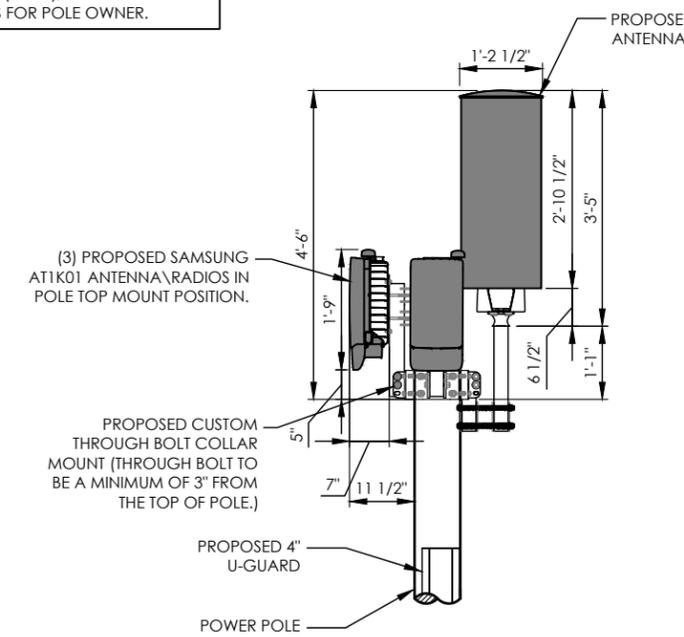
- (A) PROPOSED SUPPLY CONDUCTOR IN MAX 3" SCH. 80 PVC CONDUIT TO METER & DISCONNECT.
- (B) PROPOSED #2 GROUNDING CONDUCTOR FROM POLE TOP TO GROUND ROD. ROUTE IN SHARED SCH. 80 PVC CONDUIT. BOND COMMUNICATION GROUNDING CONDUCTOR AND POWER COMPANY POLE GROUND TOGETHER AT BASE OF POLE.
- (C) PROPOSED 4" SCH. 80 PVC CONDUIT FOR FIBER, COAX, AND DC POWER ROUTED FROM GROUND EQUIPMENT TO ANTENNAS
- (D) PROPOSED 4" SHARED U-GUARD OR SCH. 40 PVC CONDUIT FOR PROPOSED GROUND WIRES, FIBER, COAX, AND DC POWER CABLES.

INSTALLATION NOTE:

- POLE SELECTED FOR EQUIPMENT INSTALLATION SHALL BE TRUCK ACCESSIBLE AT ALL TIMES.
- COMMUNICATION EQUIPMENT SHALL BE ARRANGED AND MOUNTED TO PROVIDE OTHER UTILITIES CLEAR CLIMBING SPACE TO THEIR EQUIPMENT ON THE POLE, PER NESC 236D
- ALL INSTALLATIONS SHALL COMPLY WITH THE CURRENT PUBLISHED ISSUES OF THE NATIONAL ELECTRICAL SAFETY CODE (NESC), AND POLE ATTACHMENT STANDARDS FOR POLE OWNER.

COMPONENT SCHEDULE:

- (3) SAMSUNG ATIK01 RADIO & ANTENNA UNITS
11.8" w x 13.5" h x 8.5" d
WEIGHT = 29 LBS (87 LBS TOTAL)
 - (1) THROUGH BOLT COLLAR MOUNT
WEIGHT = 76 LBS
 - (1) OMNI ANTENNA
35" h x 14" Ø
WEIGHT = 35 LBS
- TOTAL WEIGHT = 198 LBS



NOTE:

- DESIGN IS BASED ON A 60' CLASS 1 WOOD UTILITY POLE
- CLASS 1 EMBEDMENT DEPTH IS 10% + 2' OF POLE HEIGHT

PROJECT INFORMATION

SITE ADDRESS: _____
 LATITUDE: _____
 LONGITUDE: _____
 ELEVATION: _____ AMSL (NAVD 88)
 JURISDICTION: CITY OF _____ / COUNTY _____
 MACRO SITE: _____
 APPLICANT: VERIZON WIRELESS
 14123 CICERO ROAD
 HOUSTON, TX 77095
 ENGINEER: _____

VICINITY MAP



SCOPE OF WORK

INSTALL PROPOSED SMALL CELL EQUIPMENT AT IDENTIFIED SMALL CELL NODE LOCATION. RUN POWER FROM EXISTING POWER SERVICE AT EACH NODE LOCATION TO EQUIPMENT. INSTALL FIBER BACKHAUL FROM EXISTING VERIZON WIRELESS MACRO CELL SITE/HEAD-END/CAN HUB TO PROPOSED SMALL CELL NODE LOCATION.

POWER & TELCO COORDINATION:

- POWER COMPANY: TBD
- MAIN CONTACT NUMBER: TBD
- PWR. CO. ENGINEER: TBD
- ENGINEER CONTACT NUMBER: TBD
- POWER ACCOUNT NUMBER: TBD
- TELEPHONE COMPANY: TBD
- MAIN CONTACT NUMBER: TBD



ISSUED FOR REVIEW



SMALL CELL NODE
 INSTALLATION OPTIONS
 CPE

NO.	DATE	DESCRIPTION:
0	7/11/18	ISSUE FOR REVIEW
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3	7/20/18	ISSUE FOR REVIEW
4	8/8/18	ISSUE FOR REVIEW
5	9/11/18	ANTENNA CHANGE
6	10/24/18	ANTENNA CHANGE
7	10/29/18	DIM. REQUIREMENT CHANGE

DESIGNED: FCP
 DRAWN: FCP
 CHECKED: FCP

JOB #:
 VWT18-SC VZW

POWER POLE WITH GROUND EQUIPMENT

C-1

KEY NOTES:

- (A) PROPOSED SUPPLY CONDUCTOR IN MAX 3" SCH. 80 PVC CONDUIT TO METER & DISCONNECT.
- (B) PROPOSED #2 GROUNDING CONDUCTOR FROM POLE TOP TO GROUND ROD. ROUTE IN SHARED U-GUARD OR SCH. 40 PVC CONDUIT. BOND COMMUNICATION GROUNDING CONDUCTOR AND POWER COMPANY POLE GROUND TOGETHER AT BASE OF POLE.
- (C) PROPOSED 3" SCH. 80 PVC CONDUIT FOR FIBER AND DC POWER ROUTE FROM GROUND EQUIPMENT TO ANTENNAS AND RADIOS
- (D) PROPOSED 4" SHARED U-GUARD OR SCH. 40 PVC CONDUIT FOR PROPOSED GROUND WIRES, FIBER, COAX, AND DC POWER CABLES.

COMPONENT SCHEDULE:

- (3) SAMSUNG AT1K01 RADIO & ANTENNA UNITS
11.8" w x 13.5" h x 8.5" d
WEIGHT = 29 LBS (87 LBS TOTAL)
 - (1) THROUGH BOLT COLLAR MOUNT
WEIGHT = 76 LBS
- TOTAL WEIGHT = 163 LBS

INSTALLATION NOTE:

- POLE SELECTED FOR EQUIPMENT INSTALLATION SHALL BE TRUCK ACCESSIBLE AT ALL TIMES.
- COMMUNICATION EQUIPMENT SHALL BE ARRANGED AND MOUNTED TO PROVIDE OTHER UTILITIES CLEAR CLIMBING SPACE TO THEIR EQUIPMENT ON THE POLE, PER NESC 236D
- ALL INSTALLATIONS SHALL COMPLY WITH THE CURRENT PUBLISHED ISSUES OF THE NATIONAL ELECTRICAL SAFETY CODE (NESC), AND POLE ATTACHMENT STANDARDS FOR POLE OWNER.

PROJECT INFORMATION

SITE ADDRESS: _____
 LATITUDE: _____
 LONGITUDE: _____
 ELEVATION: _____ AMSL (NAVD 88)
 JURISDICTION: CITY OF _____ / COUNTY _____
 MACRO SITE: _____
 APPLICANT: VERIZON WIRELESS
 14123 CICERO ROAD
 HOUSTON, TX 77095
 ENGINEER: _____

VICINITY MAP



SCOPE OF WORK

INSTALL PROPOSED SMALL CELL EQUIPMENT AT IDENTIFIED SMALL CELL NODE LOCATION. RUN POWER FROM EXISTING POWER SERVICE AT EACH NODE LOCATION TO EQUIPMENT. INSTALL FIBER BACKHAUL FROM EXISTING VERIZON WIRELESS MACRO CELL SITE/HEAD-END/CNAN HUB TO PROPOSED SMALL CELL NODE LOCATION.

POWER & TELCO COORDINATION:

- POWER COMPANY: TBD
- MAIN CONTACT NUMBER: TBD
- PWR. CO. ENGINEER: TBD
- ENGINEER CONTACT NUMBER: TBD
- POWER ACCOUNT NUMBER: TBD
- TELEPHONE COMPANY: TBD
- MAIN CONTACT NUMBER: TBD



CALL BEFORE YOU DIG

ISSUED FOR REVIEW



P. MARSHALL & ASSOCIATES

SMALL CELL NODE

INSTALLATION OPTIONS
CPE

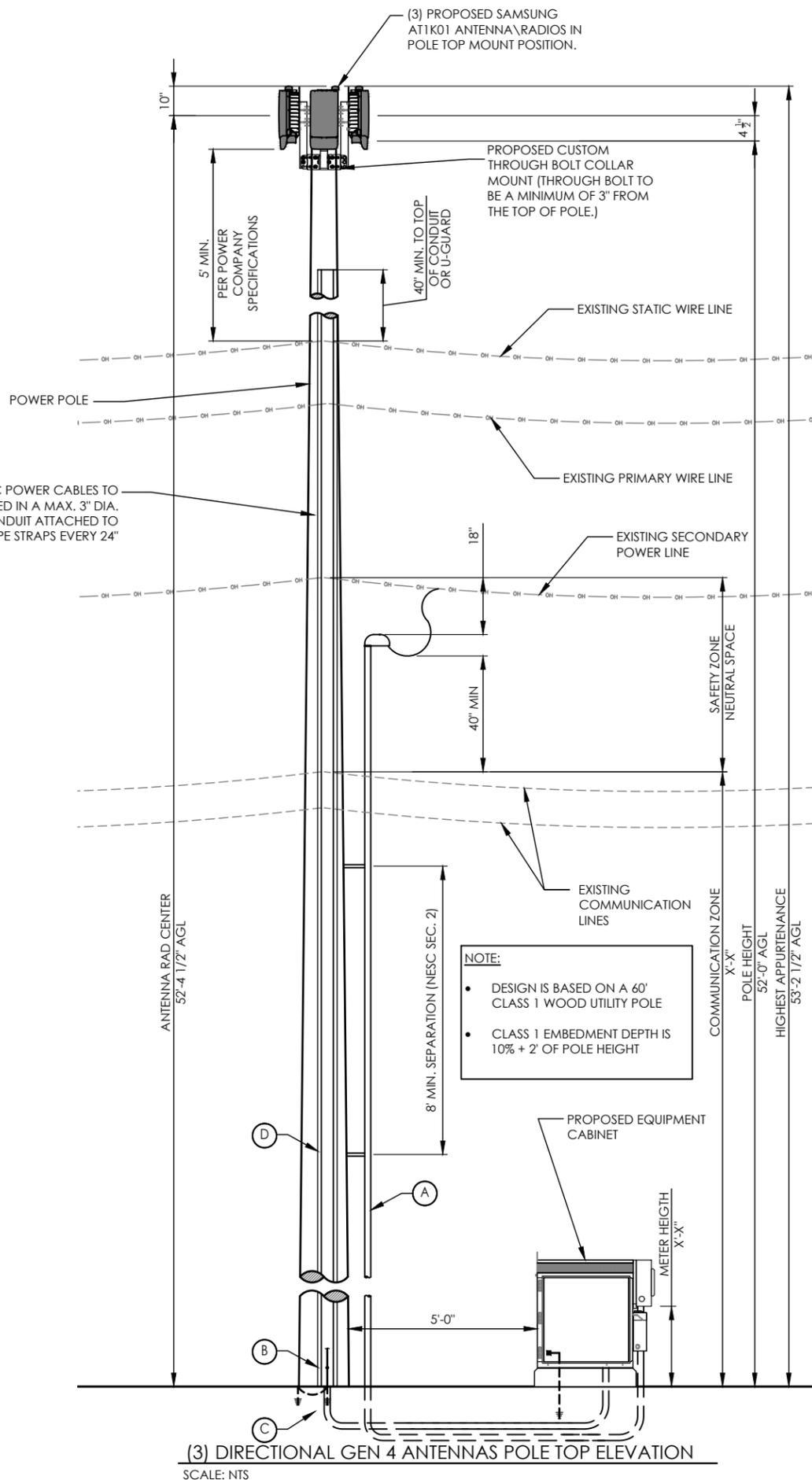
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4	8/8/18	ISSUE FOR REVIEW
5	9/11/18	ANTENNA CHANGE
6	10/24/18	ANTENNA CHANGE
7	10/29/18	DIM. REQUIREMENT CHANGE

DESIGNED: FCP
 DRAWN: FCP
 CHECKED: FCP

JOB #:
 VWT18-SC VZW

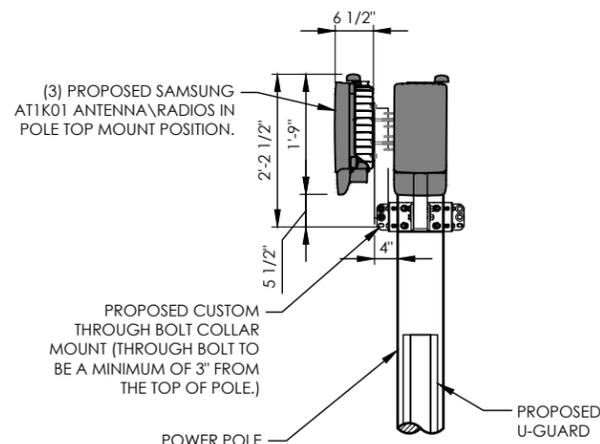
POWER POLE WITH GROUND EQUIPMENT

C-2



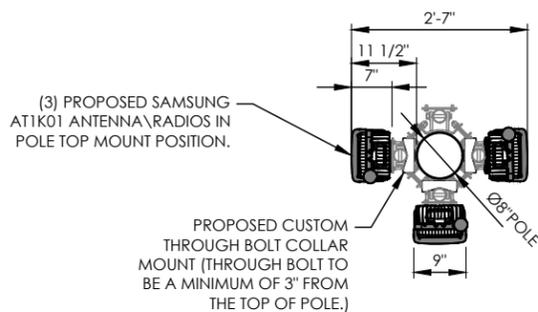
NOTE:

- DESIGN IS BASED ON A 60' CLASS 1 WOOD UTILITY POLE
- CLASS 1 EMBEDMENT DEPTH IS 10% + 2" OF POLE HEIGHT



SIDE ELEVATION (ANTENNA)

SCALE: 3/8" = 1"



PLAN VIEW (ANTENNA)

SCALE: 3/8" = 1"

(3) DIRECTIONAL GEN 4 ANTENNAS POLE TOP ELEVATION

SCALE: NTS

KEY NOTES:

- (A) PROPOSED SUPPLY CONDUCTOR IN MAX 3" SCH. 80 PVC CONDUIT TO METER & DISCONNECT.
- (B) PROPOSED #2 GROUNDING CONDUCTOR FROM POLE TOP TO GROUND ROD. ROUTE IN SHARED U-GUARD OR SCH. 40 PVC CONDUIT. BOND COMMUNICATION GROUNDING CONDUCTOR AND POWER COMPANY POLE GROUND TOGETHER AT BASE OF POLE.
- (C) PROPOSED 3" SCH. 80 PVC CONDUIT FOR FIBER AND DC POWER ROUTE FROM GROUND EQUIPMENT TO ANTENNAS AND RADIOS
- (D) PROPOSED 4" SHARED U-GUARD OR SCH. 40 PVC CONDUIT FOR PROPOSED GROUND WIRES, FIBER, COAX, AND DC POWER CABLES.

INSTALLATION NOTE:

- POLE SELECTED FOR EQUIPMENT INSTALLATION SHALL BE TRUCK ACCESSIBLE AT ALL TIMES.
- COMMUNICATION EQUIPMENT SHALL BE ARRANGED AND MOUNTED TO PROVIDE OTHER UTILITIES CLEAR CLIMBING SPACE TO THEIR EQUIPMENT ON THE POLE, PER NESC 236D
- ALL INSTALLATIONS SHALL COMPLY WITH THE CURRENT PUBLISHED ISSUES OF THE NATIONAL ELECTRICAL SAFETY CODE (NESC), AND POLE ATTACHMENT STANDARDS FOR POLE OWNER.

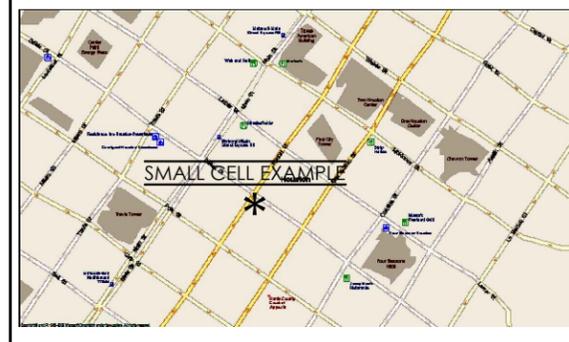
COMPONENT SCHEDULE:

- (3) SAMSUNG GEN 3 RADIO & ANTENNA UNITS
10" w x 25.2" h x 4.7" d
WEIGHT = 37.5 LBS (112.5 LBS TOTAL)
 - (1) THROUGH BOLT COLLAR MOUNT
WEIGHT = 76 LBS
- TOTAL WEIGHT = 188.5 LBS

PROJECT INFORMATION

SITE ADDRESS: _____
 LATITUDE: _____
 LONGITUDE: _____
 ELEVATION: _____ AMSL (NAVD 88)
 JURISDICTION: CITY OF _____ / COUNTY _____
 MACRO SITE: _____
 APPLICANT: VERIZON WIRELESS
 14123 CICERO ROAD
 HOUSTON, TX 77095
 ENGINEER: _____

VICINITY MAP



SCOPE OF WORK

INSTALL PROPOSED SMALL CELL EQUIPMENT AT IDENTIFIED SMALL CELL NODE LOCATION. RUN POWER FROM EXISTING POWER SERVICE AT EACH NODE LOCATION TO EQUIPMENT. INSTALL FIBER BACKHAUL FROM EXISTING VERIZON WIRELESS MACRO CELL SITE/HEAD-END/CNAN HUB TO PROPOSED SMALL CELL NODE LOCATION.

POWER & TELCO COORDINATION:

- POWER COMPANY: TBD
- MAIN CONTACT NUMBER: TBD
- PWR. CO. ENGINEER: TBD
- ENGINEER CONTACT NUMBER: TBD
- POWER ACCOUNT NUMBER: TBD
- TELEPHONE COMPANY: TBD
- MAIN CONTACT NUMBER: TBD



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P. MARSHALL & ASSOCIATES

SMALL CELL NODE

INSTALLATION OPTIONS
CPE

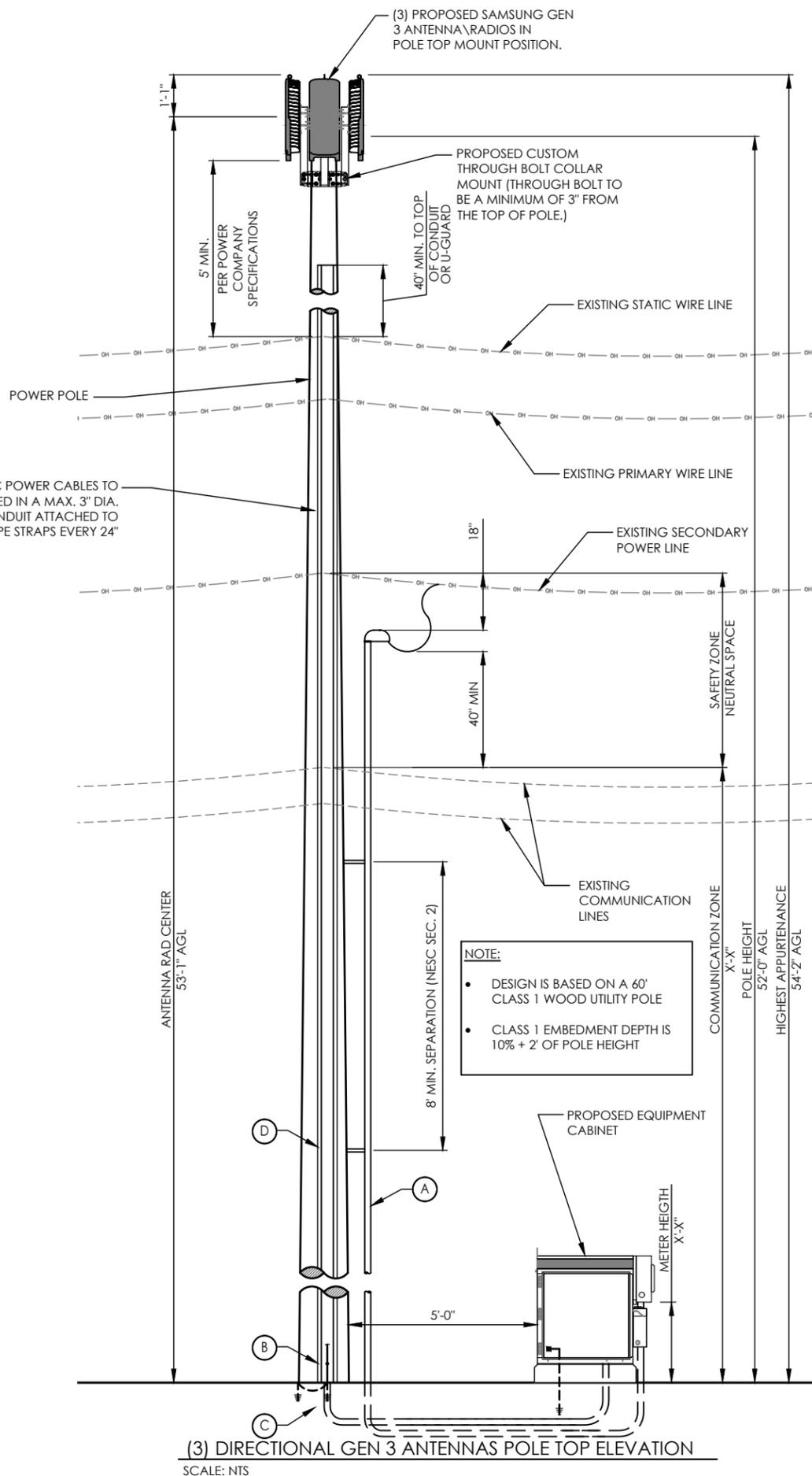
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4	8/8/18	ISSUE FOR REVIEW
5	9/11/18	ANTENNA CHANGE
6	10/24/18	ANTENNA CHANGE
7	10/29/18	DIM. REQUIREMENT CHANGE

DESIGNED: FCP
 DRAWN: FCP
 CHECKED: FCP

JOB #:
 VWT18-SC VZW

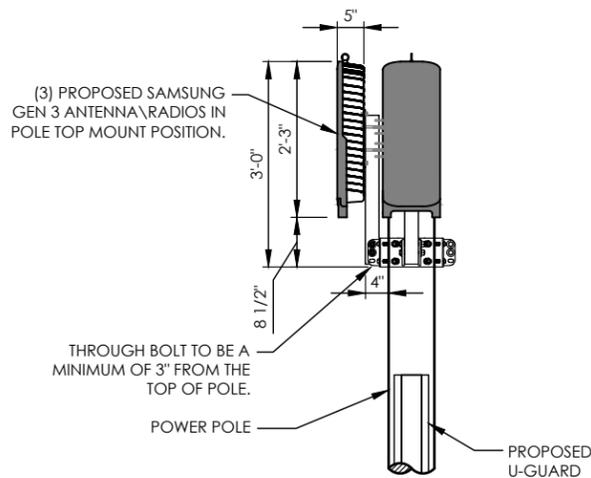
POWER POLE WITH GROUND EQUIPMENT

C-2A



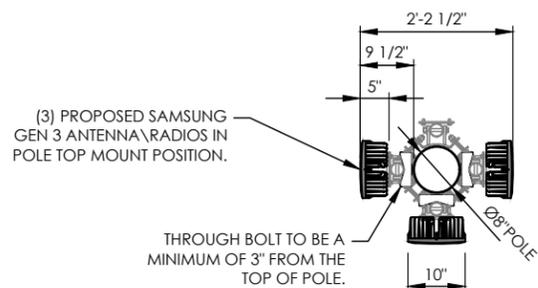
NOTE:

- DESIGN IS BASED ON A 60' CLASS 1 WOOD UTILITY POLE
- CLASS 1 EMBEDMENT DEPTH IS 10% + 2' OF POLE HEIGHT



SIDE ELEVATION (ANTENNA)

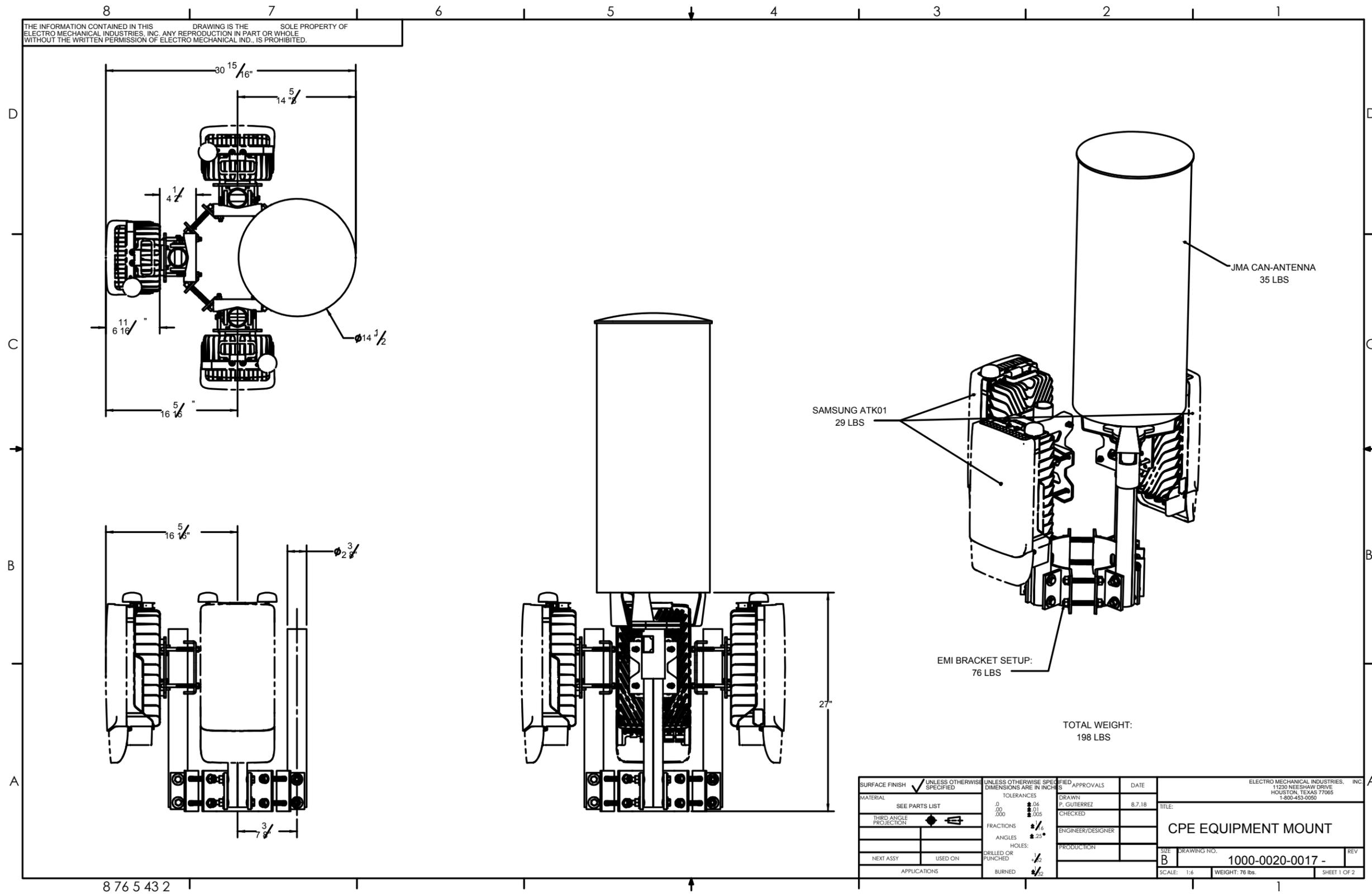
SCALE: 3/8" = 1"



PLAN VIEW (ANTENNA)

SCALE: 3/8" = 1"

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P. MARSHALL & ASSOCIATES

SMALL CELL NODE

INSTALLATION OPTIONS
CPE

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5	9/11/18	ANTENNA CHANGE
6	10/24/18	ANTENNA CHANGE
7	10/29/18	DIM. REQUIREMENT CHANGE

DESIGNED: FCP	JOB #:
DRAWN: FCP	VWT18-SC VZW
CHECKED: FCP	

SURFACE FINISH <input checked="" type="checkbox"/> UNLESS OTHERWISE SPECIFIED		UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES		APPROVALS		DATE	ELECTRO MECHANICAL INDUSTRIES, INC. 11220 NEESHAW DRIVE HOUSTON, TEXAS 77065 1-800-453-0050	
MATERIAL	SEE PARTS LIST	TOLERANCES	.00	.01	DRAWN	8.7.18	TITLE: CPE EQUIPMENT MOUNT	
THIRD ANGLE PROJECTION		FRACTIONS	1/16	1/8	CHECKED		ENGINEER/DISIGNER	
		ANGLES	25°		PRODUCTION		DRAWING NO. 1000-0020-0017 - REV	
NEXT ASSY	USED ON	HOLES:	DRILLED OR PUNCHED	1/16	SCALE: 1:6		WEIGHT: 76 lbs.	SHEET 1 OF 2
APPLICATIONS		BURNED	1/2					

CUSTOM COLLAR MOUNT SPECIFICATIONS

C-3A

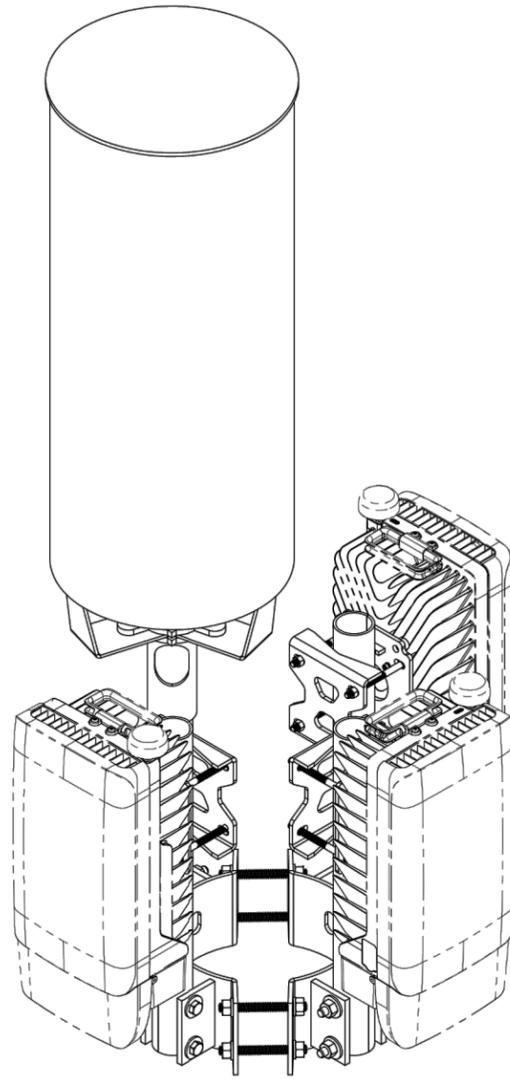
8 7 6 5 4 3 2 1

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P. MARSHALL &
ASSOCIATES

SMALL CELL NODE

INSTALLATION
OPTIONS
CPE

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7	10/29/18	DIM. REQUIREMENT CHANGE

DESIGNED: FCP	JOB #:
DRAWN: FCP	VWT18-SC VZW
CHECKED: FCP	

EMI ELECTRO MECHANICAL INDUSTRIES, INC.
11230 NEESHAW DRIVE
HOUSTON, TEXAS 77065
1-800-453-0050

SIZE: B DRAWING NO: 1000-0020-0017 REV: -
SCALE: 1:4 SHEET 2 OF 2

CUSTOM COLLAR MOUNT SPECIFICATIONS

C-3B

SMALL CELL NODE

INSTALLATION
OPTIONS
CPE

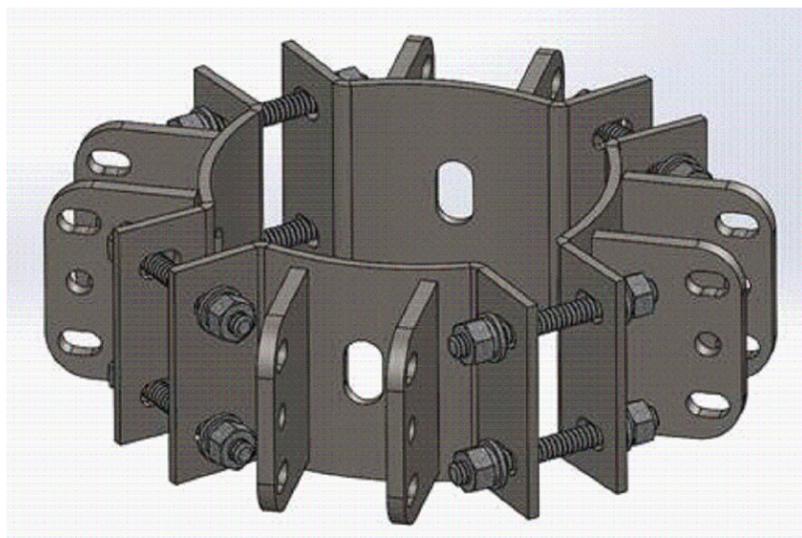
NO.	DATE	DESCRIPTION:
0	7/11/18	ISSUE FOR REVIEW
1	7/16/18	ISSUE FOR REVIEW
2	7/18/18	ISSUE FOR REVIEW
3	7/20/18	ISSUE FOR REVIEW
4	8/8/18	ISSUE FOR REVIEW
5	9/11/18	ANTENNA CHANGE
6	10/24/18	ANTENNA CHANGE
7	10/29/18	DIM. REQUIREMENT CHANGE

DESIGNED: FCP
DRAWN: FCP
CHECKED: FCP

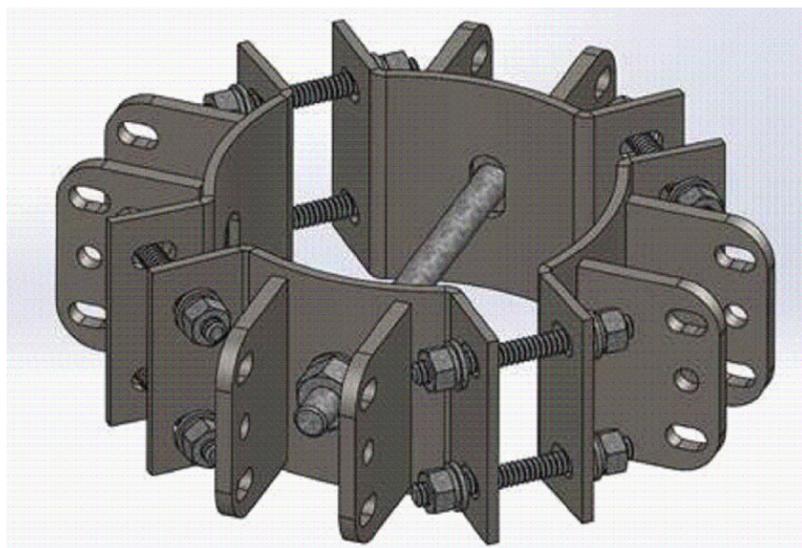
JOB #:
VWT18-SC VZW

**CUSTOM COLLAR
3D VIEWS**

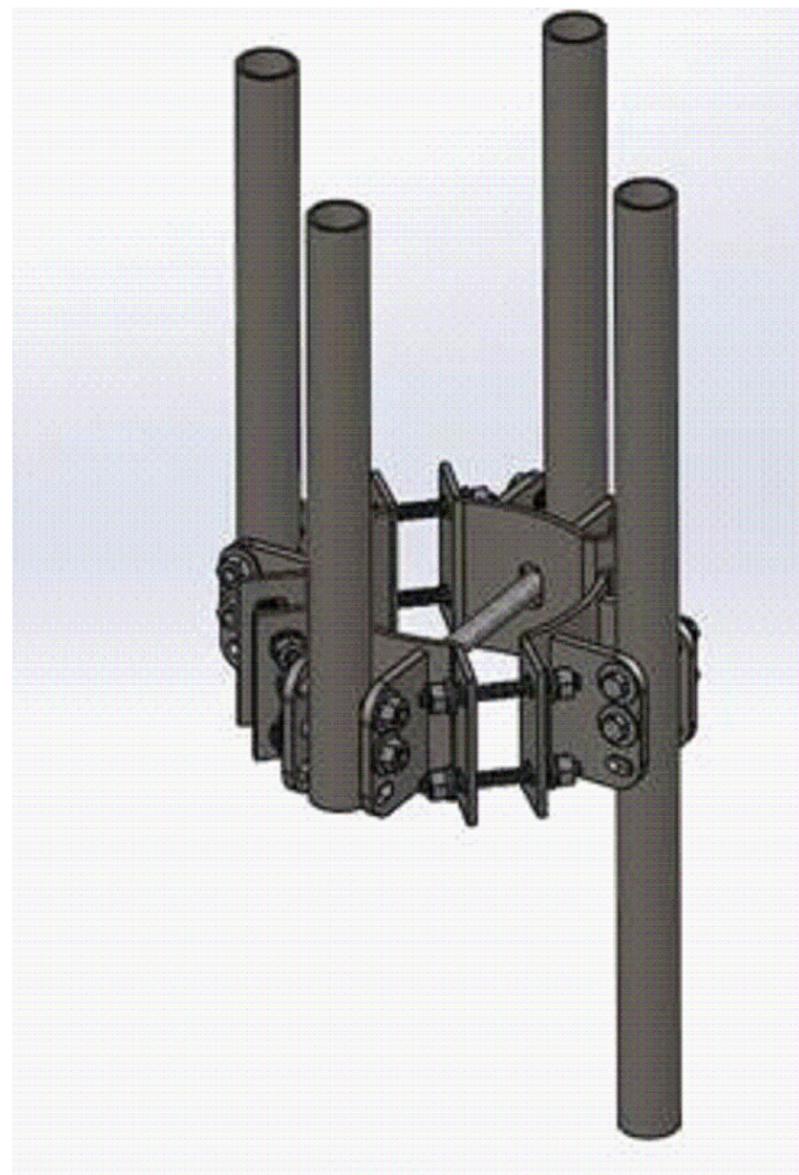
C-3C



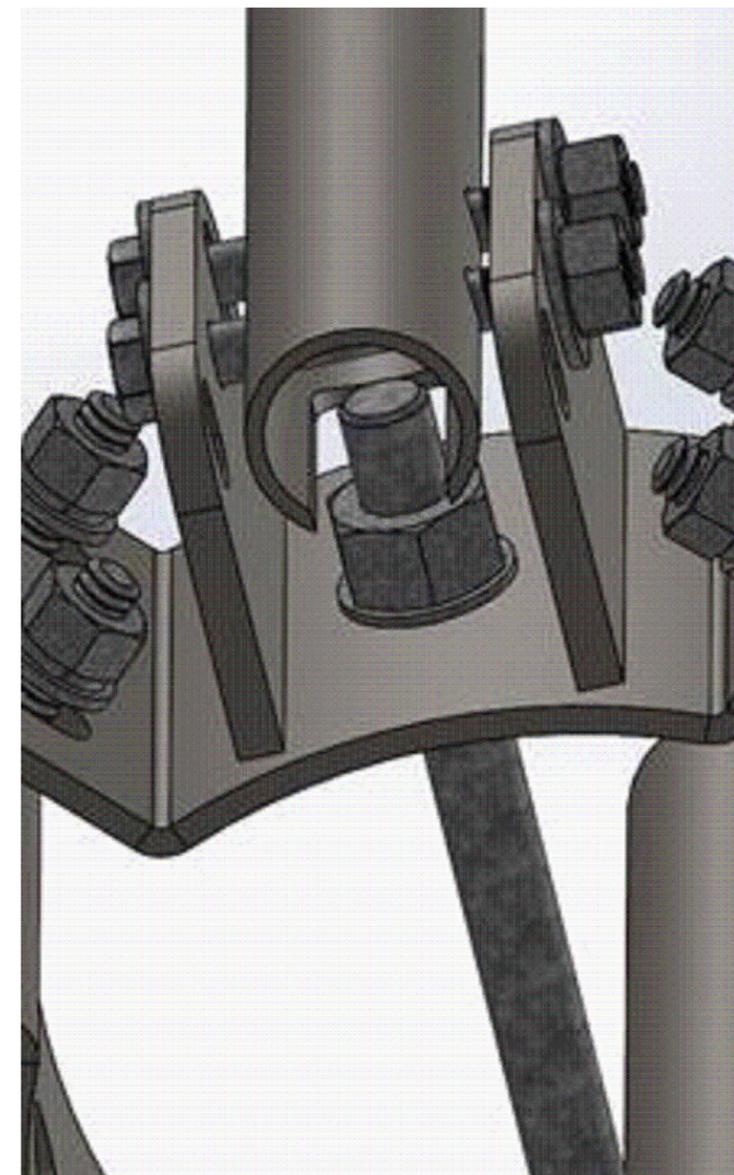
COLLAR MOUNT
NTS



COLLAR MOUNT WITH THROUGH-BOLT
NTS



COLLAR MOUNT WITH MOUNTING HARDWARE
NTS



THROUGH-BOLT AT PIPE MOUNT
NTS

INVOICE

Invoice # 2020-0001

TO:
Verizon Wireless
ATTN: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

CC:
Verizon Wireless
ATTN: Real Estate Manager
14123 Cicero Road
Houston, Texas 77095

Instructions:

Please complete the invoice report form below and attach a list of all network node facilities that corresponds with the number below.
Return a copy of this completed report with your payment. Hilshire Village reserves the right to verify the
ty's Public
Works and Engineering Department.

Network Facilities Annual Invoice Report

1. Number of Nodes located in the Right-of-Way as of _____.	0
2. Right-of-Way Annual fee for calendar year 2020.	\$ 250.00
3. Right-of-Way Annual Amount Due (Line 1 x Line 2)	\$ -
4. Number of transport facilities as of _____ that are subject to Transport facilities fees based on Chapter 284.	0
5. Transport facilities Annual fee for calendar year (\$28.00 per node, per month)	\$ 336.00
6. Transport facilities Annual Amount Due (Line 4 x Line 5)	\$ -
7. Access fees paid by transport provider	\$ -
8. Transport fees due (Line 6-7)	\$ -
9. Total Annual Amount due for use of the right-of-way (Line 3 + Line 8)	\$ -

Make all checks payable to: _____ and return Annual Invoice Report and payment to:

City Name
Address
City, State, Zip

**CITY OF HILSHIRE VILLAGE
REGULAR COUNCIL MEETING @ 6:30 PM
TUESDAY, DECEMBER 15, 2020**

1. CALL TO ORDER REGULAR COUNCIL MEETING: Mayor Herron called the City of Hilshire Village Special Council Meeting to order at 6:32 P.M. via teleconference due to COVID-19 and the need for social distancing.

1.1 Invocation was given by Council Member Carey.

1.2 Pledge of Allegiance

1.3 Present were: Mayor Herron, Council Member Gordy, Council Member Byrne, Council Member Carey, Mayor Pro Tem Maddock, and Council Member Schwarz. Also present was City Attorney Scott bounds, Building Official Taylor, Deputy Building Official DuVall, City Engineer Him, Administrator Blevins and Assistant City Secretary Stephens.

2. CITIZEN'S COMMENTS: None

3. REPORTS TO COUNCIL:

3.1 Police Report: Administrator Blevins said that the Spring Valley Police Department will start issuing warning stickers on vehicles parked on the street overnight. There were no other outstanding items to report.

3.2 Building Official's Report: Building Official DuVall said a couple of new home projects were beginning the permit process.

Administrator Blevins asked for an update on 1210 Ridgeley Drive. Building Official Taylor said there is an existing gazebo on stilts above a drainage ditch, and under the new ordinances is in violation of the side and rear setback areas. He said, however, he has reviewed the language of the non-conforming building and non-conforming use sections of the ordinance with City Attorney Bounds and has determined that the structure, if repaired in its same size and location, should be allowed to stay. Council Member Byrne asked if there is a timeline for repairs considering the dangerous state of it. Building Official Taylor said people should not trespass on any property, but there is no required timeline for the repairs to be made. He also said that no official plans have been submitted yet. Council Member Gordy said it sounds like it is the same situation as other non-conforming structures in the City; as long as they stay within the maintenance and repairs parameters of the ordinance then it should be allowed. Administrator Blevins said the homeowners have expressed interest in repairing and keeping the structure but they have not been given permission yet. City Attorney Bounds agreed with the explanation given by Building Official Taylor and reiterated that the structure can be completely restored as long as it is in the same location and is not enlarged. Council Member Gordy asked if structurally engineered plans should be required. Building Official Taylor said it is expected that they would provide an engineered plan. Mayor Herron said the main residence has been torn down and he was under the understanding that the ordinance stated that all

**CITY OF HILSHIRE VILLAGE
REGULAR COUNCIL MEETING @ 6:30 PM
TUESDAY, DECEMBER 15, 2020**

structures would then need to be brought into conformance. He said in his own subdivision, Hilshire Grove, several of the houses have garages that are now out of compliance. He asked if the only the house is removed then can the garage remain in the same place even though it would be out of compliance? Building Official Taylor said the way the ordinance is written, it appears yes. City Attorney Bounds said it would be a case-by-case basis. He said an attached structure might be treated differently than a detached structure. He said Hilshire Village has a more accommodating non-conforming structure ordinance than other cities. The City Council discussed confusion in ordinances regarding non-conforming use and grandfathering rules.

3.3 Engineers Report: Engineer Him said drainage plans continue to be reviewed and some have been rejected for incomplete information.

He said the concerns expressed in last month's citizen comments regarding the ditch between **8111 Bromley Road** and **1233 Pine Chase Drive** were investigated. He stated that it appears the same person who is hand digging the swales that travel to the driveway and back yard of 1233 Pine Chase appears to have also dug down the center of the ditch. Engineer Him said he does not believe there are drainage issues in that area, but if needed it can be handled in the next city-wide ditch cleaning project.

Engineer Him said the **water line and sanitary sewer services** for the 4 lots on the North side of Glourie have had a preliminary inspection and there were minor corrective comments. He said his assistant, Javier Vasquez, is coordinating the construction. Engineer Him said the trenchless installation of the water service for Lot one (1) is ready for sod.

Engineer Him stated that the City has received three (3) quotes for **the sanitary sewer lateral for 1322 Pine Chase Grove**. He suggested that staff accept the lowest responsible quote. Homeowner Keith Young will be affected the most as the easement runs through his back yard.

Engineer Him said that **CenterPoint** performed street cut work without a permit in front of 1210 Ridgeley Drive. He said they patched that section and it appears to be fine. He said CenterPoint was reminded to make sure they have a permit in the correct city before commencing future work.

Mayor Herron asked about the **AT&T infrastructure** work. Engineer Him said they were going to replace fiber optics on the north side of Bromley but it was too crowded over there so he suggested they move to the south side of the property. Administrator Blevins said they have worked in the area but no permits have been requested or issued within the City.

The Building Official and City Engineer were excused.

**CITY OF HILSHIRE VILLAGE
REGULAR COUNCIL MEETING @ 6:30 PM
TUESDAY, DECEMBER 15, 2020**

4. DISCUSSION AND POSSIBLE ACTION:

4.1 Mayor Pro Tem Maddock made a motion to discuss and possibly approve the City of Hilshire Village Ordinance Number 804-2020 providing for the holding of a General Election on May 1, 2021, for the purpose of electing three (3) Council Members: Position three (3), four (4) and five (5) for a term of two (2) years and providing details relating to the holding of such elections, seconded by Council Member Schwarz.

A vote was taken to approve the motion approving of the City of Hilshire Village Ordinance Number 804-2020 providing for the holding of a General Election on May 1, 2021, for the purpose of electing three (3) Council Members: Position three (3), four (4) and five (5) for a term of two (2) years and providing details relating to the holding of such elections.

The motion passed unanimously.

5. CLOSED EXECUTIVE SESSION: The City Council did not convene into Executive Session.

The City Attorney was excused.

6. REPORTS TO COUNCIL: (Con't)

6.1 Fire Commissioner's Report: Commissioner Byrne said the Fire Chief sent a letter on December 4th about the temporary tent and other items relating to the restoration of the fire station. He said phase one (1) of the remodel is complete and dispatch is up and running. He stated that the temporary structures are being used, including a kitchen, dining area, office trailers for the Captains and two (2) housing trailers. He said there is a large tent which will house the pumper truck and ladder truck. He also stated that there will be a new pumper truck arriving and the old pumper truck has already been sold. The temporary structures will likely be used through August of next year.

Commissioner Byrne stated that the year-to-date response times through November total 48, including 15 fire and 33 EMS calls. He said last month the City had zero (0) fire calls and only four (4) EMS calls.

Commissioner Byrne said the department is currently three (3) percent under budget and he anticipates one (1) percent under budget at year-end.

Commissioner Byrne said there is a Fire Commission meeting scheduled for tomorrow night via teleconference and the public is welcome.

Commissioner Byrne asked for good thoughts for Alternate Fire Commissioner Leiker as he focuses on his health and will be taking short leave from his duties to recover.

**CITY OF HILSHIRE VILLAGE
REGULAR COUNCIL MEETING @ 6:30 PM
TUESDAY, DECEMBER 15, 2020**

Mayor Herron asked if there will be staging by the Fire Department during the holiday shopping in the Memorial area. Commissioner Byrne said he does not know of a specific plan but the Fire Chief will monitor the situation.

6.2 Mayor Herron's Report: Mayor Herron said the end of year letters have been sent out and he thanked Assistant City Secretary Stephens. He said it might be time to send a reminder of the trash schedule as he saw several bags out on the wrong day.

Mayor Herron said as the budget season approaches, Inframark's services and fees should be considered. Council Member Byrne said he is disappointed by Inframark's accounting department and feels that it would be worthwhile to see what other companies are offering and charging. Administrator Blevins said there is a formal process for this and the City Attorney will need to be involved. Council Member Gordy said he is not a fan of the way they bill and process payments; he feels it is aggressive. Administrator Blevins said a lot of those fees are set by City's Fee Ordinance, but any poor attitude on their behalf is unacceptable. Council Member Gordy said Inframark knows where the valves are and how the City functions, and there will be a learning curve for a new company. He said the City Engineer will likely need to be involved so there are additional upfront costs to consider. Council Member Gordy said he would like to hear what Engineer Him's thoughts are. Council Member Carey said he doesn't see a downside to getting a request for proposals other than the engineering costs. Mayor Pro Tem Maddock said the competition may temporarily improve the services from Inframark. Administrator Blevins said Inframark, among other vendors, are due for evaluation. Assistant City Secretary said she is happy with the service and response to service requests from the field technicians; however, she also hears complaints regarding their payment group. Council Member Carey asked how long the City has been using Inframark's services. Administrator Blevins said likely more than 20 years. Council Member Schwarz asked what company services the other Memorial Villages. Administrator Blevins said some of them use Memorial Water Authority and others have in house staff. Administrator Blevins said the water meters are in odd locations and knows that when a new meter reader comes in there have been issues. City Attorney Bounds suggested separating the meter reading from maintenance services as an option.

City Administrator's Report: Administrator Blevins stated that all of the forms and receipts have been submitted for the CARES Act Grant and have been conditionally approved, pending final approval by the audit and Commissioner's Court. Mayor Herron thanked her for her efforts on coordinating these funds. Administrator Blevins said Council previously approved up to \$30,000, but she found additional qualifying items which brought the total to \$30,689.02. She

**CITY OF HILSHIRE VILLAGE
REGULAR COUNCIL MEETING @ 6:30 PM
TUESDAY, DECEMBER 15, 2020**

stated that she received approval from Mayor Herron for the difference of \$689.02.

6.3 Treasurer's Report: Administrator Blevins said she renewed the CDARS for one year (52 weeks) at 0.06 percent interest.

7. CONSENT AGENDA: Mayor Pro Tem Maddock made a motion to approve the Consent Agenda as presented to Council including Disbursements: Summary, Deposits, the Minutes from the Regular Council Meeting, November 17, 2020, and Check Registers for November 2020, seconded by Council Member Byrne.

A vote was taken to approve the motion to approve the Consent Agenda as presented to Council including Disbursements: Summary, Deposits, the Minutes from the Regular Council Meeting, November 17, 2020, and Check Registers for November 2020.

The motion passed unanimously.

8. ADDITIONAL COUNCIL COMMENTS: Council Member Gordy said he has had to change bank accounts multiple times due to mail fraud, and this is happening a lot throughout the Memorial Villages. He said they have been watching their bank account and have seen the same check used for multiple transactions and warned everyone to be vigilant. Mayor Pro Tem Maddock said there has also been an increase in vehicle and home thefts.

9. FUTURE AGENDA TOPICS: Consider seeking request for proposals for various vendors, including the opinion from City Engineer Him.

10. ANNOUNCEMENTS: None

11. ADJOURNMENT: Council Member Byrne made a motion to adjourn the meeting, seconded by Council Member Schwarz.

A vote was taken to approve the motion to adjourn the meeting. The motion passed unanimously.

The meeting was adjourned at 7:49 P.M.

Mayor Herron

ATTEST:

Susan Blevins, City Secretary

CITY OF HILSHIRE VILLAGE
Check Register
 For the Period From Dec 1, 2020 to Dec 31, 2020

Filter Criteria includes: Report order is by Check Number.

Check #	Date	Payee	Cash Account	Amount
8388	12/1/20	Municipal Code Corporati	11114	7,200.00
8389	12/1/20	Waste Corporation of Tex	11114	6,799.59
8390	12/1/20	Villages Mutual Insurance	11114	1,782.13
8391	12/1/20	Village Fire Department	11114	10,031.84
8393	12/1/20	Dell Marketing L.P.	11114	15,583.04
8394	12/2/20	SHI GOVERNMENT SO	11114	1,528.00
8395	12/4/20	Bayou City Air	11114	970.00
8396	12/7/20	Amegy Bank	11114	1,091.92
8397	12/7/20	mess up check	11114	
8398	12/1/20	SHI GOVERNMENT SO	11114	1,383.12
8399	12/14/20	Hudson Energy Services L	11114	481.22
8400	12/14/20	Centerpoint-Energy	11114	25.31
8401	12/14/20	Northwest Pest Patrol	11114	220.00
8402	12/14/20	Cary M. Moran	11114	80.00
8403	12/14/20	Sanchez Landscaping	11114	280.00
8404	12/14/20	A T & T	11114	87.44
8405	12/15/20	Amegy Bank	11114	349.02
8406	12/15/20	Olson & Olson, Attys at L	11114	775.00
8407	12/15/20	BBG Consulting	11114	2,750.00
8408	12/15/20	HDR	11114	5,764.51
8409	12/17/20	Protection One	11114	275.22
8410	12/17/20	Protection One	11114	257.60
8411	12/17/20	Vital Records Control	11114	62.95
8412	12/30/20	A T & T	11114	388.87
ACH 12-01-20	12/1/20	Sprg.Valley GenFund- Pol	11114	43,502.50
ACH 12-15-20	12/15/20	Susan N. Blevins	11114	3,009.13
ACH 12-31-20	12/31/20	Susan N. Blevins	11114	3,009.13
ACH1 12-15-20	12/15/20	Cassandra L. Stephens	11114	1,616.75
ACH1 12-31-20	12/31/20	Cassandra L. Stephens	11114	1,748.09
Total				<u>111,052.38</u>

CITY OF HILSHIRE VILLAGE - UTILITY FUND

Check Register

For the Period From Dec 1, 2020 to Dec 31, 2020

Filter Criteria includes: Report order is by Check Number.

Check #	Date	Payee	Cash Account	Amount
3936	12/1/20	TX Commission on Enviro	11012	828.10
3937	12/1/20	Inframark, LLC	11012	2,000.00
3938	12/14/20	Hudson Energy Services L	11012	24.10
3939	12/14/20	A T & T	11012	262.32
3940	12/14/20	Cityof Houston#7099-300	11012	18,535.71
3941	12/14/20	Inframark, LLC	11012	1,887.33
3942	12/15/20	HDR	11012	5,128.18
3943	12/15/20	Texas Excavation Safety S	11012	17.10
3944	12/15/20	USIC Locating Services	11012	185.40
3945	12/15/20	Inframark, LLC	11012	6,541.82
3946	12/16/20	Certification Plus	11012	110.00
3947	12/30/20	Houston Plumbing Special	11012	21,950.00
Total				<u>57,470.06</u>



Greater Harris County 9-1-1 Emergency Network

January 8, 2021

Subject: Requesting Support of Legislation for the Enhanced Structure of the GHC 9-1-1 System

Dear Mayor Russell Herron,

On behalf of the Board of Managers of the Greater Harris County 9-1-1 Emergency Communication Network (GHC 9-1-1), we respectfully ask for your support of our effort to continue to enhance our 9-1-1 system. Attached is a draft resolution for your city to consider adopting. If you choose to adopt the resolution we encourage you to send it to the members that represent your city in the Texas Legislature and a copy to us. We plan to ask the Texas Legislature to allow GHC 9-1-1's Board of Managers to set the 9-1-1 wireless fee in the same manner as the Board currently sets the wireline fee—as part of the annual budget.

When established in 1983, the mission of GHC 9-1-1 was to implement and administer 9-1-1 emergency service—emergency call delivery—for all cities wholly or partially within Harris County and for the unincorporated area of the county. With the enactment of SB 621 by the 79th Legislature, GHC 9-1-1's territory was expanded to include all of Fort Bend County. Today, GHC 9-1-1 administers service for 49 cities, two counties, and over 150 police, fire, and emergency medical agencies. There are 39 fully equipped 9-1-1 answering points within GHC 9-1-1's service area.

The 9-1-1 system in Texas is funded by emergency service fees assessed on wireline and wireless services. The wireline fee is set locally by the boards of the local 9-1-1 jurisdictions and by the Commission on State Emergency Communications for those areas in the state's system. The wireless fee of \$0.50 was set by the Legislature in 1997 and is one of the nation's lowest fees. Over the past 23 years, it is essential to note that wireline calls have plummeted, and wireless calls account for approximately 90% of the total annual 9-1-1 call volume in Texas.

As telecommunications technology continues to change rapidly, the 9-1-1 communications community constantly is faced with the challenge of keeping up with current advancements to enable users to access 9-1-1 with a fee adopted more than two decades ago. Just as our Board responsibly sets the rate for the fee charged on wireline phones, we believe it is time we should be allowed to do the same for wireless.

As Chairman of the Board of Managers and Executive Director, we stand committed to continue providing the most advanced, state-of-the-art 9-1-1 emergency call network to your constituents in Harris County and we urge you to support our legislative effort. We are available to discuss this issue or any other as it relates to 9-1-1 emergency communication.

Sincerely,

Russell Rau
Chairman

Lavergne Schwender
Executive Director

Resolution in Support of Greater Harris County 9-1-1 Legislation

Whereas, for over 37 years, since its establishment in November 1983, Greater Harris County 9-1-1 Emergency Network’s (GHC 9-1-1) has provided a highly reliable, accurate, technologically advanced and effective 9-1-1 system to the jurisdictions it serves within the counties of Harris and Fort Bend; and,

Whereas, today, GHC 9-1-1 administers service for 49 cities, two counties, and over 150 police, fire, and emergency medical agencies with 39 fully equipped 9-1-1 answering points within GHC 9-1-1’s service area; and,

Whereas, GHC 9-1-1 has maintained, without incurring debt, a high level of service to an expanded service area and population at the same fee level set over 23 years ago and this fee level is no longer sustainable in such a rapidly growing area; and,

Whereas, on behalf of the citizens served, GHC 9-1-1 strives to implement the latest life-saving emergency communications technology commonly known as Next Gen 9-1-1. Next Gen 9-1-1 promises to bring further enhanced capabilities for quick and accurate determination of a caller’s location, more reliability and redundancy across the GHC 9-1-1 territory, and the ability to receive critical emergency event data in multi-media formats, such as text and video to 9-1-1; and

Whereas, GHC 9-1-1 Board of Managers recognizes that the decades old funding mechanism set by the Texas Legislature in 1997 for wireless devices will not fully cover the cost of implementing Next Gen 9-1-1 to meet a high consumer expectation of 9-1-1 capabilities on wireless devices; and

Whereas, it is a major challenge to maintain the current system and keep up with current advancements with a fee level adopted more than two decades ago; and

Whereas, GHC 9-1-1 will seek legislation during the upcoming 87th Session of the Texas Legislature to provide for technology improvements of its system by allowing its Board of Managers to set the 9-1-1 wireless fee in the same manner as the Board currently sets the wireline fee—as part of the annual budget; and

Whereas, GHC 9-1-1 requests the support of its legislative effort allowing for flexibility, local control, and ability to maintain the lowest 9-1-1 fee possible;

Now, therefore, be it resolved by the City of Hilshire Village that this Resolution be adopted in support of the Greater Harris County 9-1-1 Emergency Network’s legislative effort to continue the technological enhancements and operational advancements of the 9-1-1 system to better serve the 9-1-1 emergency needs in Harris and Fort Bend counties, on this the ____ day of _____, 2021.

Mayor Russell Herron

Mayor Pro Tem Paul Maddock

Council Member Robert Byrne

Council Member Andy Carey

Council Member Mike Gordy

Council Member David Schwarz

ATTEST:

City Secretary

RESOLUTION 2021-209

A RESOLUTION OF THE CITY COUNCIL STATING THAT THE COUNCIL HAS REVIEWED THE CITY OF HILSHIRE VILLAGE'S INVESTMENT POLICY AND INVESTMENT STRATEGIES IN ACCORDANCE WITH CHAPTER 2256 OF THE TEXAS GOVERNMENT CODE.

WHEREAS, the City of Hilshire Village (the "Village") is a general law municipality and local government of the State of Texas; and

WHEREAS, the management and control of the Village is vested in its City Council (the "Council"); and

WHEREAS, the City Council has been presented with and has reviewed its Investment Policy and Investment Strategies as required by Chapter 2256 of the Texas Government Code (the "Public Funds Investment Act");

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HILSHIRE VILLAGE, TEXAS, that:

Section 1. That the recitals to these resolutions are hereby approved by the City Council and incorporated into this resolution.

Section 2. That the City Council has reviewed, and hereby authorizes and confirms the adoption and amendment of the Authority's Investment Policy, attached hereto as Exhibit "A", in which the amendments are shown by red-line.

PASSED AND ADOPTED this 19th day of January, 2021.

Russell Herron, Mayor

ATTEST:

Susan Blevins, City Secretary





SECTION 8-14 Policy Book

CITY OF HILSHIRE VILLAGE
INVESTMENT POLICY AND STRATEGIES FOR PUBLIC FUNDS
(Approved by Council on)

- I. **SCOPE:** The purpose of this investment policy is to set regulations and other policies concerning the investment of City of Hilshire Village public funds. See Texas Government Code Chapters 2256 and 2257.

- II. **OBJECTIVE:** The primary objectives, in priority order, of investment activities shall be:
 1. **Safety:** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
 - A. **Credit Risk:** Credit risk is a loss due to the failure of the security issuer or backer. Credit risk shall be mitigated by:
 - Limiting investments to U.S. Government and U.S. Government Agency securities insured by FSCIC or FDIC.
 - The entire portfolio should be so diversified so that potential losses on individual securities will be minimized.

 - B. **Interest Rate Risk:** Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk should be mitigated by:
 - The investment portfolio should be secured so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
 - Investments also should be primarily in shorter-term securities not to exceed two years in term.

2. **Liquidity:** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist of securities with active markets.
3. **Yield:** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on the investment is of least importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

Securities shall not be sold prior to maturity with the following exceptions:

- 1) *a security swap would improve the yield, or target duration in the portfolio; or*
- 2) *liquidity needs of the portfolio require that the security be sold.*

III. INVESTMENT OFFICER; STANDARDS OF CARE

1. **Prudence:** The standard of prudence to be used by investment officials shall be the “prudent person” and shall be applied in the context of managing an overall portfolio. Officers acting in accordance with City ordinances and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investments, considering the probable safety of their capital as well as probable income to be derived.

2. **Ethics and Conflicts of Interest:** Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions in which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity.
3. **Delegation of Authority:** Authority to manage the investment program is granted to the City Treasurer and/or appointee, who shall set and carry out established

written procedures and internal controls for the operation of the investment program consistent with the investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking service contracts. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established. The City Treasurer and/or appointee, shall be responsible for all transactions undertaken and shall establish a system of controls to regulate and monitor the investments and should report to the City Council and Mayor as requested.

4. ***Training.*** The investment officers of the City shall attend at least ten (10) hours training session relative to the investment officer's responsibilities within twelve months of taking office or assuming duties as an investment officer, and attend and receive not less than ten (10) hours of instruction in every two-year period that begins on the first day of the City's fiscal year after that date.
5. ***Certifications from Sellers of Investments.*** The investment officer shall present this policy to any business organization offering to enter into an investment transaction with the City and obtain from such business organization a policy certificate in form acceptable to the City; provided, however, that no certificate is required from a business organization that the City has not employed to use discretionary investment authority. Provided, further, an investment pool used by the City shall provide to the City the pool's policy regarding holding deposits in cash.

IV. SAFEKEEPING AND CUSTODY:

1. ***Authorized Financial Dealer and Institution:*** Financial institutions authorized to provide investment services must be appointed by the City and have a minimum capital requirement of \$10,000,000 and at least five years of operation and must be registered with the Securities and Exchange Commission and be insured by the Security Investors Protection Corporation.

All financial institutions and brokers/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

- audited financial statements.
- proof of National Association of Securities Dealers (NASD) certification
- proof of state registration.
- completed broker/dealer questionnaire.
- certification of having read the City of Hilshire Villages' Investment policy.

An annual review of the financial condition and registration of qualified bidders will be conducted by the City Treasurer and/or appointee.

2. **Internal Controls:** The City Treasurer and/or appointee is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City of Hilshire Village are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of the control should not exceed the benefits likely to be derived; and (2) the valuation of the cost and benefits require estimates and judgments by management.

Accordingly, the City Treasurer and/or appointee shall establish a process for annual independent review by an external auditor in conjunction with the City's year-end audit to assure compliance with policies and procedures. The internal controls should address the following points:

- A. **Control of Collusion:** Collusion is a situation where two employees are working in conjunction to defraud their employer.
 - B. **Custodial safekeeping:** Securities purchased from any bank or dealer including appropriate collateral (as defined by State Law) shall be placed with an independent third party for custodial safekeeping.
 - C. **Avoidance of physical delivery securities:** Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
 - D. **Written confirmation or telephone transactions for investments and wire transfers:** Due to the potential for error and improprieties arising from telephone transactions, all telephone transaction should be supported by written communications and approved by the City Treasurer and/or appointee. Written communications may be via fax if on letterhead and the safekeeping institution has a list of authorized signatures. The City Secretary and/or appointee should receive a copy of all confirms and statements.
 - E. **Development of a wire transfer agreement with the lead bank or third-party custodian:** This agreement should outline the various controls, security provisions and delineate responsibilities of each party making and receiving wire transfers.
3. **Delivery vs. Payment:** All trades where applicable will be executed by Delivery vs. Payment (DVP). This ensures that securities are deposited in the eligible financial institution prior to the release of funds. Securities will be held by a third-party custodian as evidenced by safekeeping receipts.

V. SUITABLE AND AUTHORIZED INVESTMENTS

1. **Investment Types:** The following investments will be permitted by this policy and are those defined by State Law where applicable:

- A. U.S. Government obligations, U.S. Government Agency obligations and U.S. Government instrumentality obligations.
- B. Repurchase agreements.
- C. Certificates of Deposit (backed by full FDIC).
- D. Savings and loan association deposits (backed by FSLIC).
- E. Money market mutual funds regulated by Securities and Exchange Commission and whose portfolios consist only of Government securities.
- F. Statewide investment pools.

The use of Derivatives is prohibited.

- 2. **Collateralization:** Full collateralization will be required on two types of investments: certificates and repurchase agreements.
- 3. **Solicitation of Bids for Certificates of Deposit.** Bids for certificates of deposit may be solicited orally, in writing, electronically, or in any combination of these methods.

VI. INVESTMENT PARAMETERS

- 1. **Diversification:** The investments will be diversified by security type and institution.
- 2. **Maximum Maturities:** All maturities should be limited to maturities of two years unless specific authority is given to exceed.

VII. REPORTING

- 1. **Methods:** The City Treasurer and/or appointee shall prepare an investment report at least quarterly, including a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow the entity to ascertain whether investment activities during the reporting period have conformed to investment policy.

The report should be provided to the Mayor and City Council. The report shall include the following:

- A. A listing of individual securities held at the end of the reporting period.
- B. Unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity.
- C. Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks.
- D. Listing of investment by maturity date.
- E. The percentage of the total portfolio which each type of investment represents.

2. **Performance Standards:** The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. Portfolio performance should be compared to appropriate benchmarks on a regular basis.

3. **Marking to Market:** A statement of the market value of the portfolio shall be issued at least quarterly. This will ensure that the minimal amount of review has been performed on the investment portfolio in terms of value and subsequent price volatility.

VIII. POLICY: This policy shall be reviewed on an annual basis. Any changes must be approved by the City Council of Hilshire Village.

Russell Herron, Mayor

ATTEST:

Susan Blevins, City Secretary

GENERAL TERMS

1. **Rental/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to rent and/or license, and Customer agrees to rent and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement during the Rental Term as defined in Section 10 below. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The rental payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. Title to the ES&S Equipment and ES&S Software shall, at all times, remain with ES&S. The consideration for ES&S' grant of the license during the Rental Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and related Documentation in the Jurisdiction during the Rental Term. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction during the Rental Term.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue during the Rental Term. ES&S may terminate either license if Customer fails to pay the rental fees when due, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon the expiration of the Rental Term, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S. Customer shall not use the ES&S Equipment for any purpose other than those for which it was designed and shall not, without the prior written consent of ES&S, alter the ES&S Equipment or affix to or install on the ES&S Equipment any accessory, equipment or device which was not supplied to it by ES&S. Customer shall not move the ES&S Equipment from the place where it was originally installed, unless such ES&S Equipment is to be used at various polling places throughout the Jurisdiction, without ES&S' prior written consent. Customer shall make the ES&S Equipment and any records pertaining thereto available to ES&S during regular business hours for inspection. Customer will not, without the prior written consent of ES&S and subject to such conditions as ES&S may impose for its protection, affix any item of ES&S Equipment to any real property if, as a result thereof, such item of ES&S Equipment will become a fixture under applicable state law.

6. **Installation.** The front side of this Agreement specifies the items of ES&S Equipment or ES&S Software, if any, which ES&S' employees, agents or authorized representatives ("Representatives") will install at Customer's designated site. Customer shall pay ES&S a fee for such installation services, as set forth on the front side of this Agreement. Customer will provide, at its own expense, a site adequate in space and design for installation and operation of the ES&S Equipment and ES&S Software. Customer shall be responsible for providing a site that is temperature and humidity controlled, has all necessary electric current outlets, circuits, and wiring for the ES&S Equipment and ES&S Software, and has electric current of sufficient quality and quantity to operate the ES&S Equipment and ES&S Software. ES&S may, but shall not be required to, inspect the site and advise on its acceptability before any ES&S Equipment or ES&S Software is installed. Customer shall be responsible for installing all items of equipment or software not installed by ES&S, in accordance with the instructions furnished in the Documentation. ES&S shall have no liability for actual site preparation or for any costs, damages or claims arising out of the installation of any ES&S Equipment or ES&S Software by Customer.

7. **Warranty.**

a. **ES&S Equipment/ES&S Software.** ES&S warrants that during the Rental Term (the "Warranty Period"), it will repair or replace, at Customer's designated location or at ES&S' designated location, as determined by ES&S in its sole discretion, any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (I) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect, (II) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism,

neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.

b. **System.** ES&S warrants that the ES&S Equipment and ES&S Software will operate in conjunction with the third party items during the Warranty Period, provided that the third party items are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, ES&S will repair or replace the item of ES&S Equipment or ES&S Software that is causing such breach to occur. Customer acknowledges that ES&S has merely purchased the third party items for resale or rental to Customer, and that the proprietary and intellectual property rights to the third party items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the rental payments to ES&S for the third party items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the third party items which are provided to ES&S.

c. **Exclusive Remedies/Disclaimer. IN THE EVENT OF A BREACH OF SUBSECTION 7(a) OR 7(b), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.**

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. **Rental Term.** The period during which Customer shall rent the ES&S Equipment and license the ES&S Software from ES&S shall be in effect from **March 15, 2021 through May 31, 2021**, unless earlier terminated pursuant to this Agreement (the "Rental Term").

11. **Termination.** The Rental Term shall terminate upon the first to occur of the following (i) a breach of any material provision herein which has not been cured by the breaching party within thirty (30) days after it receives written notice of the breach from the non-breaching party (except a breach as provided in (iii) below which will require no notice); (ii) either party's providing thirty (30) days' prior written notice to the other party hereto of its desire to terminate the Rental Term; or (iii) Customer's failure to make any rental payment due hereunder within sixty (60) days after it is due. In the event of a termination by the Customer in accordance with Section 11(ii) above, Customer hereby agrees to promptly pay ES&S for all costs incurred and deliverables provided by ES&S through the effective date of such termination, including, but not limited to, any equipment and software delivered, shipping costs incurred, and services performed. No later than ten (10) calendar days following the termination of the Rental Term, Customer shall release the ES&S Equipment and ES&S Software to ES&S at its own expense and in the same operation, order, repair, condition and appearance as when received, subject to normal wear and tear. In the event Customer fails to release the ES&S Equipment and ES&S Software to ES&S no later than ten (10) calendar days following the termination or expiration of the Rental Term, Customer shall pay to ES&S a late return charge in the amount of \$500.00 per calendar day until the ES&S Equipment and ES&S Software is returned to ES&S in accordance herewith.

12. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

13. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

14. **Export.** Customer acknowledges that the laws and regulations of the United States may restrict the export of certain commodities and technical data of United States origin, including the Software, in any medium. Customer agrees that it shall not export the Software or the Documentation in any form without the appropriate United States and foreign government licenses.

15. **Certification.** By execution of this Agreement, ES&S represents and warrants that:

a) In accordance with Texas Government Code § 2270, ES&S does not boycott Israel currently and will not boycott Israel during the Rental Term of this Agreement; and

b) In accordance with Texas Government Code § 2252, that, at the time of the execution of this Agreement and for the duration of the Rental Term of this Agreement and any renewal terms, ES&S is not entered on the list prepared pursuant to Section 2252.152 of the Texas Government Code by the Texas State Comptroller of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

16. **Entire Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(c), 8-11, 12(b), 13, 14 and 16 of these General Terms shall survive the termination of this Agreement, to the extent applicable.