



# Regular Council Meeting Agenda

Tuesday, February 16, 2021 at 6:30 PM  
8301 Westview Drive, Houston, Texas 77055

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**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.**

Topic: City of Hilshire Village Regular City Council Meeting

Time: Feb 16, 2021 06:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/98315794521?pwd=b0ZPMG1WVfV0VWFVOW9ONWRzcHNpZz09>

Meeting ID: 983 1579 4521

Passcode: 821165

One tap mobile

+13462487799,,98315794521# US (Houston)

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](mailto: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. Pledge of Allegiance
- 1.B. Invocation (Council Member Maddock)
- 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 January  
Up to date Incident Report for February

- 3.B.** Building Official's Report

- 3.C.** Engineer's Report

1306 Bridle Spur Lane  
1317 Bridle Spur Lane  
1331 Friarcreek Lane  
1114 Glourie Drive  
1301 Glourie Drive  
1326 Glourie Drive (Lot 4)  
1330 Glourie Drive (Lot 3)  
24 Hickory Shadows Drive  
8201 Mallie Court  
8209 Mallie Court  
1101 Ridgeley Drive  
Verizon Small Cell Nodes & MCImetro Conduit Plans and Permits  
TCEQ MS4 Permit and Annual Report Update

## 4. **DISCUSSION AND POSSIBLE ACTION**

- 4.A.** Discussion and Possible Approval of Resolution Number 2021-211 authorizing the Mayor to execute, and the City Secretary to attest respectively, a Concealed Network Node Deployment Agreement with GTE Mobilnet of South Texas, Ip d/b/a Verizon Wireless for the installation of certain network nodes and related equipment subject to the city's Right-of-Way Management Ordinance.

[4.B.](#) Discussion and Possible Approval of the City of Hilshire Village Ordinance 806-2021 regarding Right of Way Fees

[4.C.](#) Discussion and Possible Approval of the City of Hilshire Village Ordinance 805-2021 approving Budget Amendment # 1 for FYE 2020

[4.D.](#) Discussion and Possible Approval of an Alternate Board of Adjustment Member

**5. CLOSED EXECUTIVE SESSION**

**6. DISCUSSION**

**7. REPORTS TO COUNCIL**

[7.A.](#) Zoning Committee Report:  
Planning and Zoning Committee's recommendations for changes to the Habitability Ordinance

[7.B.](#) Fire Commissioner's Report (Commissioner Byrne)

[7.C.](#) Mayor Herron's Report

[7.D.](#) City Administrator's Report:  
Complaint & Issues Report (document provided)  
Audit  
Election

[7.E.](#) Treasurer's Report

**8. CONSENT AGENDA**

[8.A.](#) Disbursements

[8.B.](#) Minutes from the Regular Council Meeting, January 19, 2021

[8.C.](#) Check Register for January 2021

[8.D.](#) FYE 2021 1st Quarter Investment Report

**9. ADDITIONAL COUNCIL COMMENTS**

**10. FUTURE AGENDA TOPICS**

Sidewalk on Wirt Road

**11. ANNOUNCEMENTS**

**12. 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 February 12, 2021 at 3:00 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

01\01\2021  
thru 01\31\2021  
Zone is: HILSHIRE VILLAGE

Type	Description	# Of Calls
22	ALARM	1
23	AMBULANCE CALL	10
43	ASSIST OUTSIDE AGENCY	1
135	BUSINESS CHECK	27
56	DISTURBANCE	1
70	INFORMATION	5
71	INVESTIGATION	2
76	LOUD NOISE	2
81	OPEN DOOR	4
86	PUBLIC RELATIONS	121
96	SOLICITOR	4
99	STALLED VEHICLE	1
103	SUSPICIOUS ACTIVITY	1
104	SUSPICIOUS PERSON	3
105	SUSPICIOUS VEHICLE	4
11	TRAFFIC STOP	11
111	VEHICLE BLOCKING ROADWAY	3
112	VEHICLE CHECK	9
117	WELFARE CONCERN	1
	<b>Total</b>	<b>211</b>

**January 2020**  
**MONTHLY BUILDING REPORT SUMMARY**

**Plan Review:** None

**Permits:** Eleven (11):

Demolition:	
Remodel / Add-On:	
New Construction:	
Accessory Building:	
Electrical:	2
HVAC:	1
Plumbing:	3
Fire Sprinklers:	
30-Day Dumpster:	

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

**Inspections:** Eleven (11)

**Red Tag Stop Work Orders Issued:** None

**Building Finals / Certificates of Occupancy:** None

**Change of Occupancy Use:** None

**Extended Permit Request:** None

**CITY OF HILSHIRE VILLAGE PLAN REVIEW AND PERMIT LOG - January 2021**

<b>Date</b>	<b>Permit Number</b>	<b>Address</b>	<b>Issued To</b>	<b>Amount Received</b>	<b>Description / Scope</b>	<b>No of insp</b>
Tue 1/5/21	HV-20-107D	1331 Friarcreek Ln	Oden Design & Contracting	\$ 240.00	Drainage for Patio	2
Wed 1/6/21	HV-20-108E	1315 Bridle Spur	Clancy Kelly (Homeowner)	\$ 170.00	Electrical Panel Replacement	1
Fri 1/8/21	HV-20-107T	1331 Friarcreek Ln	Oden Design & Contracting	\$ 25.00	Dying Tree Removal	0
Fri 1/15/21	HV-21-001T	Lot 2 Glourie Drive	On Point Tree Service	\$ 25.00	Tree Removal Pre-Construction	1
Wed 1/20/21	HV-21-002D	1301 Glourie Dr	Metropolitan Custom Homes	\$ 240.00	Drainage Improvements	2
Thu 1/21/21	HV-20-059M	1330 Glourie Dr	Optimal Air Solutions	\$ 405.00	HVAC New Construction	3
Wed 1/27/21	HV-21-003P	1322 Pine Chase	Britton Waterworks Plumbing	\$ 180.00	Water Heater Replacement	1
Thu 1/28/21	HV-21-004F	1119 Glourie Dr	Berger Home Services	\$ 175.00	Fence Replacement	1
Thu 1/28/21	HV-21-005P	8006 Anadell	The Repipe Company	\$ 180.00	Repipe	1
Thu 1/28/21	HV-20-007SPE	1220 Archley	CUSTOM ELECTRIC DESIGN INC.	\$ 205.00	Pool- Electric	2
Fri 1/29/21	HV-21-006P	1327 Friarcreek	Haveman Plumbing	\$ 180.00	Water Heater Replacement	1

### INSPECTION LOG - January 2021

LOG NO.	ADDRESS	PERMIT NO.	TYPE OF REQUEST	P OR F	DATE	INSPECTOR
21-001	1330 Glourie Dr	HV-20-059B	Nail Pattern	Pass	1/5/2021	BBG
21-002	7906 N Villa Ct	HV-20-034P	Shower Pan	Pass	1/6/2021	BBG
21-003	24 Hickory Shadows	HV-20-028D	Drainage	Pass	1/8/2021	Javier Vasquez
21-004	1315 Bridle Spur	HV-10-108E	Electrical Meter Release	Pass	1/6/2021	BBG
21-005	8005 Anadell St	N/A	Tree Consultation	N/A	1/26/2021	Cary Moran
21-006	1220 Archley	HV-20-007P	Swimming Pool Gas Underground, Gas Test/GTO	Pass	1/25/2021	BBG
21-007	1330 Glourie Dr	HV-20-059P	Plumbing Top-Out	Cancelled	1/25/2021	BBG
21-008	1330 Glourie Dr	HV-20-059M	Mechanical Cover	Pass	1/27/2021	BBG
21-009	1322 Pine Chase	HV-21-003P	Water Heater	Pass	1/29/2021	BBG
21-010	1220 Archley	HV-19-080B	2 hood vents	Pass	1/29/2021	BBG
21-011	1330 Glourie Dr	HV-20-059P	Plumbing top out	Pass	1/29/2021	BBG

Job site maintenance January 2021		
Project	Address	Result
Remodel - Kitchen	1023 Ridgeley Dr	No violations observed
new home(not started yet)	1326 (check address) Glourie Dr	No work
Accessory Bldg Remodel	1111 Guinea Dr	No violations noted
new home	1210 Ridgley	No changes from last week No change - no construction started String lines have been ran no other changes
New Construction	1220 Archley Dr	No violations noted. Project clean nearing completion next couple weeks Dumpster full - plastic is in yard but contractor promised to clean it up
Remodel	8302 Creekstone Cir	No violations noted Project complete minus sod Same condition
New Construction	1306 Bridle Spur St	No violations noted Fully sodded exterior looks good
New Home	1330 Glourie Dr	Dumpster full and debris needs to be cleaned up No violations noted
No construction yet, watch grass length	1306 Glourie Dr	Lot has been cleaned up and grass cut some nce last visit Lot clean grass below 6" No violations
No construction yet, watch grass length	1226 Glourie Dr	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.  Same as last week - grass low no working going on debris pile on driveway
Interior Remodel	14 Hilshire Grove Ln	No violations noted
New Construction	7906 N Villa	no violations noted Painters working buckets everywhere no other violations found Dumpster full and blown trash on ground



February 12, 2021

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

Re: Engineer's Report for February 16, 2021 Council Meeting  
HDR Job No. 10281855

Dear Mayor and Council Members:

HDR Engineering, Inc. (HDR) is pleased to submit this report on engineering related issues from January 16, 2021 to February 12, 2021.

1. On-Going Services (10281855):

a. 1306 Bridle Spur Lane –

- On February 9, 2021, HDR coordinated with the City and Ms. Myriam Martinez (Contractor) regarding the as-built drainage plan and as-built impervious coverage submittal requirements for 1306 Bridle Spur.

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 artificial turf installation instead of initially proposed putting green) at 1317 Bridle Spur Lane.

c. 1331 Friarcreek Lane –

- HDR has been coordinating with the City and the Contractor (Mr. Brian Weatherall – Oden Design & Contracting) on the as-built submittal and final inspection requirements for the proposed patio and deck improvements at 1331 Friarcreek 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

- d. 1114 Glourie Drive –
- HDR has been coordinating with the City and Mr. Daniel Slate (Contractor – Water’s Edge) regarding the as-built drainage plan requirements for 1114 Glourie Drive.
  - HDR is currently reviewing the as-built drainage plan.
- e. 1301 Glourie Drive –
- On January 19, 2021, HDR reviewed and returned to the City the amendment to the proposed secondary drainage improvements plans at 1301 Glourie Drive. The drainage plan amendment was approved with exceptions noted.
  - On January 28, 2021, HDR performed a drainage cover inspection at 1301 Glourie Drive. No major issues were identified, therefore it passed inspection.
  - HDR is currently reviewing the as-built drainage plan.
- f. 1326 Glourie Drive (Lot 4) –
- On January 15, 2021, HDR reviewed and returned to the City and Mr. Mike Qaddumi (Drainage Engineer – Interfield Engineering) the Drainage Plan for 1326 Glourie Drive (Lot 4). The drainage plan is incomplete (i.e. missing existing conditions survey, proposed finished grade elevations, building setbacks, impervious coverage calculations, etc.) therefore, it must be revised and resubmitted.
- g. 1330 Glourie Drive (Lot 3) –
- HDR is currently coordinating with Mr. Scott Magnuson (Contractor – studioMET architects) regarding the sewer service tap for 1330 Glourie Drive (Lot 3).
  - The new sewer service to the lot is approximately 4-ft below ground; however, the private plumbing appears to be slightly deeper. The Contractor appears to be using a steeper slope than necessary, therefore, HDR has asked the Contractor to verify their grades and will request that it be adjusted to meet the existing sewer service depth.

h. 24 Hickory Shadows Drive –

- On February 3, 2021, HDR performed the As-Built Pool Drainage Plan inspection at 24 Hickory Shadows Drive. No issues were identified, therefore, it passed inspection.
- HDR is currently reviewing the as-built pool drainage plan.

i. 8201 Mallie Court –

- On February 9, 2021, HDR coordinated with Mr. Erik Silvey (Contractor – Erosion Control Systems, Inc. regarding the proposed replacement of the existing bag retaining wall along the east side of the ravine traversing 8201 Mallie Court.
- The area in question is within the ravine but outside the City’s 40-ft wide drainage easement. The improvements are not within the 150-ft wide Harris County Flood Control District (HCFCD) drainage easement along Spring Branch Creek.
- HDR provided Mr. Silvey information on the City’s drainage and impervious coverage requirements, and informed him that no improvements (i.e. structures, trees, etc. that may impact storm flow) will be allowed within the City’s drainage easement).
- Furthermore, an existing conditions survey prepared by a Registered Professional Land Surveyor in the State of Texas, as well as, plans for the proposed retaining wall shall be prepared by a Licensed Professional Engineer in the State of Texas and submitted to the City for review and approval.
- City inspections will be required once the retaining wall layout is established and after the construction has been completed.

j. 8209 Mallie Court –

- On February 3, 2021, HDR met with Mr. Mike Appling (Property Owner) to discuss the proposed erosion control improvements at 8209 Mallie Court. The proposed improvements include planting trees and setting Quickcrete bags along the top of bank to mitigate erosion issues experienced in the backyard.
- HDR informed Mr. Appling that a portion of the 150-ft wide HCFCD drainage easement along Spring Branch Creek, as well as, CenterPoint Energy easements are located on the back of his property, therefore,

coordination with these entities will be required to determine the permissibility of these proposed improvements.

- A survey will be required to delineate the area of the proposed improvements and determine the impact it may have on these entities. HDR advised Mr. Appling to contact HCFC and CenterPoint Energy to discuss the proposed erosion control improvements and determine if there are any objections, restrictions or additional requirements from these entities before they prepare and submit plans for review and approval by the City, HCFC and CenterPoint Energy.

k. 1101 Ridgeley Drive –

- On February 8, 2021, HDR reviewed and coordinated with the City the proposed parking pad at 1101 Ridgeley Drive. The proposed parking pad was approved with exceptions noted.

l. Verizon Small Cell Nodes & MCImetro Conduit Plans and Permits –

- HDR has been coordinating with the City regarding the review of the draft agreement, as well as, plans and permit requirements for the proposed Verizon Small Cell Nodes and associated conduits to be installed by MCImetro.
- HDR has performed a cursory review of the plans submitted showing the location of the proposed Small Cell Nodes at the following addresses:
  - (1) 1205 Archley Drive (on new/proposed Verizon pole),
  - (2) 8108 (8111?) Bromley Road (on existing CenterPoint Energy pole),
  - (3) 1031 2/3 Ridgeley Drive (on existing CenterPoint Energy pole), and
  - (4) 1305 Ridgeley Drive (on existing CenterPoint Energy pole).
- Since the existing CenterPoint Energy poles are wooden poles, an equipment cabinet will be installed next to each pole at ground level.
- The proposed Verizon pole is a metal (steel) pole and will not require a separate equipment cabinet since the base of the pole has been designed to house the equipment inside the base enclosure.
- HDR has also performed a cursory review of two (2) sets of MCImetro plans for the proposed conduits and handholes associated with the Small Cell Nodes. The conduits will be installed by directional bore along the following streets:

- (1) Archley Drive (South) from Ridgeley Drive to 1205 Archley Drive,
- (2) Bromley Road from Ridgeley Drive to 8108 (8111?) Bromley Road,
- (3) Ridgeley Drive from Westview Drive to Archley (South), and
- (4) Ridgeley Drive from Wirt Road to just east of the existing wastewater pump station.

- No permits have been issued by the City for this work since the Agreement with Verizon has not been finalized and will be discussed during the February 16, 2021 City Council Meeting. HDR will complete the review and permit process once the terms and conditions of the agreement are finalized and executed by both parties.

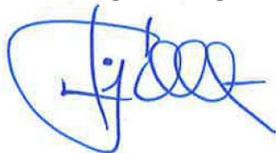
m. TCEQ MS4 Permit and Annual Report Update –

- On February 9, 2021, the City received an e-mail correspondence from the Texas Commission on Environmental Quality (TCEQ) requesting additional information for the City's Year 1 (2020) Annual Report to be submitted using the latest version of the TCEQ reporting form. This information must be e-mailed/submitted to TCEQ by February 17, 2021. HDR is compiling the additional information requested and will submit it by or before the deadline.
- Although the City of Hilshire Village's MS4 Permit Application submitted in 2019 has not been officially approved by TCEQ to date, the City must continue to prepare the Annual Reports. The City's Year 2 (2021) Annual Report is due on March 31, 2021. HDR will coordinate with the City and prepare the Year 2 Annual Report to be submitted by or before the deadline.

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 (10281855)

**RESOLUTION NO. 2021-211**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HILSHIRE VILLAGE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE, AND THE CITY SECRETARY TO ATTEST, RESPECTIVELY, A CONCEALED NETWORK NODE DEPLOYMENT AGREEMENT WITH GTE MOBILNET OF SOUTH TEXAS, LP D/B/A VERIZON WIRELESS FOR THE INSTALLATION OF CERTAIN NETWORK NODES AND RELATED EQUIPMENT SUBJECT TO THE CITY'S RIGHT-OF-WAY MANAGEMENT ORDINANCE.**

\* \* \* \* \*

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

**Section 1.** That the Mayor and City Secretary be, and they are hereby, authorized and directed to execute and attest, respectively, that certain "Concealed Network Node Deployment Agreement" between the City and GTE Mobilnet of South Texas, LP. A copy of such Agreement is attached hereto as Exhibits "A" and is made a part hereof for all purposes.

**PASSED, APPROVED AND RESOLVED on this \_\_\_\_ day of \_\_\_\_\_, 2021.**

\_\_\_\_\_  
Russell Herron  
Mayor

ATTEST:

\_\_\_\_\_  
Susan Blevins  
City Secretary

**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 Hilshire 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](mailto: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 Hilshire Village  
8301 Westview Drive  
Houston, TX 77055  
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 affect 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 HILSHIRE VILLAGE

\_\_\_\_\_  
Russell Herron, Mayor

ATTEST:

\_\_\_\_\_  
Susan Blevins, 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**

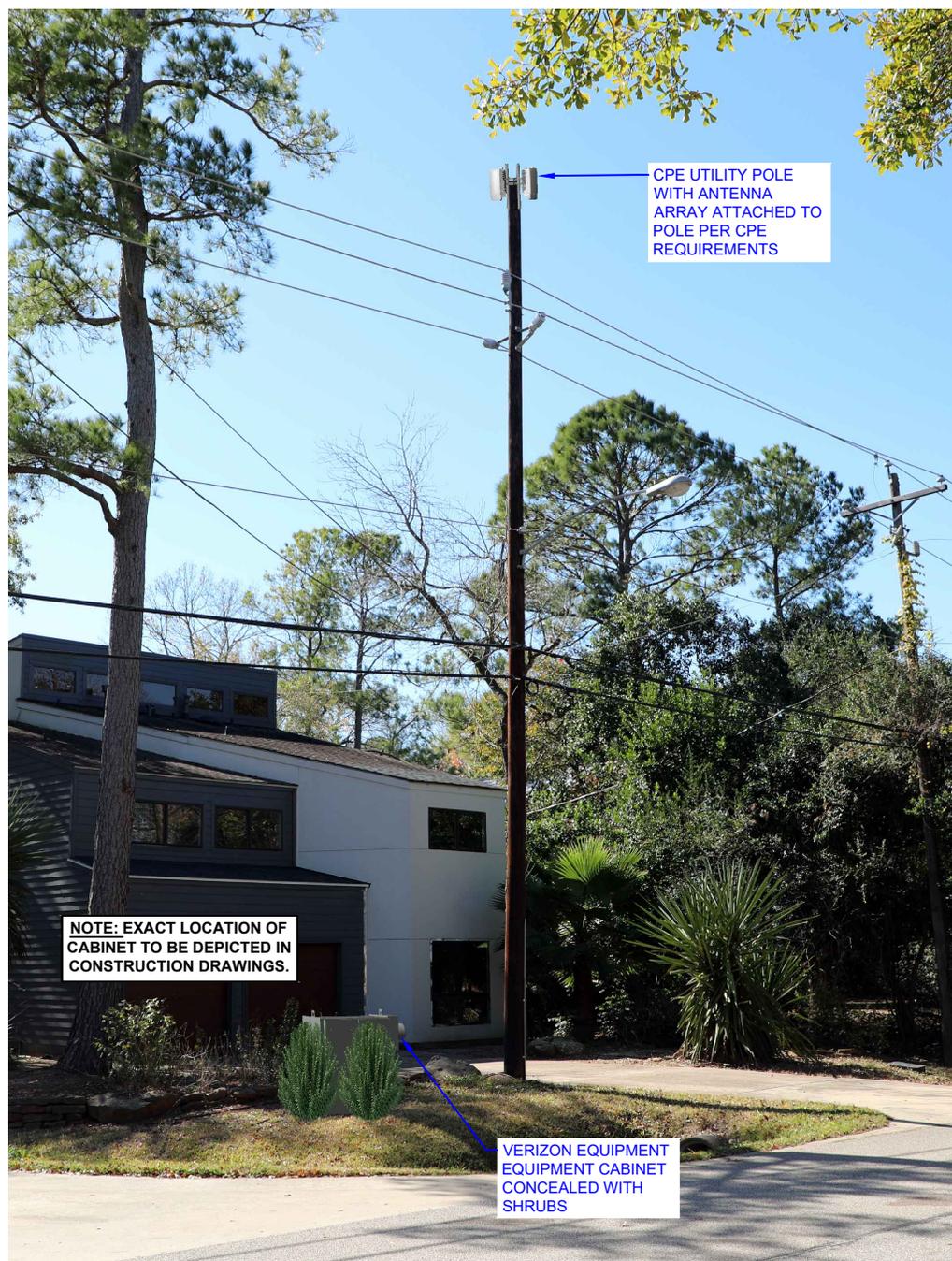
**B-1: specifications for nodes collocated on utility poles**

**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	29.787029	-95.485918	Centerpoint
Hilshire Village	HOU_SPRING_BRANCH_133_TX - A	1205 Archley Dr	29.790698	-95.4899	Verizon
Hilshire Village	HOU_SPRING_BRANCH_118_TX - A	8109 2/3 Bromley	29.792377	-95.48883	CenterPoint Energy
Hilshire Village	HOU_SPRING_BRANCH_115_TX - A	1305 Ridgeley Dr	29.793656	-95.490889	CenterPoint Energy



**EXISTING**



**PROPOSED**



**EXISTING**



**PROPOSED**

PROPOSED 34' BLACK  
RAYCAP STEALTH  
POLE

**Connecting  
our homes,  
businesses &  
communities.**

# Why are we expanding the wireless network?

**More people than ever before rely on wireless connections to manage their lives and businesses.**

Verizon is expanding its wireless network to meet the growing demands of today and tomorrow.

But it takes time.

**39<sub>GB</sub>**  
**of data per month**

Mobile data traffic per smartphone will rise from 7 GB per month in 2018 to 39 GB per month in 2024.<sup>1</sup>

**61%**  
**are now wireless**

61.3% of adults (nearly 154 million) and 70.3% of children (approximately 51 million) lived in households that did not have a landline telephone but did have at least one wireless telephone.<sup>2</sup>

**31**  
**billion devices**

It is projected that there will be 31 billion connected devices by 2023.<sup>3</sup>

# What it takes to keep families and businesses connected.

## How does wireless service work?

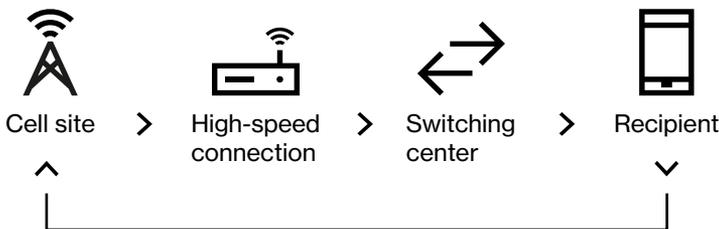
Radio frequencies can carry signals from radios and televisions, to baby monitors, garage door openers, home Wi-Fi service, and cordless phones.

Cell service uses these radio frequencies to wirelessly connect a mobile device with the nearest antenna. That antenna may be hidden in a church steeple, sitting on a rooftop, attached to a building façade or mounted on a freestanding tower structure. All are known generically as cell sites.

From the cell site, the call or data session then travels through a high-speed connection to a network switching center where it is then directed to the recipient.

This all happens in fractions of a second.

**The many types of wireless technologies include cellular and fixed wireless, or Wi-Fi.**



# Different locations require different solutions.

## **Verizon uses a balanced approach to engineering the best possible network given the local community's needs.**

Traditional, or macro cell sites, are most often the best choice for meeting coverage and capacity needs. Macro sites are traditional cell sites or towers that provide coverage to a broad area, up to several miles.

Small cells are just like the name implies – short range cell sites used to complement macro cell towers in a smaller geographic area ranging from a few hundred feet to upwards of 1,000 feet. These lower power antennas enhance capacity in high traffic areas, dense urban areas, suburban neighborhoods, and more. Small cells use small radios and a single antenna or small antennas placed on existing structures including utility poles and street lights.

Distributed Antenna Systems (DAS) are a group of antennas in outdoor or indoor locations that connect to a base station. DAS systems are typically used in large venues including stadiums and shopping centers.

# Staying ahead of demand.

## A wireless network is like a highway system...

More wireless traffic needs more wireless facilities just like more vehicle traffic needs more lanes.

- Many wireless users share each cell site and congestion may result when too many try to use it at the same time.
- Wireless coverage may already exist in an area, but with data usage growth increasing exponentially each year, more capacity is needed.
- To meet capacity demands, we need to add more wireless antennas closer to users and closer to other cell sites to provide the reliable service customers have come to expect from Verizon.

In the United States, mobile data traffic will reach 5.7 exabytes per month by 2022 (the equivalent of 1 billion DVDs), up from 1.2 exabytes per month in 2017.\*

# Finding the right location.

**To meet customer needs and expectations, wireless providers need the ability to expand and enhance their networks where users live, work, travel and play.**

Verizon gathers information from many sources including customer feedback, results of our own exhaustive network testing, and data from third parties.

When an area for improvement is identified, utilizing our existing network is always our first effort. If that is not possible, we then look at adding a new site.

## **Steps to finding a new site**

Our engineers analyze the areas that need improvement to figure out the ideal location based on customer needs, terrain and modeling results.

Using existing structures is considered first.

Network teams perform exhaustive searches in the area needing improvement to find a location that will meet our technical needs. We also look at interest from property owners.

We pick a location that has the highest likelihood of meeting technical needs and works for the community.

## **Guidelines for new sites**

We comply fully with all requirements for community notification and review, zoning and permitting.

Potential antenna locations must meet all local, state and federal regulations.

Verizon holds Federal Communications Commission (FCC) licenses for the frequencies utilized and we strictly follow their regulations.

# Wireless facilities and property values.

**Cell service in and around the home has emerged as a critical factor in home-buying decisions.**

National studies demonstrate that most home buyers value good cell service over many other factors including the proximity of schools when purchasing a home.

## 75%

More than 75% of prospective home buyers said a good cellular connection was important to them.<sup>1</sup>

## 83%

The same study showed that 83% of Millennials (those born between 1982 and 2004) said cell service was the most important fact in purchasing a home.

## 90%

90% of U.S. households use wireless service. Citizens need access to 911 and reverse 911 and wireless may be their only connection.<sup>2</sup>

# Health and safety background.

**Health and safety organizations worldwide have studied potential health effects of RF emissions for decades, and studies continue.**

The Federal Communications Commission (FCC) guidelines for operating wireless networks are based on the recommendations of federal health and safety agencies including:

- The Environmental Protection Agency (EPA)
- The Food and Drug Administration (FDA)
- The National Institute for Occupational Safety and Health (NIOSH)
- The Occupational Safety and Health Administration (OSHA)
- The Institute of Electrical and Electronics Engineers (IEEE)
- The National Council on Radiation Protection and Measurements (NCRP)

Wireless technology, equipment and network operations are highly regulated.

**For more information go to:**

Federal Communications Commission: [fcc.gov](http://fcc.gov)

Administration: [fda.gov](http://fda.gov)

Organization: [who.int](http://who.int)

Cancer Society: [cancer.org](http://cancer.org)

# Hundreds of times less

According to the FCC, measurements made near a typical 40 foot cell site have shown that groundlevel power densities are 100's of times less than the FCC's limits for safe exposure.



# Building a wireless network you can rely on in a crisis.

**The reliability of your cell phone is never more important than when crisis strikes. That's when a simple call or text message can make the difference between life and death.**

We build reliability into every aspect of our wireless network to keep customers connected when you need it most. Reliability starts when we choose the safest, most secure locations for our wireless equipment. The likelihood of earthquakes, and risk from wildfires, mudslides, floods, hurricanes and more are all considered. When disaster strikes, we coordinate with first responders and can mobilize charging stations, special equipment, emergency vehicles and more to support local, state and federal agencies in all 50 states.

**80%**

80% of 911 calls originate from a cell phone.<sup>1</sup>

**240**

240 million 911 calls are made annually. In many areas, 80% or more are from wireless devices.<sup>1</sup>

# Wireless connectivity is critical in schools and communities.

Wireless is a critical component in schools and for today's students.

**20k**

learning apps are available for iPads.

**72%**

of iTunes top selling educational apps are designed for preschool and elementary students.

**600+**

school districts replaced text books with tablets in classrooms.

**77%**

of parents think tablets are beneficial to kids.

**74%**

of school administrators feel digital content increases student engagement.

**70%**

of teens use cellphones to help with homework.

# Wireless is a critical component in today's medical fields.

Smart pill bottles and cases can help patients and their care-givers track medication usage, ensuring medications are taken on time and correctly. This supports increased medical compliance, provides more consistent care, and enables preventative care, keeping patients in their homes longer and reducing the number of emergency visits to the doctor's office or hospital.

Wireless connected glucose monitors, blood-pressure cuffs, and EKGs can track a patient's vital signs and catch an issue before it turns into an emergency.

Pace makers and sleep apnea monitors can be tracked remotely.

Routine eye exams can be conducted with a wireless device connected to a smart phone, bringing solutions and services to low-income and remote areas that would otherwise go unsupported.

# Wireless is a critical component in today's communities.

Wireless smart city solutions are being used to track available parking and minimize pollution and wasted time.

These same solutions are being used to track pedestrian and bike traffic to help planning and minimize accidents.

Smart, wireless connected lighting enables cities to control lighting remotely, saving energy and reducing energy costs by 20%.

4G technology is utilized to track and plan vehicle deliveries to minimize travel, maximize efficiency, and minimize carbon footprint.

4G technology is also used to monitor building power usage down to the circuit level remotely, preventing energy waste and supporting predictive maintenance on machines and equipment.

Wireless sensors placed in shipments are being used to track temperature-sensitive medications, equipment, and food. This is important for preventing the spread of food-borne diseases that kill 3,000 Americans each year.

# Verizon is part of your community.

**Because we live and work there too.**

We believe technology can help solve our biggest social problems. We're working with innovators, community leaders, non-profits, universities and our peers to address some of the unmet challenges in education, healthcare and energy management.

Learn more about our corporate social responsibility at [www.verizon.com](http://www.verizon.com).





# Energy Emissions of Household Items

## Electromagnetic Spectrum<sup>1</sup>



Gamma rays

X-rays

Ultraviolet

Infrared

Microwaves

Radio waves

Ionizing  
Non-ionizing

# Additional Resources

## FCC: RF Safety FAQ

<https://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety>

## FDA: Radio Frequency Radiation and Cell Phones

<https://www.fda.gov/radiation-emitting-products/cell-phones/radio-frequency-radiation-and-cell-phones>

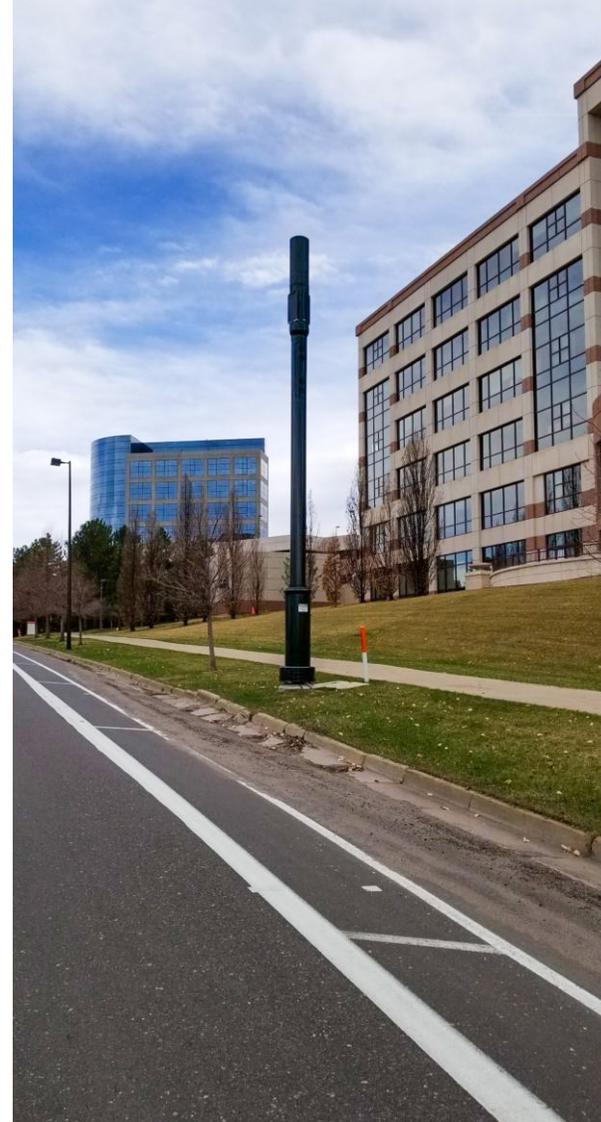
## CTIA: Wireless Health Facts

<https://www.wirelesshealthfacts.com/faq/>

## Sources

- <https://www.fda.gov/radiation-emitting-products/cell-phones/radio-frequency-radiation-and-cell-phones>
- <https://www.fcc.gov/document/fcc-maintains-current-rf-exposure-safety-standards>
- <https://www.fda.gov/media/135043/download>
- <https://www.fda.gov/media/135043/download>
- <https://www.fda.gov/radiation-emitting-products/cell-phones/scientific-evidence-cell-phone-safety>
- <https://www.audubon.org/news/no-5g-radio-waves-do-not-kill-birds>
- <https://americanbeejournal.com/why-we-shouldnt-fear-5g/>

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# Facts About RF Energy

verizon✓

# RF 101

Radiofrequency (RF) energy is used to transmit information without wires. It has been safely used for over 100 years. Today, RF is used for life's daily connections – from radios and televisions to smart watches/fitness trackers and wireless headphones, Bluetooth and WiFi routers, and even baby monitors.

RF energy is also used for the wireless technology that provides connectivity for your mobile devices.

## Separating the myths from the facts

**MYTH:** 5G is new and has not been researched.

**FACT:** Scientists in the U.S. and around the world have conducted research on RF energy for decades. In December 2019<sup>2</sup>, in a unanimous and bipartisan decision, the FCC affirmed that the same RF safety standards that apply to earlier wireless technologies (e.g., 3G and 4G) apply to 5G. The FCC took action after a lengthy proceeding, in consultation with multiple federal agencies and close examination of the RF research. In 2020, the U.S. Food and Drug Administration (FDA) released a report reviewing studies on RF health and safety from the last ten years, and found that “there are no quantifiable adverse health effects in humans caused by exposures at or under the current cell phone exposure limits.”<sup>3</sup> The research continues to this day, and agencies continue to monitor it.

**MYTH:** 5G use of millimeter wave spectrum is harmful.

**FACT:** RF energy exists all around us, and has many helpful uses. For example, baby monitors use RF energy to convey information and light bulbs use it to provide light. 5G technology uses RF energy to enable very fast wireless internet access service. And 5G technology that uses millimeter wave spectrum is subject to the same FCC safety standards that apply to all frequencies of spectrum used for wireless communications. So, 5G networks using millimeter wave spectrum are not only helpful, but also must meet FCC safety standards.

**MYTH:** Wireless carriers clustering in an area will cause cumulative RF energy to exceed FCC limits.

**FACT:** The cumulative RF energy generated by the aggregate antennas must fall within FCC limits.

**MYTH:** 5G networks put our children at risk.

**FACT:** No matter which generation of technology we use, all Verizon networks and equipment must comply with federal government safety standards. Those standards have wide safety margins and are designed to protect everyone, including children.

**MYTH:** 5G will harm the environment and wildlife, disrupting migratory patterns and killing off birds.

**FACT:** Reports suggesting harmful effects of RF to non-humans, including birds, honey bees, and other insects have been largely discredited. Audobon magazine<sup>6</sup> published a piece observing that there is no evidence that 5G radio waves kill or otherwise harm birds. The American Bee Journal<sup>7</sup> also published a piece addressing why there is “no good reason to expect [5G] to harm honeybees.”

**BOTTOM LINE: Telecommunications networks and equipment that comply with FCC standards are safe for communities and consumers.**



**ORDINANCE NUMBER. 806-2021**

**AN ORDINANCE OF THE CITY OF HILSHIRE VILLAGE, TEXAS, AMENDING CHAPTER 4, ARTICLE 4.600, SECTION 4.605 “CONSTRUCTION REGULATIONS” OF THE CITY CODE OF ORDINANCES; PROVIDING CONSTRUCTION PERMIT FEES AND RIGHT-OF-WAY FEES; ESTABLISHING TIMING OF FEE PAYMENT; PROVIDING A SAVINGS CLAUSE; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.**

**WHEREAS**, the Texas Legislature enacted Chapter 284 of the Texas Local Government Code related to municipal regulation of wireless facilities in public rights-of-way; and

**WHEREAS**, the City has previously adopted ordinance provisions regulating the use and occupancy of public rights-of-way within the City; and

**WHEREAS**, the City Council now desires to update the City’s ordinance provisions contained in Chapter 4, Article 4.600, Section 4.605 of the City of Hilshire Village Code of Ordinances to provide for construction permit fees and right-of-way fees; and

**WHEREAS**, the City Council hereby finds and determines that the regulations and amendments set forth herein are in the best interest of the public and are adopted in furtherance of the public health, safety, morals, and general welfare.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HILSHIRE VILLAGE, TEXAS:**

Section 1. The Code of Ordinances of the City of Hilshire Village, Texas, is hereby amended by amending Chapter 4, Article 4.600, Section 4.605 to read as follows:

Sec. 4.605. - Construction Regulations.

- (a) *Excavations.* All excavations and other construction in the public rights-of-way shall be performed in accordance with all applicable state, federal, and city regulations.

- (b) *Interference with use of property.* All construction within public rights-of-ways shall be undertaken so as to minimize interference with the use of public and private property and in accordance with any lawful direction given by the city under the police and regulatory powers of the city.
- (c) *Construction permits.* Unless otherwise provided by this article, no person shall perform any construction or installation of facilities in the right-of-way without first obtaining a construction permit. All facilities within the public right-of-way must conform to the design manual adopted by the city at the time the permit application is submitted. The permit must be completed and signed by the owner or authorized representative of the owner of the proposed facilities. Construction permits for proposed network nodes, node support poles, and transport facilities shall be processed in accordance with the timelines of section 284.154 of the Texas Local Government Code.
- (1) *Permit information required.* The person requesting a permit will provide the city administrator with documentation describing:
- i. The proposed, approximate location, route and type of all facilities to be constructed, installed, or modified and the user's plan for right-of-way construction.
  - ii. Engineering plans provided on a drawing scale not smaller than one (1) inch equals one hundred (100) feet unless otherwise approved by the city administrator.
  - iii. Description of all existing public and private utilities in close proximity to user's proposed route (within three hundred (300) feet).
  - iv. Description of plans to remove and replace pavement or drainage works in streets. Plans submitted must conform to City of Hilshire Village standard construction requirements and any other applicable law.
  - v. Drawings of any bores, trenches, handholes, manholes, switch gear, transformers, pedestals, etc. including depth.
  - vi. Three (3) sets of engineering plans.
  - vii. The construction and installation methods to be employed for the protection of existing facilities, fixtures, and facilities within or adjacent to the right-of-way.
  - viii. The name and address of the person to whom notices are to be sent, a twenty-four-hour per day contact number for the user in case of emergency.
  - ix. Location map that includes all other facilities within five hundred (500) feet of the proposed location.
  - x. When a new pole is proposed, an industry standard pole load analysis certified by a licensed engineer.
  - xi. Soils test or geotechnical survey where required.
  - xii. A complete application and supporting documents for land use approval where required.
  - xiii. Proof of payment of the construction permit fee and prorated right-of-way fee for the remaining portion of the current calendar year.

- xiv. Complete legend of drawings submitted by user, which may be provided by reference to previously submitted documents.
- xv. The construction and installation methods to be employed for the protection of existing facilities, fixtures, and facilities within or adjacent to the right-of-way, and the estimated dates and times work will occur, all of which (methods, dates, times, etc.) are subject to approval of the city administrator.
- xvi. Proof of insurance.

(2) Construction permit and rights-of-way fees.

- i. Construction permit fee. Except as otherwise provided by Chapter 283 of the Texas Local Government Code, a provider shall pay to the City a construction permit fee that is calculated as of the date of application for permit by applying the appropriate permit fee to each of the facilities included in the application, in accordance with the Design Manual, not to exceed the values provided in the table below.
- ii. Rights-of-way fee. The permit holder shall pay to the City a rights-of-way fee that is calculated in accordance with Chapter 283 of the Texas Local Government Code, a written agreement with the City, or the table below, as applicable. The rights-of-way fee for access lines shall be as proscribed by the Texas Public Utilities Commission. Rights-of-way fees for all facilities other than access lines shall be prorated for the first year in which a construction permit fee is paid, and shall be paid at the time of the permit application.

<u>Equipment Type</u>	<u>Construction Permit Fee</u>	<u>Rights-of-way Fee</u>
<u>Transport Facilities</u>	<u>NA when application includes Network Nodes</u>	<u>\$28 per month per node<sup>1 4</sup></u>
<u>Network Nodes</u>	<u>\$500 for first 5 nodes, \$250 for each additional node</u>	<u>\$250 per year per node<sup>2 3</sup></u>
<u>Node Support Poles</u>	<u>\$1000 per pole</u>	<u>N/A</u>

<sup>1</sup> Unless equal or greater amount is paid under Chapter 283 of the Local Government Code or Chapter 66 of the Utility Code.

<sup>2</sup> As adjusted by an amount equal to one-half the annual change, if any, in the consumer price index. The City shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the City on or after the 60th day following the written notice.

<sup>3</sup> Collocated network nodes on City service poles shall also pay an annual collocation fee at a rate not greater than \$20 per year per service pole.

<sup>4</sup> A network provider may not install its own transport facilities unless the provider: (i) has a permit to use the public right-of-way; and (ii) pays to the City a monthly public right-of-way rate for transport

facilities in an amount equal to \$28 multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed transport facilities provide backhaul unless or until the time the network provider's payment of fees to the City exceeds its monthly aggregate per-node compensation to the City. A network provider that wants to connect a network node to the network using the public right-of-way may: (i) install its own transport facilities as provided in this section; or (ii) obtain transport service from a person that is paying municipal fees to occupy the public right-of-way that are the equivalent of not less than \$28 per node per month. A public right-of-way rate required by this section is in addition to any other public right-of-way rate required by the City.

iii. Timing of fee payment. Permit holder shall remit the rights-of-way fees on an annual basis, unless otherwise proscribed by Chapter 283 of the Texas Local Government Code. Unless otherwise mandated by state law, the payment of rights-of-way fees shall be due on January 31<sup>st</sup> of each year following the year in which a construction permit fee and prorated rights-of-way fee was paid, and each subsequent year until (i) the facilities are removed from the right-of-way and written notice provided to the City, or (ii) the facilities are no longer owned by the permit holder and written notice of the new owner's name, address, and phone number are provided to the City.

(3) *Exception to construction permit and registration requirement.* The following activities shall not be required to obtain a permit under this article.

- i. *Emergencies.* Emergency responses related to existing facilities may be undertaken without first obtaining a permit; however, the city administrator must be notified in writing within two (2) business days of any construction related to an emergency response. A reasonably detailed description of the work performed in the right-of-way and an updated map of any facilities moved shall be provided as soon as practicable.
- ii. *Routine maintenance.* The following routine activities are not required to obtain a permit:
  - a. Routine maintenance that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way;
  - b. Replacing or upgrading a network node or network pole with a node or pole that is substantially similar in size or smaller and that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way; or
  - c. The installation, placement, maintenance, operation, or replacement of micro network nodes that are strung on cables between existing poles or node support poles in compliance with the National Electrical Safety Code.

At least twenty-four-hour advance written notice to the city administrator of work performed under this section is required, including proof that the user is acting with approval of a pole's owner if facilities are being collocated on an existing pole.

Work for which a permit is required may be performed at any time; provided however, any such permitted work performed within five hundred (500) feet of any residential facility may only be performed between the hours of 6:00 a.m. and 10:00 p.m. Any permitted work

performed outside of the above working hours must be approved in advance by the city engineer or his/her designee.

Provided further, all such construction and/or installation work shall be completed in the time specified in the construction permit. If the work cannot be completed within the specified time period, the user may request an extension from the city engineer, or his/her designee, which extension shall not be unreasonably withheld.

- (d) *Emergency repairs; restoration of service.* Notwithstanding the foregoing section 6.03, during an emergency where, in the good faith judgment of the user, failure to act immediately could jeopardize public health, safety, or general welfare, or in situations where a repair is necessary to restore service to a customer, such user may perform repairs to facilities within public rights-of-way, which involve the alteration or disturbance of the surface of such public right-of-way, without prior notification to, or acquisition of, a construction permit from, the city. In such cases, the user shall notify the city engineer of the city as promptly as possible after beginning the work, but in no event later than the close of business on the next business day, stating the nature of such repairs and, if not completed, the length of time estimated to complete same. The user shall apply for the required approvals as soon as reasonably practicable, and any work performed that is not consistent with then applicable city standards shall be corrected upon notice thereof from the city.
- (e) *Restoration of surface.* Users may excavate public rights-of-way only for the purpose of, and to the extent reasonably required for, the construction, installation, expansion, repair, removal, or maintenance of its facilities. Upon completion of work, the user shall promptly restore the surface of the affected public right-of-way to a condition that equals or exceeds its condition prior to such construction. To such end, the restoration shall comply with the following requirements:
  - (1) Replacing all ground cover equal to or better than the type of ground cover damaged during work, either by sodding or seeding, or natural growth;
  - (2) Installation of all manholes and handholes as required;
  - (3) All bore pits, potholes, trenches or any other holes shall be filled in or covered daily, unless other safety requirements are approved by the director of public works;
  - (4) Leveling of all trenches and backhoe lines;
  - (5) Restoration of excavation site to city specifications; and
  - (6) Restoration of all landscaping and other affected facilities such as sprinkler systems and mailboxes.
- (f) *Maintenance period; delay in construction.* All restoration work shall be maintained by the user to the satisfaction of city for a period of one (1) year from the date of completion of such restoration work. No public right-of-way shall be encumbered by construction, maintenance, removal, restoration, or repair work for a longer period than shall be reasonably necessary to execute such work. If there is an unreasonable delay by the user in restoring and maintaining the public right-of-way or restoring such public right-of-way after such excavations, construction, installation or repairs have been made, the city shall notify the user in writing that if such restoration or maintenance is not performed within five (5) days of receipt of such notice, the city shall have the right to restore or repair the same and

to require the user to pay the reasonable cost of such restoration or repair. Furthermore, if restoration is not satisfactory and performed in a timely manner, all work in progress, except that related to the problem, including all work previously permitted but not complete, may be halted and a hold may be placed on any permits not approved until all restoration is complete.

- (g) *Routine maintenance.* Routine maintenance on facilities located within public. Rights-of-way shall be conducted in a manner that is consistent with applicable city regulations governing such work, if any.
- (h) *Obstructions to traffic.* Any obstruction of vehicular or pedestrian traffic resulting from construction or repair activities to facilities, other than for emergency repairs, shall require prior notification to the city engineer of the city. Any such work shall be performed in a manner calculated to cause the least inconvenience to the city and the public as is reasonably possible under the circumstances. When a user performs or causes to be performed any work over or across a public street or sidewalk, or so closely adjacent thereto as to create hazards for the public or itself, the user shall provide construction and maintenance signs and sufficient barricades and flagmen at such sites as are reasonably necessary to protect the public and the user's equipment and workers. The application of such traffic control devices shall be consistent with the standards and provisions of the latest edition of the Texas Manual on Uniform Traffic Control Devices. Appropriate warning lights shall be used at all construction and maintenance zones where one or more traffic lanes are being obstructed during nighttime conditions.
- (i) *Closing of streets.* If a user's work requires the obstruction of any street for a period longer than thirty (30) minutes, such obstruction shall be approved by the city engineer. The user shall not close any public street, but shall at all times maintain a route of travel along and within any roadway that is within a public right-of-way; provided however, in cases of an emergency, the city engineer may authorize the temporary closing of a public street or sidewalk to allow the user to complete such emergency repairs if, in the opinion of the city engineer, such closing is necessary to protect the safety of the general public.
- (j) *Construction drawings.* Within one hundred twenty (120) days following completion of construction, or within one hundred twenty (120) days following any material alteration or modification thereto, the user shall supply the city with a complete set of construction drawings for the work, or for the material alteration or modification thereof, unless the user certifies to the city, in writing, that such construction was completed in accordance with the construction plans filed pursuant to section 4.605(c) above, in which case, such construction plans shall be marked accordingly by the city and filed as the "permanent construction drawings." For the purposes hereof, a material alteration or modification of a facility shall be deemed to have occurred if such alteration or modification would render the existing construction drawings inaccurate and/or misleading regarding the location of a structural component thereof. Such drawings shall be of sufficient detail to allow the city to determine the location of the facilities with reasonable accuracy. In lieu of print documents, a user may, upon advance reasonable request, provide such drawings and maps by other mediums, including electronic mediums, provided the city has the capability to access such information.

Section 2. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Hilshire Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Russell Herron, Mayor

ATTEST:

\_\_\_\_\_  
Susan Blevins, City Secretary

O R D I N A N C E N O. 805-2021

**AN ORDINANCE AMENDING THE CITY OF HILSHIRE VILLAGE, TEXAS, ORDINANCE NUMBER 801-2020 PASSED AND APPROVED SEPTEMBER 21, 2020, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY’S GENERAL BUDGET FOR FISCAL YEAR ENDING 2020, BY APPROVING “BUDGET AMENDMENT NO. 1” TO THE “ORIGINAL GENERAL BUDGET OF THE CITY OF HILSHIRE VILLAGE, TEXAS, FOR THE FISCAL YEAR ENDING 2020”; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.**

\* \* \* \* \*

**WHEREAS**, by Ordinance No. 801-2020, the City Council of the City of Hilshire Village, Texas adopted its “Original General Budget for Fiscal Year Ending 2020”, and

**WHEREAS**, the City Council has determined that revenues and/or reserves are available for supplemental appropriation, and/or that the transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting; and

**WHEREAS**, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the Fiscal Year Ending 2020; now therefore,

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

**Section 1.** The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

**Section 2.** The “Original General Budget of the City of Hilshire Village, Texas, for the Fiscal Year Ending 2020,” is hereby amended as shown on “Budget Amendment No.1” to the “Original Budget of the City of Hilshire Village, Texas, for the Fiscal Year Ending 2020” attached hereto. Said Budget Amendment No. 1, shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law, a true and correct copy of which is attached hereto as Exhibits “A,” and made a part hereof for all purposes.

**Section 3.** In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part

declared to be invalid or unconstitutional; and the City Council of the City of Hilshire Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, and ADOPTED this 16<sup>th</sup> day of February, 2021.

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Russell Herron, Mayor

ATTEST:

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Susan Blevins, City Secretary

City of Hilshire Village, Texas - General Fund  
 ORDINANCE 777  
 BUDGET AMENDMENT  
 NUMBER 1 OF ORDINANCE 750  
 FYE 2018

**CITY OF HILSHIRE VILLAGE**  
**ORDINANCE NUMBER 805-2021**

**AMENDMENT NO. 1 FYE 2020**

**AMENDING ORDINANCE 801-2020**

	Year to Date Actuals	Year to Date Budget	Year to Date Difference	Amendment 1	Amended Budget
<b>DESCRIPTION/PURPOSE: RECLASSIFY BUDGET LINE ITEMS</b>					
<b>General Revenue</b>					
Property Taxes - Current	1,053,741.09	1,033,436.00	20,305.09		1,033,436.00
Property Taxes - Delinquent	3,328.67	0.00	3,328.67		0.00
Franchise tax	56,956.53	55,000.00	1,956.53		55,000.00
City Sales Tax	58,512.75	51,169.00	7,343.75		51,169.00
Interest Income - C o O	0.00	0.00	0.00		0.00
Int. Income(CD-Gen. Fund)	8,345.96	15,000.00	(6,654.04)		15,000.00
Int. Income-Gen funds	113.17	288.00	(174.83)		288.00
Int. Income-Taxes	4,804.40	3,850.00	954.40		3,850.00
Alarm Permits and Misc. Fees	2,128.00	1,800.00	328.00		1,800.00
Pet Permits	0.00	0.00	0.00		0.00
Other Income	10,353.22	400.00	9,953.22		400.00
Court Fees	2,967.76	7,215.00	(4,247.24)		7,215.00
Garbage Income	81,535.44	84,444.00	(2,908.56)		84,444.00
Sales Tax Discount Income	27.97	33.00	(5.03)		33.00
Ambulance Income	0.00	0.00	0.00		0.00
Building Permits/Plan Checks	80,129.61	80,000.00	129.61		80,000.00
Inspections	16,350.00	4,800.00	11,550.00		4,800.00
Plan Check for Drainage	7,920.00	14,000.00	(6,080.00)		14,000.00
Exxon Grant	0.00	0.00	0.00		0.00
Transfer from HVCEFFC	0.00	0.00	0.00		0.00
Budget transfer to Expenses	0.00	0.00	0.00		0.00
<b>Total General Revenues</b>	<b>1,387,214.57</b>	<b>1,351,435.00</b>	<b>35,779.57</b>	<b>0.00</b>	<b>1,351,435.00</b>

City of Hilshire Village, Texas - General Fund  
 ORDINANCE 777  
 BUDGET AMENDMENT  
 NUMBER 1 OF ORDINANCE 750  
 FYE 2018

	Year to Date Actuals	Year to Date Budget	Year to Date Difference	Amendment 1	Amended Budget
<b>General Expense</b>					
Police Protection/Court	501,845.04	501,845.00	0.04		501,845.00
Police - Council Meetings	0.00	0.00	0.00		0.00
Fire Protection	184,299.67	193,675.00	(9,375.33)		193,675.00
Fire Station Rennovtion	62,125.00	62,125.00	0.00		62,125.00
Cert Supplies	0.00	1,000.00	(1,000.00)		1,000.00
Trash Service	80,824.04	84,035.00	(3,210.96)	(3,210.96)	80,824.04
Mosquito Spraying	2,970.00	3,000.00	(30.00)		3,000.00
Street Lights	5,415.07	6,887.00	(1,471.93)	(1,471.93)	5,415.07
Tax Collection Fees	11,640.00	13,058.00	(1,418.00)	(791.52)	12,266.48
Audit Fees	17,550.00	17,550.00	0.00		17,550.00
Single Audit Fees		2,500.00	(2,500.00)	0.00	2,500.00
Legal Fees	14,348.00	17,000.00	(2,652.00)	0.00	17,000.00
Legal Fees - Zoning	1,300.00	3,000.00	(1,700.00)	0.00	3,000.00
Wages,Taxes,Benefits	142,814.64	142,453.00	361.64	361.64	142,814.64
FICA Tax	8,854.53	8,832.00	22.53	22.53	8,854.53
Medicare Tax	2,070.93	2,066.00	4.93	4.93	2,070.93
SUTA Tax	279.32	774.00	(494.68)		774.00
Medical & Life Insurance	24,161.31	26,347.00	(2,185.69)		26,347.00
Retirement	16,736.04	16,692.00	44.04	44.04	16,736.04
Board of Adjustment	3,036.08	3,500.00	(463.92)		3,500.00
Insurance	3,997.98	5,000.00	(1,002.02)	(1,002.02)	3,997.98
Education	1,828.92	5,000.00	(3,171.08)	(3,171.08)	1,828.92
City Hall Exterior	0.00	0.00	0.00		0.00
City Hall Operations	14,469.46	13,000.00	1,469.46	1,469.46	14,469.46
City Hall Maintenance	2,925.00	3,000.00	(75.00)		3,000.00
City Hall Interior Paint	0.00	10,000.00	(10,000.00)		10,000.00
City Hall Interior Flooring	0.00	15,000.00	(15,000.00)		15,000.00
Web Hosting & Maintenance	1,500.00	1,500.00	0.00		1,500.00
Bank Charges	2,522.33	900.00	1,622.33	1,622.33	2,522.33
Dues	1,426.00	2,000.00	(574.00)		2,000.00
Public Notices	3,159.13	5,000.00	(1,840.87)	0.00	5,000.00
Office Supplies	2,172.95	4,000.00	(1,827.05)	0.00	4,000.00
Election/Voting Machine Rent	0.00	3,800.00	(3,800.00)	(3,800.00)	0.00
City Hall Equipment/Furnishing	5,298.79	6,000.00	(701.21)		6,000.00
Server	3,508.27	5,000.00	(1,491.73)		5,000.00
Misc. /Contingencies	0.00	15,000.00	(15,000.00)	(15,000.00)	0.00
Village Independence Festival	0.00	3,000.00	(3,000.00)	(3,000.00)	0.00
Books for Library	250.00	250.00	0.00		250.00
Miscellaneous	1,929.66	4,000.00	(2,070.34)	(2,070.34)	1,929.66
Mayor/Council/Administrator	1,817.61	3,000.00	(1,182.39)	0.00	3,000.00
Mayor's Telecom	0.00	0.00	0.00		0.00
Codification	4,202.41	4,000.00	202.41	202.41	4,202.41
Bldg. Permit Administration	22,564.32	35,000.00	(12,435.68)	(12,435.68)	22,564.32
Inspection	16,868.53	11,000.00	5,868.53	5,868.53	16,868.53
Generator Maintenance	950.00	1,245.00	(295.00)		1,245.00
Engineering for Grant Funds	0.00		0.00		0.00
Engineering Plan Checking	58,994.64	53,000.00	5,994.64	5,994.64	58,994.64
Non-Metro Engineering Services	65,363.02	30,000.00	35,363.02	35,363.02	65,363.02
Hazard Mitigation Projects	0.00	5,000.00	(5,000.00)	(5,000.00)	0.00

City of Hilshire Village, Texas - General Fund  
 ORDINANCE 777  
 BUDGET AMENDMENT  
 NUMBER 1 OF ORDINANCE 750  
 FYE 2018

	Year to Date Actuals	Year to Date Budget	Year to Date Difference	Amendment 1	Amended Budget
<b>Total General Expense</b>	1,296,018.69	1,350,034.00	(54,015.31)	(0.00)	1,350,034.00
<b>NO CHANGE IN BUDGET</b>					

City of Hilshire Village, Texas - General Fund  
ORDINANCE 777  
BUDGET AMENDMENT  
NUMBER 1 OF ORDINANCE 750  
FYE 2018

<b>Year to</b>	<b>Year to</b>	<b>Year to</b>	<b>Amendment 1</b>	<b>Amended Budget</b>
<b>Date Actuals</b>	<b>Date Budget</b>	<b>Date Difference</b>		

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City of Hilshire Village, Texas - General Fund  
 ORDINANCE 777  
 BUDGET AMENDMENT  
 NUMBER 1 OF ORDINANCE 750  
 FYE 2018

Year to Date Actuals	Year to Date Budget	Year to Date Difference	Amendment 1	Amended Budget
<b>RECAP</b>				
<b>REVENUES</b>				
			<b>2020 Adopted Budget Revenues</b>	<u><u>1,351,435.00</u></u>
			<b>NO CHANGE</b>	
<b>EXPENSES</b>				
			<b>2020 Adopted Budget Expenses</b>	1,350,034.00
			<b>Amended #1</b>	<b>(0.00)</b>
			<b>NO CHANGE IN BUDGET JUST RECLASIFICATION</b>	<u><u>1,350,034.00</u></u>

## PREVIOUS APPLICANTS AND POSITIONS

<u>APPLICANT</u>	<u>POSITION</u>	
Marcus Dotson	HVCEFFC	CHOSEN
Justin Crawford	BOA/HVCEFFC	CHOSEN
Cali Schwarz	BOA	
Brian Wilks	BOA	CHOSEN
Alan Torregrossa	BOA	DID NOT INTERVIEW
Randy Keys	BOA/HVCEFFC	DID A PHONE INTERVIEW
Sara Somers Wilks	HVCEFFC	PREVIOUSLY INTERVIEWED

## JUSTIN CRAWFORD BIO

Justin Crawford has been a Hilshire Village resident since early 2012, living in the Village with his wife, Patchin, and two children, Cara (6) and Blake (4). He was drawn to the Village given its ideal mix of proximity to downtown Houston, access to premier schools and the natural forest canopy that is unique to the neighborhood.

Justin grew up in Texas and Louisiana, residing in Houston, Dallas, Midland and New Orleans before attending the University of Texas at Austin where he received a degree in Business Administration (2004) with a focus in Finance and Accounting.

Justin began his professional career with the Royal Bank of Canada as a member of their North American Energy Investment Banking team in Houston. Justin has since been in the energy corporate finance field holding numerous positions with leading financial services firms, including his current position as a Managing Director on JPMorgan's Energy and Power team. His role and responsibilities include client relationship management, transaction origination efforts as well as structuring and distribution of debt products for clients in the Energy sector.

Justin is well versed in accounting, finance, tax and legal matters impacting both private and public clients. He also maintains several Financial Industry Regulatory Authority (FINRA) designations including his series 7 (General Securities Representative), 63, 79 (Investment Banking Representative) and 24 (General Securities Principal/Supervisory) designations.

Outside of work, and when not chasing his kids around various sports and activities, Justin enjoys spending time outdoors, Longhorn football and building his collection of rare whiskey from around the globe. He is also a member of the IPAA and the Houston Petroleum Club.



**TINDALL ENGLAND, PC**  
*Dedicated to Matrimonial & Family Law*

**CALI V. SCHWARZ, J.D.**

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cschwarz@tindallengland.com

**EDUCATIONAL BACKGROUND**

Board Certified in Family Law, Texas Board of Legal Specialization, 2014  
Certified in Mediation and Dispute Resolution, South Texas College of Law, 2008  
South Texas College of Law, J.D., 2008  
Baylor University, B.A. (Communications Specialist & Business Administration), 2005

**PROFESSIONAL ASSOCIATIONS AND AWARDS**

Member of the Texas Academy of Family Law Specialists (Served as Editor to TAFLS Quarterly Newsletter 2017, 2018, 2019, 2020)  
Member of Gulf Coast Family Law Specialists  
Member of Houston Bar Association - Family Law Section (Served on the Board of Directors 2012-2015)  
Member of the Texas Family Law Foundation  
Member of Burta Rhoads Raborn American Inn of Court (Recipient of 2014 President's Award) (Board of Directors 2011-2014)  
Member of the State Bar of Texas - Family Law Section  
Member of the College of the State Bar of Texas, 2010-2020  
Designated in Texas Monthly as Super Lawyer, Rising Star (2018, 2019)

**EMPLOYMENT BACKGROUND**

Tindall England, PC 2016- Present  
Law Office of Warren Cole – 2008 - 2016  
Tekell Book Matthews and Limmer, L.L.P. –2007  
Burgower and Rainwater, L.L.P. –2007  
Looper Reed and McGraw Attorneys – 2006 to 2007

**PUBLICATIONS AND ARTICLES**

Presented "STOP SPENDING OUR MONEY! – Waste, Reconstitution, Fraud Claims, Disproportionate Shares & Spousal Support" – Houston Bar Association Family Law Section Spring CLE (March, 2020)

Presented 2020 TAFLS Trial Institute, (February, 2020)

Co-Authored "*4th Edition of Texas Family Law Ultimate Checklists for Lawyers*", Published by the State Bar of Texas Family Law Section (2018)

Presented "*Suit Affecting the Parent Child Relationship, 101*"-State Bar of TX-Handling your Next Divorce (January, 2017)

Presented "*The Intersection of Immigration and Family Law*" – Texas Center for the Judiciary – Spring Regional Conference, Houston, TX (April, 2016 and May, 2016)

Co- Authored "*Avoiding Mediation Mis-Steps*" – State Bar of Texas – 38<sup>th</sup> Annual Marriage Dissolution Institute, Galveston, TX (April, 2016)

Presented “*Evidentiary Demonstrations – Effective Impeachment of Adverse Witnesses*” – Houston Bar Association, Houston, TX (October, 2014)

Presented “*Unaccompanied Minors*” – Texas Center for the Judiciary – 2014 Texas College for Judicial Studies, Austin, TX (May, 2014)

Presented “*Ethics Hodgepodge*” – South Texas College of Law 28th Annual Family Law Conference, Houston, TX (March, 2014)

Presented “*Temporary Orders – A Mock Trial Presentation*” – Houston Bar Association, Houston, TX (October, 2013)

Co- Authored “*Reimbursement*” – State Bar of Texas – 35<sup>th</sup> Annual Marriage Dissolution Institute, Dallas, TX (April, 2013)

Co- Authored “*Objections*” – South Texas College of Law - Family Law 27th Annual Family Law Conference, Houston, TX (March, 2013)

Presented “*Possession and Access Options for Children Under Three*” – State Bar of Texas and Lone Star Legal Aid – Family Law Essentials, Nacogdoches, TX (June, 2012)

Co- Authored “*Discovery*” – State Bar of Texas – 34<sup>th</sup> Annual Marriage Dissolution Institute, Dallas, TX (April, 2012)

Co- Authored “*Trying Your Property Case*” – South Texas College of Law-25<sup>th</sup> Family Law Conference, Houston, TX (March 2012)

Co- Authored “*Trial of a Property Case*” - State Bar of Texas – State Bar College-Summer School Course, Galveston, TX (July 2011)

Presented “*Trying Your Property Case on a Shoestring*” – State Bar of Texas and Lone Star Legal Aid – Family Law Essentials, Huntsville, TX (June, 2011)

Co-Authored “*Dividing Property in a Depressed Economy*” - State Bar of Texas – 36th Advanced Family Law Course, San Antonio, TX (August 2010)

Co- Authored “*Ethics and Malpractice*” - State Bar of Texas - 33rd Annual Marriage Dissolution Course, San Antonio, TX (April 2010), Published by the State Bar of Texas

Co- Authored “*Predicates and Objections: Getting It In and Keeping It Out*” - State Bar of Texas – Ultimate Trial Notebook: Family Law, San Antonio, TX (December 2009)

Co- Authored “*Family Law Case Update: SAPCR*” - State Bar of Texas – 35th Advanced Family Law Course, Dallas, TX (August 2009)

[SUGGESTED CHANGES TO HABITABILITY SECTIONS OF ORDINANCE]

02:A-03 Attic: Attic shall mean that unfinished portion of a building, not a story, included ~~between the upper surface of the topmost floor and the ceiling or~~ that is directly under the roof ~~above~~.

02:C-03 Carport: "Carport" shall mean a roofed structure that is open on at least two (2) sides and designed for the primary purpose of sheltering ~~storing~~ the residents' vehicles.

02:C-04 Carport, attached: 'Attached carport' shall mean a carport any part of which with an outside wall that is less than three (3) feet from an outside wall of the dwelling main building.

02:C-05 Carport, detached: 'Detached carport' shall mean a carport which is not an attached carport. No part wall of a detached carport shall be less than three (3) feet from an outside wall of the dwelling main building.

02:D-01 Dwelling: "Dwelling" shall mean any building which contains one "Dwelling Unit" ~~used, intended, or designated to be built, used, rented, leased, let or hired out to be occupied, or which is occupied,~~ for living purposes.

02:D-02 Dwelling unit: "Dwelling unit" shall mean a single unit providing complete independent living facilities for a family ~~one or more persons~~ including permanent provisions for living, sleeping, eating, cooking and sanitation.

02:F-01 Family: A- "Ffamily" shall mean ~~is~~ one (1) or more persons occupying a dwelling unit and living there as a single housekeeping unit, as distinguished from a group occupying a boarding house, lodging house, club, fraternity or sorority house, motel, hotel, apartment, duplex or multi-family dwelling.

02:G-01 Garage: "Garage" shall mean a building or portion of a building that has 3 walls and a door and is designed for the main purpose of storing the residents' vehicles.

Garage, private: "Private garage" shall mean a building or portion of a building, in which only motor vehicles used by the occupants of the dwelling on the premises are stored or kept.

02:G-02 Garage, attached: "Attached garage" shall mean a garage with an outside wall that is less than three (3) feet from an outside wall of the main building.

which has at least ten (10) feet of continuous, uninterrupted wall in common (to both floors if two (2) story) with the building to which it is attached, excluding enclosed or unenclosed hallways, breezeways, or offset rooms from consideration as a means of attachment.

02:G-03 Garage, detached: "Detached garage" shall mean a garage which is not an attached garage. ~~provided further A detached garage shall not mean or include a carport.~~ No If a wall of a detached garage is shall be less than three (3) feet from an outside wall of the main building, the garage shall be deemed an attached garage. ~~A detached garage may be connected to the main building by a walkway covering; provided, however, such covering shall not be more than six (6) feet in width. Any garage or projection thereof located within less than three (3) feet of the main building or any projection thereof shall be deemed to constitute a portion of such main building.~~

Commented [1]:  
moved

02:H-01 Habitable space room: "Habitable space room" shall mean any space room that meets the requirements of the City Building Codes for living purposes such as some living purposes such as sleeping, living, cooking, ~~or or dining purposes, g purposes, but- does not constitute a dwelling unit.~~ excluding s Such places as closets, pantries, bath or toilet rooms, hallways, laundries, storage spaces, utility rooms and similar places shall not be considered habitable spaces for purposes of these ordinances.

Commented [2]:  
review

02:S-08 Story: "Story" shall mean that portion of a building ~~included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building between the upper surface of the topmost finished floor and the ceiling or roof above.~~ An attic space that is not otherwise habitable but that has a finished floor shall not be considered a story. If the finished floor level directly above a usable or unused under-floor space is more than six (6) feet ~~(6 ft.)~~ above

Commented [3]:  
NOTE - the last few 'S' definitions are not in alphabetical order

finished grade as defined herein for more than fifty (50) percent (50%) of the total perimeter, or is more than twelve (12) feet above finished grade as defined herein at any point, such usable or unused under-floor space shall be considered a story.

Notwithstanding the foregoing:

- a. An attic space that is not a habitable space but that has a finished floor shall not be considered a story, and
- b. A habitable space in the attic that constitutes 35% or less of the square footage of the story below shall not be considered a story.

02:S-09 Story, dwelling: "Dwelling story" shall mean that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that habitable portion of a building included between the upper surface of the topmost floor and ceiling or roof above.

11:02.04 Attic: The attic of a building of the main building may contain one or more habitable spaces within the attic volume created by the roofline. The roofline of an existing two (2) story dwelling main building may not be changed to accommodate a habitable space except that dormers may be added. A habitable space in the attic space of a two (2) story dwelling main building may not exceed thirty- five (35) percent of the square footage of the second story or second half story of the building dwelling building in which it is contained. An attic [unless a legal attic story], contain any habitable space, [ , if a wall and/or ceiling of such attic space is finished, shall have no widow or skylight].

An attic, unless a legal attic story, shall not be a habitable room and shall not enclose such places as bath or toilet rooms, or laundries and if a wall and/or ceiling of such attic space is finished shall have no window or skylight.

#### 11:03 DWELLING UNIT

11:03.01 Habitable space: A lot may have more than one habitable space. One dwelling unit: No more than one dwelling unit shall be constructed on any residential lot. The dwelling unit shall be contained in the main building on the lot.

11:03.02 Net building area: The net building area shall not exceed forty percent (40%) of the lot area.

11:03.03 Total floor area: The total floor area of each dwelling unit shall not be less than fourteen-hundred (1400) square feet.

11:03.04 Multi-story area: The net building area of the ground floor of any one and a half or two story dwelling unit shall be not less than one thousand (1000) square feet.

11:04 ~~PRIVATE GARAGE OR CARPORT~~

11:04.01 Required: Every lot with a dwelling shall have A private a garage. A private garage, attached or detached, shall be constructed for each dwelling unit. ~~shall be constructed for each dwelling unit~~ Items stored in the garage or carport (other than vehicles) may not be visible to public view from the street.

11:04.02 Size: One garage on a lot shall be at least four hundred (400) square feet. The total combined square footage of all garages and carports on a lot shall not exceed one thousand two hundred (1,200) square feet. A private garage shall be constructed of not less than four hundred (400) square feet, nor more than one thousand (1,000) square feet.

11:04.03 ~~Garage entrance or exit:~~ The entrance to a garage that is constructed in front of the dwelling to which the garage is attached shall be perpendicular to the street of address. The entrance to a carport shall not be constructed in front of the main building. No vehicle door(s) or vehicle entrance or exit of a garage constructed forward of the slab or structure of a dwelling shall face the street of address. Said door(s) or entrance or exit shall be located on a side of a garage which in plan view shall be at a 90 degree angle or greater to the street of address.

11:04.04 ~~Attached garage~~ Second story access: a. Doorway or hallway access to a second story above an attached garage shall be enclosed and through the dwelling to which it is attached.

b. An attached garage or carport may contain one (1) or more habitable spaces within the attic volume created by the roofline. The habitable space thus created may not exceed thirty-five (35) percent of the square footage of the story below.

~~b. An attached garage may contain one (1) or more habitable spaces within the attic volume created by the roofline. The habitable space thus created may not exceed thirty five (35) percent of the square footage of the story below.~~

11:04.05 Detached: a. A detached garage that does not meet the setback requirements for the dwellingmain building shall not exceed one (1) story. The space above the ground floorthe detached garage shall not have provisions for any utilities except electricityfor sanitation, bath or kitchen facilities. The ground floor may have provisions for water, waste, electricity and HVAC but shall not include any habitable spacesleeping quarters and may be not inhabitedbe habitable. Any related occupancy permit issuedshall so state.

b. A detached carport that does not meet the rear setback requirements for the main building shall not exceed one (1) story and shall not have provisions for any utilities except electricity.

~~b.c. A detached garage or carport that does not meet the rear setback requirements for the dwellingmain building may be connected to the dwellingmain building by an open-sided walkway cover not more than six (6) feet in width.~~

c. A detached garage that meets the side and rear setback requirements for the dwelling may contain a second story. Both stories may have provisions for water, waste, electricity and HVAC. The first story but shall not include any habitable spacesleeping quarters and may be not inhabited. The second story may contain a habitable space, but shall not contain kitchen facilities. {Any related occupancy permit issuedshall so state.}

e. A detached carport that meets the side and rear setback requirements for the dwelling may contain a second story. The first story shall not have provisions for any utilities except electricity. The second story may have provisions for water, waste, electricity and HVAC, and may contain a habit-

~~able space but shall not contain kitchen facilities but shall not include sleeping quarters and may be not inhabited. [Any occupancy permit issued shall so state.]~~

~~df. A detached garage or carport that meets the side and rear setback requirements for the dwelling main building may be connected to the dwelling main building by an enclosed ground level walkway or an elevated bridgeway to a second floor. If the walkway or bridgeway exceeds six (6) [10? feet] in width, the garage or carport shall be deemed part of the dwelling main building.~~

~~eg. -A detached garage that meets the rear and side setback requirements for the dwelling may contain an attic and such attic may contain one (1) or more habitable spaces within the attic volume created by the roofline. The habitable space thus created may not exceed thirty-five (35) percent of the square footage of the story below.~~

~~f. An open air kitchen may be attached to the outside wall of a garage, so long as it is not visible to public view from the street of address.~~

~~11:06 RESIDENTIAL RESIDENTIAL ACCESSORY USE: An residential residential-accessory use may only shall be conducted on a lot that has the same lot occupied by a dwelling, nguni shall not involve the conduct of a business or the use of an assistant or employee, and the address shall not be advertised as a business.~~

#### 11:07 ACCESSORY BUILDING.

~~11:07.01-Use: a. An accessory building shall not be designed, constructed, or occupied for use or used for as as a (1) a habitable space, (2) a business, commercial, or an industrial purpose, ial purpose or (2) a rental space.~~

~~b. An accessory building that does not meet the side and rear setback requirements for the dwelling shall not contain a second story. The first story may have provisions for water, waste, electricity and HVAC, and may contain a habitable space, including open-air kitchen facilities. Any related occupancy permit shall so state.~~

**Commented [4]:**  
we are looking for legal input on what we can disallow, e.g. advertising, if we allow some business to be conducted in the home (as allowed by 11:05

c. An accessory building that meets the side and rear setback requirements for the dwelling may contain a second story. Each story may have provisions for water, waste, electricity and HVAC. The second story may contain a habitable space but may not contain kitchen facilities. The first story may contain a habitable space and may contain open-air kitchen facilities. Any related occupancy permit shall so state.

d. An accessory building that meets the rear and side setback requirements for the dwelling may contain an attic and such attic may contain one (1) or more habitable spaces within the attic volume created by the roofline. The habitable space thus created may not exceed thirty-five (35) percent of the square footage of the story below.

11:07.02 Location: No wall of an accessory building or projection thereof shall be less than three (3) feet from the ~~the~~ an outside wall of the dwelling-main building. ~~An accessory building, including any projection thereof, that is less than three (3) feet from the outside wall of the dwelling main building shall be deemed to be attached to part of the dwelling main building. An accessory building may be connected to the main building by an open-sided walkway covering not exceeding six (6) feet in width. An accessory building may be connected to the main building by an open-sided walkway covering sidewalk that may have a cover not exceeding in six (6) feet in width.~~

~~11:07.03 : An accessory building that meets the side and rear setback requirements for the main building may contain a second story. The accessory building shall not contain sleeping quarters and shall not be inhabited, but may have provisions for water, waste, electricity and HVAC, and may contain open-air kitchen facilities. [Any occupancy permit issued shall state that the space may not be inhabited.]~~

~~An accessory building that meets the side and rear setback requirements for the main building may contain an attic and such attic may contain one (1) or more habitable spaces within the attic volume created by the roofline. The habitable space thus created may not exceed thirty five (35) percent of the square footage of the story below.~~

11:07.034 Access:

a. External access to the second story or attic space of an accessory building shall not be visible to public view from the street of address.

b. An accessory building that meets the side and rear setback requirements for the dwellingmain building may be connected to the dwellingmain building by an enclosed ground level walkway or an elevated bridgeway to a second floor. If the walkway or bridgeway exceeds six (6) [10? feet] in width, the accessory building garage or carport shall be deemed part of the dwelling-main building. may be connected to the main building by an enclosed ground level walkway or an elevated bridgeway to a second floor.

c. An accessory building that does not meet the rear setback requirements for the dwellingmain building may be connected to the dwellingmain building by an open-sided walkway cover not more than six (6) feet in width.

11:11.04 Removal of ~~T~~temporary ~~F~~fences: Construction site protective fencing shall be removed when the construction permit expires. A fence installed for purposes other than construction and is not intended to be permanent shall be removed in 30 days from installation or notification by City.

#### 11:12 POOL

11:12.01 Location: No part of a pool shall be placed closer to a street right-of-way than the ~~dwelling-main building~~ain building on the lot on which it is situated, nor closer than eight (8) feet to any side ~~property~~let line than the side setback line, nor closer ten (10) feet from to the rear propertylet line than ten (10) feet.; All measurements shall be taken from the back of the top beam of the pool.

#### 11:14.01 CARPORT:

a. A carport shall not be constructed in front of the dwellingmain building.

b. If attached to the dwellingmain building, a carport shall be a component part of, a continuation of, and of the same construction as the dwellingmain building. If not attached to the dwellingmain building, a carport shall meet the placement requirements of a detached garage.

c. Items stored in a carport (other than vehicles) may not be habitually visible to public view from the street.

11:14.02 Attached carport: a. Doorway or hallway access to a second story above an attached carport shall be enclosed and through the dwelling to which it is attached.

b. An attached carport may contain one (1) or more habitable spaces within the attic volume created by the roofline. The habitable space thus created may not exceed thirty-five (35) percent of the square footage of the story below.

11:14.03 Detached carport: a.

a. A detached carport that does not meet the rear setback requirements for the dwelling shall not exceed one (1) story and shall not have provisions for any utilities except electricity hose bib.

b. A detached carport that does not meet the rear setback requirements for the dwelling may be connected to the dwelling by an open-sided walkway cover not more than six (6) feet in width.

c. A detached carport that meets the side and rear setback requirements for the dwelling may contain a second story. The first story shall not have provisions for any utilities except electricity hose bib. The second story may have provisions for water, waste, electricity and HVAC, and may contain a habitable space, but shall not contain kitchen facilities. [Any related occupancy permit issued shall so state.]

d. A detached carport that meets the side and rear setback requirements for the dwelling may be connected to the dwelling by an enclosed ground level walkway or an elevated bridgeway to a second floor. If the walkway or

bridgeway exceeds six (6) feet in width, the ~~garage or carport~~ shall be deemed an attached carport.

e. A detached carport that meets the rear and side setback requirements for the ~~dwelling main building~~ may contain an attic and such attic may contain one (1) or more habitable spaces within the attic volume created by the roofline. The habitable space thus created may not exceed thirty-five (35) percent of the square footage of the story below.

f. An open air kitchen may be attached to an outside wall of a carport, so long as it is not visible to the public from the street of address.

[SUGGESTED CHANGES TO HABITABILITY SECTIONS OF ORDINANCE]

02:A-03 Attic: Attic shall mean that unfinished portion of a building, not a story, that is directly under the roof.

02:C-03 Carport: "Carport" shall mean a roofed structure that is open on at least two (2) sides and designed for the primary purpose of sheltering the residents' vehicles.

Carport, attached: "Attached carport" shall mean a carport any part of which is less than three (3) feet from an outside wall of the dwelling.

Carport, detached: "Detached carport" shall mean a carport which is not an attached carport. No part of a detached carport shall be less than three (3) feet from an outside wall of the dwelling.

02:D-01 Dwelling: "Dwelling" shall mean a building which contains one "Dwelling Unit".

02:D-02 Dwelling unit: "Dwelling unit" shall mean a single unit providing complete independent living facilities for a family including permanent provisions for living, sleeping, eating, cooking and sanitation.

02:F-01 Family: A "family" shall mean one (1) or more persons occupying a dwelling unit and living there as a single housekeeping unit, as distinguished from a group occupying a boarding house, lodging house, club, fraternity or sorority house, motel, hotel, apartment, duplex or multi-family dwelling.

02:G-01 Garage: "Garage" shall mean a building or portion of a building that has 3 walls and a door and is designed for the main purpose of storing the residents' vehicles.

02:G-02 Garage, attached: "Attached garage" shall mean a garage with an outside wall that is less than three (3) feet from an outside wall of the main building.

02:G-03 Garage, detached: "Detached garage" shall mean a garage which is not an attached garage. If a wall of a detached garage is less than three (3) feet from an outside wall of the main building, the garage shall be deemed an attached garage.

02:H-01 Habitable space: "Habitable space" shall mean a space that meets the requirements of the City Building Codes for some living purpose such as sleeping, cooking, or dining but does not constitute a dwelling unit. Such places as closets, pantries, bath or toilet rooms, hallways, laundries, storage spaces, utility rooms and similar places shall not be considered habitable spaces for purposes of these ordinances.

02:S-08 Story: "Story" shall mean that portion of a building between the surface of any floor and the surface of the floor next above, except that the topmost story shall be that portion of a building between the surface of the topmost finished floor and the ceiling above. If the finished floor level directly above a usable or unused under-floor space is more than six (6) feet above finished grade for more than fifty (50) percent of the total perimeter or is more than twelve (12) feet above finished grade at any point, such usable or unused under-floor space shall be considered a story.

Notwithstanding the foregoing:

- a. An attic space that is not a habitable space but that has a finished floor shall not be considered a story, and
- b. A habitable space in the attic that constitutes 35% or less of the square footage of the story below shall not be considered a story.

11:02.04 Attic: The attic of a building may contain one or more habitable spaces within the attic volume created by the roofline. The roofline of an existing two (2) story building may not be changed to accommodate a habitable space except that dormers may be added. A habitable space in the attic of a two (2) story building may not exceed thirty-five (35) percent of the square footage of the second story or second half story of the building in which it is contained.

### 11:03 DWELLING UNIT

11:03.01 One dwelling unit: No more than one dwelling unit shall be constructed on any residential lot. The dwelling unit shall be contained in the main building on the lot.

11:03.02 Net building area: The net building area shall not exceed forty percent (40%) of the lot area.

11:03.03 Total floor area: The total floor area of a dwelling shall not be less than fourteen-hundred (1400) square feet.

11:03.04 Multi-story area: The net building area of the ground floor of any one and a half or two story dwelling shall be not less than one thousand (1000) square feet.

### 11:04 GARAGE

11:04.01 Required: Every lot with a dwelling shall have a garage.

11:04.02 Size: One garage on a lot shall be at least four hundred (400) square feet. The total combined square footage of all garages and carports on a lot shall not exceed one thousand two hundred (1,200) square feet.

11:04.03 Garage entrance: The entrance to a garage that is constructed in front of the dwelling to which the garage is attached shall be perpendicular to the street of address.

11:04.04 Attached garage: a. Doorway or hallway access to a second story above an attached garage shall be enclosed and through the dwelling to which it is attached.

b. An attached garage may contain one (1) or more habitable spaces within the attic volume created by the roofline. The habitable space thus created may not exceed thirty-five (35) percent of the square footage of the story below.

11:04.05 Detached: a. A detached garage that does not meet the setback requirements for the dwelling shall not exceed one (1) story. The space

above the ground floor shall not have provisions for any utilities except electricity. The ground floor may have provisions for water, waste, electricity and HVAC but shall not include a habitable space. Any related occupancy permit shall so state.

b. A detached garage that does not meet the rear setback requirements for the dwelling may be connected to the dwelling by an open-sided walkway cover not more than six (6) feet in width.

c. A detached garage that meets the side and rear setback requirements for the dwelling may contain a second story. Both stories may have provisions for water, waste, electricity and HVAC. The first story shall not include any habitable space. The second story may contain a habitable space, but shall not contain kitchen facilities. Any related occupancy permit shall so state.

d. A detached garage that meets the side and rear setback requirements for the dwelling may be connected to the dwelling by an enclosed ground level walkway or an elevated bridgeway to a second floor. If the walkway or bridgeway exceeds [6 feet] in width, the garage shall be deemed part of the dwelling.

e. A detached garage that meets the rear and side setback requirements for the dwelling may contain an attic and such attic may contain one (1) or more habitable spaces within the attic volume created by the roofline. The habitable space thus created may not exceed thirty-five (35) percent of the square footage of the story below.

f. An open air kitchen may be attached to the outside wall of a garage, so long as it is not visible to public view from the street of address.

11:06 ACCESSORY USE: An accessory use may only be conducted on a lot that has a dwelling, shall not involve the use of an assistant or employee, and the address shall not be advertised as a business.

**Commented [1]:**  
we are looking for legal advice on what we can disallow, e.g., advertising the business with the home address

11:07 ACCESSORY BUILDING.

11:07.01 Use: a. An accessory building shall not be designed, constructed, occupied or used for (1) an industrial purpose, or (2) a rental space.

b. An accessory building that does not meet the side and rear setback requirements for the dwelling shall not contain a second story. The first story may have provisions for water, waste, electricity and HVAC, and may contain a habitable space, including open-air kitchen facilities. Any related occupancy permit shall so state.

c. An accessory building that meets the side and rear setback requirements for the dwelling may contain a second story. Each story may have provisions for water, waste, electricity and HVAC. The second story may contain a habitable space but may not contain kitchen facilities. The first story may contain a habitable space and may contain open-air kitchen facilities. Any related occupancy permit shall so state.

d. An accessory building that meets the rear and side setback requirements for the dwelling may contain an attic and such attic may contain one (1) or more habitable spaces within the attic volume created by the roofline. The habitable space thus created may not exceed thirty-five (35) percent of the square footage of the story below.

11:07.02 Location: No wall of an accessory building or projection thereof shall be less than three (3) feet from an outside wall of the dwelling. An accessory building, including any projection thereof, that is less than three (3) feet from an outside wall of the dwelling shall be deemed to be attached to the dwelling.

11:07.03 Access:

a. External access to the second story of an accessory building shall not be visible to public view from the street of address.

b. An accessory building that meets the side and rear setback requirements for the dwelling may be connected to the dwelling by an enclosed ground level walkway or an elevated bridgeway to a second floor. If the walkway or bridgeway exceeds six (6) feet in width, the building shall be deemed part of the dwelling.

c. An accessory building that does not meet the rear setback requirements for the dwelling may be connected to the dwelling by an open-sided walkway cover not more than six (6) feet in width.

11:11.04 Removal of temporary fences: Construction site protective fencing shall be removed when the construction permit expires. A fence installed for purposes other than construction and is not intended to be permanent shall be removed in 30 days from installation or notification by City.

#### 11:12 POOL

11:12.01 Location: No part of a pool shall be placed closer to a street than the dwelling on the lot on which it is situated, nor closer to any side property line than the side setback line, nor closer to the rear property line than ten (10) feet. All measurements shall be taken from the back of the top beam of the pool.

#### 11:14.01 CARPORT:

a. A carport shall not be constructed in front of the dwelling.

b. If attached to the main building, a carport shall be a component part of, a continuation of, and of the same construction as the main building. If not attached to the main building, a carport shall meet the placement requirements of a detached garage.

c. Items stored in a carport (other than vehicles) may not be habitually visible to public view from the street.

11:14.02 Attached carport: a. Doorway or hallway access to a second story above an attached carport shall be enclosed and through the dwelling to which it is attached.

b. An attached carport may contain one (1) or more habitable spaces within the attic volume created by the roofline. The habitable space thus created may not exceed thirty-five (35) percent of the square footage of the story below.

11:14.03 Detached carport: a. A detached carport that does not meet the rear setback requirements for the dwelling shall not exceed one (1) story and shall not have provisions for any utilities except electricity hose bib.

b. A detached carport that does not meet the rear setback requirements for the dwelling may be connected to the dwelling by an open-sided walkway cover not more than six (6) feet in width.

c. A detached carport that meets the side and rear setback requirements for the dwelling may contain a second story. The first story shall not have provisions for any utilities except electricity hose bib. The second story may have provisions for water, waste, electricity and HVAC, and may contain a habitable space, but shall not contain kitchen facilities. Any related occupancy permit shall so state.

d. A detached carport that meets the side and rear setback requirements for the dwelling may be connected to the dwelling by an enclosed ground level walkway or an elevated bridgeway to a second floor. If the walkway or bridgeway exceeds six (6) feet in width, the carport shall be deemed an attached carport.

e. A detached carport that meets the rear and side setback requirements for the dwelling may contain an attic and such attic may contain one (1) or more habitable spaces within the attic volume created by the roofline. The habitable space thus created may not exceed thirty-five (35) percent of the square footage of the story below.

f. An open air kitchen may be attached to an outside wall of a carport, so long as it is not visible to the public from the street of address.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
	Total Number of Incidents 2021			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 2021 Calls are:	Fire Alarms	% of Fire Calls	
												Fire	EMS		
Bunker Hill Village	19	10	29	5	2:31	100%	6:50	100%	1	6:50	100%	66%	34%	10	53%
Hedwig Village	10	21	31	12	2:48	100%	2:48	100%	3	3:13	100%	32%	68%	3	30%
Hilshire Village	0	10	10	5	3:13	100%	5:59	100%	0		100%	0%	100%	0	0%
Hunters Creek Village	19	19	38	9	3:53	100%	5:17	100%	3	3:21	100%	50%	50%	11	58%
Piney Point Village	19	14	33	6	4:34	100%	4:19	100%	1	4:34	100%	58%	42%	8	42%
Spring Valley Village	22	12	34	6	1:25	100%	3:34	100%	3	4:06	100%	65%	35%	4	18%
Houston	13	0	13												
<b>Totals</b>	<b>102</b>	<b>86</b>	<b>188</b>	<b>43</b>	<b>3:04</b>	<b>100%</b>	<b>4:47</b>	<b>100%</b>	<b>11</b>	<b>4:24</b>	<b>100%</b>	<b>54%</b>	<b>46%</b>	<b>36</b>	<b>33%</b>

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.

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.	
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.	

CITY OF HILSHIRE VILLAGE  
COMPLAINT FORM

Date Notified	Person Taking Call	Resident Reporting Problem	Complaint/Issue	Address of Concern	Action	Results	Date Resolved
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. City Arborist reported that the tree appears to have been struck by lightning and possibly has a beetle infestation. She said to watch for the pine needles to turn brown to indicate if the tree will need to be cut down. Cassie informed the caller of the findings.	1/26/2021
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	Son of the owners responded that they moved the trash cans and removed the debris. He said his parents are elderly and they get some roadway debris from Wirt, but he will be more attentive. Cassie responded advising to reach out to the City if they ever need help.	1/19/2021
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.	Owners responded that it was originally supposed to be collected by WCA, but after they learned that construction materials will not be collected they obtained a quote. Materials have been removed.	1/20/2021
1/19/21	Susan Blevins	Jay Fort	AT&T solicitors came to his door and are in the area.	Glourie Circle	Company did not have permit to solicit.	Susan asked SVPD to contact the solicitors and advise them to leave as they don't have a current permit to be going door to door.	1/19/2021
1/19/21	Cassie Stephens	Cassie Stephens	Realtor and open house signs in the right of way.	Wirt & Ridgeley, Wirt median, Wirt & Hilshire Villas entry	Cassie removed the signs from the Hilshire Village side (2) and relocated one to the inside of the stop sign at Wirt from Hilshire Villas. Left the one in the median because traffic was unsafe.	Also checked inside the subdivision for more signs and saw the realtor's car. Called and was able to meet with her to give her the signs and explain the rules. She was thankful and understands what is needed. Also had her remove one realtor sign in the front yard of the address that was a duplicate.	1/20/2021
1/21/21	Cassie Stephens	Anonymous	While jogging she saw the garbage team put garbage and recycling together in the same truck, and has seen it before.	Hilshire Village	Cassie emailed Luis with WCA to ask if the garbage and recycling is being combined for some reason.	Luis responded with screenshots of the GPS tracking of both trucks in the City at different locations. He said there is no reason to combine garbage and trash.	1/21/2021

CITY OF HILSHIRE VILLAGE  
COMPLAINT FORM

Date Notified	Person Taking Call	Resident Reporting Problem	Complaint/Issue	Address of Concern	Action	Results	Date Resolved
2/2/21	Cassie Stephens	Deborah Luik	Rear neighbors were having a party in the backyard with loud music and yelling profanities. She measured the volume level through an app on her phone but found no ordinance for Hilshire Village defining what level was acceptable. She is suggesting that a basic ordinance be adopted before it becomes a problem.	1 Pine Creek Ln	Cassie said she would research the two ordinances that the homeowner had found, City of Houston and recently City of Bunker Hill and present to Council.		
2/1/21	Susan Blevins	Mary Beth Burrow	Garbage was not taken today.	9 Hickory Shadows	Susan emailed Luis asking for them to come back.	2/2 The homeowner called back asking if they will be coming to collect the garbage. Cassie called Luis who said they would be there in the early afternoon.	2/2/2021
2/3/21	Cassie Stephens	Allan Torregossa	Said the garbage men are not going behind the gate to pick up the garbage like they always have.	9 Hickory Shadows	I advised that the contract states that they are supposed to collect cans from the top of the driveway and should not be going through any doorways or gates. I said if they have been doing that then it was a courtesy but technically against the contract. The "back door pickup" language is misleading and new crew members don't know where everyone stores their cans.	He said he would advise the tenant to move the can to the front for Thursday collection.	2/3/2021
2/4/21	Cassie Stephens	Robert Byrne	Green and blue paint marking the road and catch basin in his yard and across the street.	1305 & 1306 Bridle Spur	CenterPoint Gas is changing out a gas line	Susan explained	2/5/2021
2/5/21	Susan Blevins	Sushanta Ghosh	They are still getting electronic billing notifications from Inframark. Susan has previously requested Inframark stop the e-mail notices but was told the homeowner had to do it themselves.	7922 Hilshire Green	Susan reminded the homeowner that they need to log in online to change the settings.		2/5/2021
2/8/21	Cassie Stephens	Cassie Stephens	Saw people moving what appeared to be chairs and shelving into the building,	8373 Westview	Cassie sent an email to the organization's contact reminding him that the building is not to be used for any purposes until it has passed building and fire code inspections.	Contact confirmed that he received the message but did not offer details on the items that were moved inside.	2/9/2021

Reporting Period 1st Quarter FYE 2021 (using actual bank statements)

Values as of 31-Dec-20

<u>Investments</u>			<u>Market Value as of 9/30/20</u>	<u>% Int</u>	<u>Market Value as of 12/31/20</u>	<u>Maturity</u>	<u>Account Name</u>
Petty Cash					\$250.00		Operating
Checking Account	2500702761	Amegy Bank	\$101,148.64	0.01%	\$128,163.55		General Operating Fund
Checking Account	3692515	Amegy Bank	\$664.92	0.01%	\$122,866.59		Debt Service Account
Checking Account	2500702795	Amegy Bank	\$384,842.82	0.01%	\$390,596.07		Utility Fund
<b>Total Checking Accounts</b>			<b>\$486,656.38</b>		<b>\$641,876.21</b>		
Savings Account	2500702803	Amegy Bank	\$204,026.14	0.01%	\$280,479.33		Savings Metro 1
Savings Account	2500702787	Amegy Bank	\$212,841.81	0.01%	\$321,241.59		General Fund
Savings Account	53740293	Amegy Bank	\$6,003.59	0.01%	\$6,003.67		Child Safety
<b>Total Savings Account</b>			<b>\$422,871.54</b>		<b>\$607,724.59</b>		
CDARS		Amegy Bank	\$1,000,000.00	0.06%	\$1,000,000.00	12/9/2021	General Fund
Interest Accrued					\$36.14		
<b>Total CD's</b>			<b>\$1,000,000.00</b>		<b>\$1,000,036.14</b>		
Tex Pool		Tex Pool	\$57,050.88	0.01%	\$57,067.50		Metro # 1
<b>Total Tex Pool</b>			<b>\$57,050.88</b>		<b>\$57,067.50</b>		
<b>Total Investments</b>			<b>\$1,966,578.80</b>		<b>\$2,306,704.44</b>		

These investments are in compliance with the investment policy of the City of Hilshire Village  
 And with the relevant provisions of Chapter 2256 of the Texas Government Code.

**Susan Blevins**      **1/29/2021**

## Disbursements Presented to Council 2/16/2021

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PROFESSIONAL SERVICE:	GEN FUND	UTILITY	METRO	ANT NOTE
Amegy Credit Card	\$ 526.60			
Olson & Olson	\$ 1,973.50			
BBG Consulting	\$ 2,750.00			
Municode	\$ 1,195.00			
HDR Engineering	\$ 5,112.88	\$ 5,772.86		
Texas 811		\$ 17.10		
USIC		\$ 278.10		
Inframark		\$ 7,353.58		
<b>TOTAL</b>	<b>\$ 11,557.98</b>	<b>\$ 13,421.64</b>	<b>\$ -</b>	<b>\$ -</b>

## ACCOUNT SUMMARY

Account Number	xxxx xxxx xxxx 1719	Previous Balance	\$1,927.18
Credit Limit	\$2,000.00	Payments	\$1,927.18
Available Credit	\$1,473.00	Credits	\$0.00
Statement Closing Date	February 04, 2021	Purchases	\$526.60
Payment Due Date	February 24, 2021	Other Charges	\$0.00
Amount Past Due	\$0.00	Cash Advances	\$0.00
Min Payment Due	\$30.00	Finance Charges	\$0.00
Days in Billing Cycle	29	New Balance	\$526.60

TOTAL \*FINANCE CHARGE\* PAID IN 2020 \$0.00

## TRANSACTIONS

Trans Date	Post Date	Reference Number	Transaction Description	Amount
01/08	01/08	74768000ABKDRVDGX	PAYMENT - THANK YOU	-\$1,091.92
01/13	01/13	24692160D2Y1XB7VK	MERRY MAIDS HOUSTON 713-364-0094 TX <b>56520</b>	\$92.01
01/19	01/19	24377350L00021PQE	TEXAS MUNICIPAL CLERKS AS940-5653488 TX <b>56515</b>	\$300.00
01/22	01/22	24137460P2XA1GNS7	OFFICEMAX/DEPOT 6288 HOUSTON TX <b>56540</b>	\$42.58
01/22	01/22	74768000RBKDRYM2	PAYMENT - THANK YOU	-\$835.26
01/27	01/27	24692160V2XKQ7JJ2	MERRY MAIDS HOUSTON 713-364-0094 TX <b>56520</b>	\$92.01

Finance Charge Summary	Daily Periodic Rate (May Vary)	Total Finance Charge	Balance Subject to Finance Charge	Annual Percentage Rate
Purchase	0.02533%	\$0.00	\$0.00	9.25%
Cash Advances	0.03629%	\$0.00	\$0.00	13.25%

See Reverse Side for Important Information About Your Account.

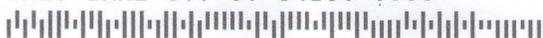
5543 0001 BAH 3 7 4 210204 0 PAGE 1 of 2 12 5398 0000 ABBS 01AA5543 2411

P O BOX 30833  
SALT LAKE CITY UT 84130-0833

For prompt credit, mail payment to location shown below.  
Payment sent to any other location may delay crediting your account.  
Please detach this portion and return it with your payment to ensure proper credit.

Make Checks Payable to :

BANKCARD CENTER  
PO BOX 30833  
SALT LAKE CTY UT 84130-0833



## PAYMENT INFORMATION

Account Number	xxxx xxxx xxxx 1719
Payment Due Date	02/24/21
New Balance	\$526.60
Minimum Payment Due	\$30.00
Past Due Amount	\$0.00
Cash Enclosed	
Total Payment Amount	\$

SUSAN BLEVINS  
CITY OF HILSHIRE VIL  
8301 WESTVIEW DR  
HOUSTON TX 77055-6737



2411  
9201

⑆5066 0000⑆53980000000011719⑆

# RECEIPT



**Date:** 02/12/2021  
**Work Order No:** WO-64326650

10611 Harwin Dr. Suite 400  
Houston, TX 77036  
713-541-4167  
custsrv4411@merrymaids.net

**BILL TO:**  
CASSIE STEPHENS  
8301 WESTVIEW DR  
HOUSTON, TX 77055-6743

**Service Address:**  
Cassie Stephens  
8301 Westview Dr  
Houston, TX 77055-6743

*56520 - City Hall Operations*

Description of Service	Service Date	Fee Amount
Regular Cleaning	01/11/2021	\$92.01
	Sales Tax	\$0.00
	Total Amount	\$92.01
	Amount Received	\$92.01

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**From:** Auto-Receipt <noreply@mail.authorize.net>  
**Sent:** Tuesday, January 19, 2021 10:11 AM  
**To:** Susan Blevins  
**Subject:** Transaction Receipt from Texas Municipal Clerks Association Inc for \$300.00 (USD)

Order Information

Description: Time: 2021-01-19 10:10:29 EVENT\_REGISTRATION: VIRTUAL ATTENDANCE: TMCCP  
Election Law Seminar: Zoom, Jan 28-29 ID: 12383 EMAIL:  
cassie.stephens@hilshirevillagetexas.com NEON Account ID: 11973

*Cassie*

Billing Information

Susan Blevins  
77055  
cassie.stephens@hilshirevillagetexas.com

Shipping Information

**Total: \$300.00 (USD)**

Payment Information

Date/Time: 19-Jan-2021 10:10:29 CST  
Transaction ID: 62803252446  
Payment Method: Visa xxxx1719  
Transaction Type: Purchase  
Auth Code: 019494

*56515-education*

Merchant Contact Information

Texas Municipal Clerks Association Inc  
Denton, TX 76207  
US  
peggy.burnside@unt.edu

# Office DEPOT OfficeMax<sup>®</sup>

HOUSTON - (713) 932-9268

01/22/2021 4:04 PM



VPVTUPPPXM55R86FM

SALE	6288-1-9566-955265-20.12.2	
5072277 W2, ENV, 10PK		21.79 SS
9447837 1099NEC, 25PK		20.79 SS
Subtotal:		42.58
Sales Tax:		0.00
Total:		42.58
Visa 1719:		42.58

AUTH CODE 022802

TDS Chip Read

AID A0000000031010 VISA CREDIT

TVR 8000008000

CVS No Signature Required

Tax Exemption Number 000201916437

This is a legacy Office Max account  
and will expire at the end of the year.

Please submit a new Tax Exempt

Application and Tax Exemption

Certificate to receive a new number.

Shop online at [www.officedepot.com](http://www.officedepot.com)

\*\*\*\*\*

**WE WANT TO HEAR FROM YOU!**

Visit [survey.officedepot.com](http://survey.officedepot.com)

and enter the survey code below:

**Y5Z6 CFKG J3E4**

\*\*\*\*\*

\$42.58 W2 and 1099 forms

56540 - Office supplies

# RECEIPT



**Date:** 02/12/2021  
**Work Order No:** WO-64589142

10611 Harwin Dr. Suite 400  
Houston, TX 77036  
713-541-4167  
custsrv4411@merrymaids.net

**BILL TO:**  
CASSIE STEPHENS  
8301 WESTVIEW DR  
HOUSTON, TX 77055-6743

**Service Address:**  
Cassie Stephens  
8301 Westview Dr  
Houston, TX 77055-6743

50520 - City Hall Operations

Description of Service	Service Date	Fee Amount
Regular Cleaning	01/25/2021	\$92.01
	Sales Tax	\$0.00
	Total Amount	\$92.01
	Amount Received	\$92.01

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**Olson & Olson LLP**

Wortham Tower, Suite 600  
2727 Allen Parkway  
Houston, Texas 77019-2133  
(713) 533-3800

February 3, 2021

City of Hilshire Village  
8301 Westview Drive  
Houston, Texas 77055

Invoice No. 10430  
Our File No. 1057-00000  
Billing Through: 1/31/2021

**City of Hilshire Village**

Total Legal Services	\$1,973.50
Total Reimbursable Expenses	\$ .00
Net Balances Forward	\$ .00
Total Charges for this Bill	\$1,973.50
Total Balance Now Due	\$1,973.50

## Olson & Olson LLP

Wortham Tower, Suite 600  
2727 Allen Parkway  
Houston, Texas 77019-2133  
(713) 533-3800

February 3, 2021

City of Hilshire Village  
8301 Westview Drive  
Houston, Texas 77055

Invoice No. 10430  
Our File No. 1057-00000  
Billing Through: 1/31/2021

### City of Hilshire Village

Balance forward as of invoice 1/6/2021		\$1,185.00
Payments received since last invoice		(\$1,185.00)
Net Balance Forward		\$0.00

Date	Initials	Description	Hours	Rate	Amount
1/5/2021	LSB	Attention to right of way issues [.1].	0.10 hrs	250 / hr	25.00
1/12/2021	LSB	Email response to S. Blevins re investment policy [.1] receive email from S. Blevins re Public Information Act request - fire sprinkler; review documents re same; Telephone conference S. Blevins re same.	0.10 hrs	250 / hr	25.00
1/13/2021	LSB	Received email S. Blevins re Public Information Act request and nodes; attention to same [.1]; Telephone conference S. Blevins re same [.2].	0.30 hrs	250 / hr	75.00
1/13/2021	KR	Verizon Network Node Deployment Agreement, review and call with Derra.	3.00 hrs	180 / hr	540.00
1/14/2021	LSB	Attention to node ordinance [.2 - no charge]; review and comment on proposed agenda for S. Blevins [.1].	0.10 hrs	250 / hr	25.00
1/14/2021	KR	Call City Administrator - cell node agreement (Verizon).	0.25 hrs	180 / hr	45.00

1/14/2021	KR		1.75 hrs	180 / hr	315.00
		Begin drafting Ordinance to accompany cell node agreement.			
1/15/2021	KR		0.25 hrs	180 / hr	45.00
		Email City Administrator re: notice and timeframe; email Verizon to get locations of poles on map.			
1/15/2021	KR		1.00 hrs	180 / hr	180.00
		Draft Ordinance for Verizon cell node agreement in case it is needed.			
1/18/2021	LSB		0.10 hrs	250 / hr	25.00
		Email from S. Blevins re election; attention to same [.1].			
1/18/2021	KR		0.70 hrs	180 / hr	126.00
		Research requirement to contract with elections administrator (also 1/19).			
1/19/2021	LSB		1.60 hrs	250 / hr	400.00
		Attention to election issue [.1] prepare for and attend city council meeting by zoom [1.5].			
1/19/2021	KO		2.10 hrs	100 / hr	210.00
		Host Zoom Regular City Council Meeting; email to City Secretary forwarding Zoom recording of same.			
1/19/2021	KR		0.25 hrs	180 / hr	45.00
		Call City Administrator - Verizon small cell node agreement (notification to residents, plan to draft exec summary).			
1/19/2021	KR		0.25 hrs	180 / hr	45.00
		Call ES&S and confirm availability of contract for May election.			
1/20/2021	LSB		0:10 hrs	250 / hr	25.00
		Telephone conference S. Blevins regarding various matters [.1].			
1/20/2021	JN		0.30 hrs	100 / hr	30.00
		File 2021 Eminent Domain Report with Texas Comptroller's Office.			
1/20/2021	LW		0.10 hrs	100 / hr	10.00
		Hilshire21-001 (Danielle Martin Request) Review e-mail correspondence regarding PIR.			
1/22/2021	EF		0.10 hrs	225 / hr	22.50
		Telephone call to S. Blevins re: gathering responsive information for Public Information Act			

request concerning utilities maps, etc.

Total fees for this matter

\$2,213.50

Discount:

-240.00

Total

\$1,973.50

TX BBG Consulting, Inc.  
201 Westheimer Rd, Unit G  
HOUSTON, TX 77006 US  
832-656-7136  
accounting@bbgcode.com  
www.bbgcode.com



BBG CONSULTING, INC.

INVOICE

**BILL TO**

Susan Blevins  
City of Hilshire Village  
8301 Westview  
Houston, TX 77055

**INVOICE #** 2716

**DATE** 02/01/2021

**DUE DATE** 03/03/2021

**TERMS** Net 30

---

DATE	DESCRIPTION	#	RATE	FEE
01/31/2021	Building Official Services Monthly Contract	1	2,750.00	2,750.00

Please note our new mailing address

BALANCE DUE

**\$2,750.00**

TX BBG Consulting, Inc.  
201 Westheimer Rd, Unit G  
Houston, TX 77006



BBG CONSULTING, INC.

<b>Hilshire Village</b>				
<b>#</b>	<b>Permit</b>	<b>Date</b>	<b>Address</b>	<b>Inspection</b>
1	HV-20-059B	1/5/2021	1330 Glourie Dr	Nail Pattern
2	HV-20-034P	1/6/2021	7906 N Villa Ct	Shower Pan
3	HV-20-108E	1/6/2021	1315 Bridle Spur Ln	Electrical Panel / Meter Replacement
4	HV-20-007P	1/25/2021	1220 Archley	Swimming Pool Gas Underground, Gas Test/GTO
5	HV-20-059P	1/25/2021	1330 Glourie Dr	Plumbing Top-Out
6	HV-20-059M	1/27/2021	1330 Glourie Dr	Mechanical Cover
7	HV-21-003P	1/29/2021	1322 Pine Chase	Water Heater
8	HV-19-080M	1/29/2021	1220 Archley	2 hood vents
9	HV-20-059P	1/29/2021	1330 Glourie Dr	Plumbing top out
<b>PLAN REVIEW</b>				
1	1330 Glourie	New House		
2	1326 Glourie (Lot 4)	Resubmittal - New Home		
3	1101 Ridgeley Dr	Gravel Parking Pad		

# municode



P.O. Box 2235 Tallahassee, FL 32316  
info@municode.com • 800.262.2633

## INVOICE

**Bill To:**

Hilshire Village, Texas  
Susan Blevins  
8301 Westview  
Houston, TX 77055-

Invoice Number	00354419
Invoice Date	2/4/2021
PO Number	
Customer ID	10-12062
Payment Terms	Net 30

Quantity	Description	Unit Price	Extended Price
1	MYMUNICODE 2/1/2021 to 1/31/2022	\$1,195.000	\$1,195.00
			<b>Total Credit</b>
	LESS CREDIT ON ACCOUNT		\$0.00

Would you like to receive future invoices via email? Please send an email to [finance@municode.com](mailto:finance@municode.com) to enroll in emailed invoices! Please include your Customer ID and the email address(es) you would like to be included in future invoices.

**EFT Payment Instructions**

Bank Name: Hancock Whitney Bank  
ABA Routing Number: 0210-5205-3  
Account Number: 22937310  
Account Name: Municipal Code Corporation

**Check Payment Instructions**

Payee: Municode  
Mailing Address: PO Box 2235  
Tallahassee, FL 32316-2235  
FEIN: 59-0649026

Subtotal	\$1,195.00
Discount	\$0.00
Freight	\$0.00
Tax	\$0.00
<b>Total</b>	<b>\$1,195.00</b>



# Invoice

Please send remittance with copy of invoice to

**HDR, Inc.**

**US Engineering Accounts Receivable**

**P. O. Box 74008202**

**Chicago, IL 60674-8202**

[susan.blevins@hilshirevillagetexas.com](mailto:susan.blevins@hilshirevillagetexas.com)

City of Hilshire Village  
8301 Westview  
Houston, Texas 77055

Invoice No. **1200322707**  
Invoice Date 1/20/2021  
Month Ending 12/26/2020  
HDR Project No. 10205865 \$10,885.74  
Job No. 20-005

Attn: Ms. Susan Blevins

Professional Engineering Services provided to the City of Hilshire Village for on-going services.

Invoice for services from: 11/22/20 to 12/26/20

### **1220 Archley**

<u>Labor</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>		
Javier Vasquez	0.75	\$151.08	\$ 113.31		
Total:			\$ 113.31	Total This Invoice:	\$113.31

### **Miscellaneous Engineering**

<u>Labor</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>		
Efrain Him	5.00	\$247.24	\$ 1,236.20		
Efrain Him	2.00	\$254.69	\$ 509.38		
Printing: 0 + 10%			\$ -		
Mileage: @		\$ 0.575	\$ -		
Total:			\$ 1,745.58	Total This Invoice:	\$1,745.58

### **1210 Ridgeley**

<u>Labor</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>		
Efrain Him	3.00	\$247.24	\$ 741.72		
Javier Vasquez	1.00	\$139.87	\$ 139.87		
Mai Tran	0.25	\$95.71	\$ 23.93		
Total:			\$ 905.52	Total This Invoice:	\$905.52

### **1330 Glourie and Utility Service Taps**

<u>Labor</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>		
Efrain Him	0.50	\$247.24	\$ 123.62		
Efrain Him	1.00	\$254.69	\$ 254.69		
Javier Vasquez	2.00	\$139.87	\$ 279.74		
Javier Vasquez	0.50	\$151.08	\$ 75.54		
Total:			\$ 733.59	Total This Invoice:	\$733.59

### **7915 S. Villa Court**

<u>Labor</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>		
Efrain Him	1.50	\$247.24	\$ 370.86		
Mai Tran	1.50	\$95.71	\$ 143.57		
Javier Vasquez	1.25	\$139.87	\$ 174.84		
Total:			\$ 689.27	Total This Invoice:	\$689.27

### **1326 Glourie**

<u>Labor</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>		
Efrain Him	1.00	\$247.24	\$ 247.24		
Mai Tran	3.00	\$99.57	\$ 298.71		
Javier Vasquez	1.00	\$139.87	\$ 139.87		
Javier Vasquez	0.50	\$151.08	\$ 75.54		
Total:			\$ 761.36	Total This Invoice:	\$761.36

**1317 Bridle Spur**

<u>Labor</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Efrain Him	2.50	\$247.24	\$ 618.10
Javier Vasquez	2.00	\$139.87	\$ 279.74
Total:			\$ 897.84

Total This Invoice: \$897.84

**1322 and 1324 Pine Chase**

<u>Labor</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Efrain Him	11.00	\$247.24	\$ 2,719.64
Efrain Him	4.00	\$254.69	\$ 1,018.76
Javier Vasquez	5.25	\$139.87	\$ 734.32
Javier Vasquez	3.75	\$151.08	\$ 566.55
Total:			\$ 5,039.27

Total This Invoice: \$5,039.27

**TOTAL DUE THIS INVOICE: \$10,885.74**

**Engineering Service Codes (ESC):**

- 01 - Services Requested by Mayor
- 02 - Services Requested by Member of Council
- 03 - Third Party Requests Referred by City Secretary, City Attorney or Building Official
  - 03.1 - Code/Building Ordinance Clarifications
  - 03.2 - Public/Property Owner Requests for Information
  - 03.3 - Other Governmental Agency Requests for Information

**EFRAIN HIM**

<b>DATE</b>	<b>TASK</b>	<b>HOURS</b>
11/30/20	Coord w/ City on Water Meters Installation Quote for 1330 Glourie and Lots 2 and 4 (ESC 03 - SB)	0.50
11/30/20	Coord & Review of Quotes for 1322 Pine Chase Grove Sanitary Sewer Lateral Replacement (ESC 03 - SB)	2.00
12/1/20	Coord w/ HPS on Quote for 1322 Pine Chase Grove Sanitary Sewer Lateral Replacement (ESC 03 - SB)	1.00
12/1/20	Coord on CNP Permit Review for Roadway Excavation at 1210 Ridgeley (ESC 03 - SB)	0.50
12/3/20	Coord on 7915 South Villa Ct As-Built Drainage Plan Review (ESC 03 - SB)	0.50
12/3/20	Coord on CNP Permit Review for Roadway Excavation at 1210 Ridgeley (ESC 03 - SB)	1.00
12/4/20	Coord on 1317 Bridle Spur Prop Backyard Improvements (ESC 03 - SB)	1.50
12/8/20	Coord on City Purchase Order and Field Mtgs w/ HPS (Contractor) and Residents on 1322 Pine Chase Grove Sanitary Sewer Lateral Replacement (ESC 03 - SB).	2.00
12/10/20	Prep of Engineer's Report for Monthly City Council Mtg (ESC 01 - Mayor RH)	2.50
12/14/20	Coord on 1317 Bridle Spur Patio Improvements (ESC 03 - SB)	0.50
12/14/20	Coord on 1210 Ridgeley Gazebo (ESC 03 - SB)	0.50
12/14/20	Coord on 1322 Pine Chase Grove Sanitary Sewer Replacement Work (ESC 03 - SB)	1.00
12/15/20	Coord on 1326 Glourie Drainage Plan Review (ESC 03 - SB)	1.00
12/15/20	Coord & Mtg w/ City, BBG & Olson & Olson on 1210 Ridgeley Gazebo (ESC 03 - SB)	1.00
12/15/20	Prep and Attendance of Zoom Monthly City Council Mtg (ESC 01 - Mayor RH)	2.50
12/16/20	Coord on 1322 Pine Chase Grove Sanitary Sewer Replacement Work (ESC 03 - SB)	1.00
12/16/20	Coord on 7915 South Villa Circle As-Built Drainage Plan Review (ESC 03 - SB)	1.00
12/17/20	Coord on 1322 Pine Chase Grove Sanitary Sewer Replacement Work (ESC 03 - SB)	1.00
12/17/20	Coord on 1324 Pine Chase Grove Sanitary Sewer Service (ESC 03 - SB)	1.00
12/18/20	Coord on 1322 Pine Chase Grove Sanitary Sewer Replacement Work (ESC 03 - SB)	2.00
12/18/20	Coord on 1317 Bridle Spur Backyard Improvements (ESC 03 - SB)	0.50
12/21/20	Coord on 1322 Pine Chase Grove Sanitary Sewer Replacement Work (ESC 03 - SB)	1.00
12/22/20	Webex Mtg w/ City, Mr. Brock Griffiths (1324 Pine Chase Grove) and InfraMark on Reimbursement for Sanitary Sewer Service Repairs (ESC 03 - SB)	1.00
12/22/20	Coord on 1322 Pine Chase Grove Sanitary Sewer Replacement Work (ESC 03 - SB)	1.00
12/23/20	Coord on 1330 Glourie and Three (3) Empty Lots Water and Wastewater Services Restoration Work (ESC 03 - SB)	1.00
12/23/20	Coord on 1322 Pine Chase Grove Sanitary Sewer Replacement Work (ESC 03 - SB).	1.00
12/23/20	Coord w/ City and Review of Verizon Small Cell Node Plans (ESC 03 - SB)	2.00
<b>Total:</b>		<b>31.50</b>

**MAI TRAN**

<b>DATE</b>	<b>TASK</b>	<b>HOURS</b>
12/2/20	Coordinate with Contractor and CenterPoint on site restoration at 1210 Ridgeley (ESC 03 - SB)	0.25
12/15/20	7915 S Villa Ct As-Built Review (ESC 03 - SB)	1.50
12/23/20	1326 Glourie Drive Drainage Plan Review (ESC 03 - SB)	<u>3.00</u>
		<b>4.75</b>

**JAVIER VASQUEZ**

<b>DATE</b>	<b>TASK</b>	<b>HOURS</b>
11/23/20	ESC 03 - S. Blevins Glourie Drive Utility Taps Field Visit, construction coordination	1.50
11/25/20	ESC 03 - S. Blevins Glourie Drive Utility Taps construction coordination	0.50
12/2/20	ESC 03 - S. Blevins Coordination with CenterPoint Energy regarding repairs on 1210 Ridgeley Drive	0.50

12/3/20	ESC 03 - S. Blevins 7915 S. Villa Circle - As Built Drainage Plan Coordination with Contractor	0.50
12/4/20	ESC 03 - S. Blevins 1317 Bridle Spur resident coordination for proposed yard improvements	0.50
12/7/20	ESC 03 - S. Blevins 1317 Bridle Spur Ln - Resident coordination for backyard improvements	1.00
12/7/20	ESC 03 - S. Blevins Review and coordination of Friarcreek culvert restoration work, repair patch on Ridgeley Drive	0.50
12/8/20	ESC 03 - S. Blevins 1322 Pine Chase Sanitary Sewer Replacement - Field meeting and resident coordination	1.75
12/8/20	ESC 03 - S. Blevins 7915 S. Villa Circle As Built inspection	0.75
12/10/20	ESC 03 - S. Blevins 1322 Pine Chase Sanitary Sewer Replacement - Contractor coordination	0.50
12/11/20	ESC 03 - S. Blevins 1326 Glourie Drainage Plan Review and Coordination	0.50
12/14/20	ESC 03 - S. Blevins 1317 Bridlespur Lane resident coordination for backyard project drainage	0.50
12/15/20	ESC 03 - S. Blevins 1326 Glourie Drainage Plan Review and Coordination	0.50
12/16/20	ESC 03 - S. Blevins Construction for 1322 Pine Chase Sanitary Sewer Replacement	0.50
12/18/20	ESC 03 - S. Blevins Site visit for 1322 Pine Chase Sanitary Sewer Replacement	2.50
12/21/20	ESC 03 - S. Blevins 1322 Pine Chase Sewer Replacement - Site visit and coordination	2.50
12/22/20	ESC 03 - S. Blevins 1322 Pine Chase Sewer Replacement - Coordination with Contractor	0.50
12/22/20	ESC 03 - S. Blevins Glourie Drive Utility Taps - Coordination with Contractor	0.50
12/23/20	ESC 03 - S. Blevins 1322 Pine Chase Sewer Replacement - Site visit and coordination	0.75
12/23/20	ESC 03 - S. Blevins 1220 Archley Drive - Cover Inspection and Coordination	0.75
12/23/20	ESC 03 - S. Blevins 1326 Glourie Drive Drainage Plan	0.50
	<b>Total:</b>	<b>18.00</b>

Texas Excavation Safety System, Inc.  
PO Box 678058  
(972) 231-5497  
Dallas TX 75267



# Invoice

#21-01549

1/31/2021

## AMOUNT DUE

### Bill To

City of Hilshire Village  
Attn: Susan Blevins  
8301 Westview  
Houston TX 77055  
United States

# \$17.10

Due Date: 3/2/2021

Terms	Due Date	PO #	Additional Info	Status
Net 30	3/2/2021			Open

Quantity	Description	Rate	Amount
18	Message Fees for January 2021 / HLV	\$0.95	\$17.10

Total	\$17.10
<b>Amount Paid</b>	\$0.00
<b>Amount Due</b>	\$17.10



21-01549

Item 8.A.

USIC Locating Services, LLC  
 P.O. Box 715409  
 Cincinnati, OH 45271-5409  
 1-317-575-7849 - Office  
 USICBilling@usicl.com - Email



Invoice No: 417402

City of Hilshire Village TX  
 8301 Westview  
 Houston, TX 77055  
 Attn: Susan Blevins  
 Additional Info: HLV | TX

Date of Invoice: 1/31/21  
 Due Date: 3/2/21  
 Period: 1/1/21 - 1/31/21

Grouping	Description	Quantity	Rate	Total
HLV	Per Ticket	3	\$ 92.70	\$ 278.10
Grand Total			\$	278.10

**REMITTANCE UPDATE NEEDED: Please refer to final page of this invoice for further information.**



**Inframark, LLC**  
**2002 West Grand Parkway North, Suite 100**  
**Katy, Texas 77449**  
**(281) 578-4200**

<b>Client ID Number</b>	<b>1-00121</b>
-------------------------	----------------

<b>Invoice Number</b>	<b>1132010</b>
<b>Invoice Date</b>	<b>1/30/2021</b>
<b>Due Date</b>	<b>3/1/2021</b>

**To: City of Hilshire Village**  
**Utility Department**  
**Hilshire Utilities**  
**8301 Westview**  
**Houston, Texas 77055**

---

<b>Service Description</b>	<b>Total</b>
<b>Maintenance Services</b>	<b>\$7,353.58</b>

---

<b>Subtotal</b>	<b>\$7,353.58</b>
<b>Sales Tax</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$7,353.58</b>

**Please Pay This Amount**

**Remit To: Inframark, LLC**  
**P.O. Box 733778**  
**Dallas, Texas 75373-3778**

***Please include the Project ID and the Invoice Number on the check stub of your payment.***

INFRAMARK, LLC

30 Jan 2021 07:51:46PM CST

DISTRICT : CITY OF HILSHIRE VILLAGE

Go Green! Think before you print.

INVOICE NO. 1132010 - SUMMARY

INVOICE DATE: 1/30/2021

Work Type / Sub Category	Equipment Costs	Labor Costs	Materials/Other Service Costs	Sales Tax Total	Total Costs
<b>Maintenance, Lift Station</b>					
<b>LS1</b>					
General Maintenance & Repairs	\$28.00	\$144.19	\$0.09	\$0.00	\$172.28
Preventative Maintenance	\$474.52	\$407.40	\$16.21	\$0.00	\$898.13
<b>LS1 Total</b>	<b>\$502.52</b>	<b>\$551.59</b>	<b>\$16.30</b>	<b>\$0.00</b>	<b>\$1,070.41</b>
<b>LS Total</b>	<b>\$502.52</b>	<b>\$551.59</b>	<b>\$16.30</b>	<b>\$0.00</b>	<b>\$1,070.41</b>
<b>Maintenance, Sewer</b>					
General Maintenance & Repairs	\$24.00	\$71.41	\$0.87	\$0.00	\$96.28
<b>MS Total</b>	<b>\$24.00</b>	<b>\$71.41</b>	<b>\$0.87</b>	<b>\$0.00</b>	<b>\$96.28</b>
<b>Maintenance, Water</b>					
General Maintenance & Repairs	\$504.00	\$2,359.72	\$83.07	\$0.00	\$2,946.79
Lab Fees or Laboratory Sampling	\$0.00	\$0.00	\$343.20	\$0.00	\$343.20
Subcontract Services	\$0.00	\$0.00	\$2,896.91	\$0.00	\$2,896.91
<b>MW Total</b>	<b>\$504.00</b>	<b>\$2,359.72</b>	<b>\$3,323.18</b>	<b>\$0.00</b>	<b>\$6,186.90</b>
<b>Invoice Total</b>	<b>\$1,030.52</b>	<b>\$2,982.72</b>	<b>\$3,340.34</b>	<b>\$0.00</b>	<b>\$7,353.58</b>

Work Type / Sub Category	Date Complete	WO Number	Address	Task Details	Equipment Costs	Labor Costs	Materials/Other Service Costs	Sales Tax Total	Total Costs	B/C
<b>Maintenance, Lift Station</b>										
<b>LS1</b>										
General Maintenance & Repairs										
	12/19/2020	2424827	COHV District Area	Investigate a Problem at a Lift Station; hi wet well level	\$8.00	\$64.21	\$0.03	\$0.00	\$72.24	N
	12/18/2020	2425329	COHV District Area	Investigate a Problem at a Lift Station; check LP2	\$12.00	\$47.64	\$0.03	\$0.00	\$59.67	N
	1/19/2021	2447853	COHV District Area	Billable Operations at a Lift Station (normal hours, after normal hours, weekends & holidays); install Oder block	\$8.00	\$32.34	\$0.03	\$0.00	\$40.37	N
				<b>General Maintenance &amp; Repairs Total</b>	<b>\$28.00</b>	<b>\$144.19</b>	<b>\$0.09</b>	<b>\$0.00</b>	<b>\$172.28</b>	
Preventative Maintenance										
	1/11/2021	2408412	COHV District Area	Six Month Check Valve PM (Mechanical) must verify work type; Sched#: 6390 SchedType: MECH DateSched: 12/01/20	\$474.52	\$407.40	\$16.21	\$0.00	\$898.13	N
				<b>Preventative Maintenance Total</b>	<b>\$474.52</b>	<b>\$407.40</b>	<b>\$16.21</b>	<b>\$0.00</b>	<b>\$898.13</b>	
				<b>LS1 Total</b>	<b>\$502.52</b>	<b>\$551.59</b>	<b>\$16.30</b>	<b>\$0.00</b>	<b>\$1,070.41</b>	
				<b>LS Total</b>	<b>\$502.52</b>	<b>\$551.59</b>	<b>\$16.30</b>	<b>\$0.00</b>	<b>\$1,070.41</b>	

Work Type / Sub Category	Date Complete	WO Number	Address	Task Details	Equipment Costs	Labor Costs	Materials/Other Service Costs	Sales Tax Total	Total Costs	B/C
<b>Maintenance, Sewer</b>										
General Maintenance & Repairs										
	1/5/2021	2435015	2 Hickory Shadows Dr	Investigate a Sewer System Problem; Investigate sewer backup, plumber found no issues on customer line	\$24.00	\$71.41	\$0.87	\$0.00	\$96.28	N
				<b>General Maintenance &amp; Repairs Total</b>	<b>\$24.00</b>	<b>\$71.41</b>	<b>\$0.87</b>	<b>\$0.00</b>	<b>\$96.28</b>	
				<b>MS Total</b>	<b>\$24.00</b>	<b>\$71.41</b>	<b>\$0.87</b>	<b>\$0.00</b>	<b>\$96.28</b>	
<b>Maintenance, Water</b>										
General Maintenance & Repairs										
	12/28/2020	2409562	COHV District Area	Flushing of a Water System; Monthly flushing	\$176.00	\$590.16	\$0.09	\$0.00	\$766.25	N
	12/20/2020	2424025	COHV District Area	Chlorine Residual in the Water System; weekend residuals 12/19-12/20	\$24.00	\$142.94	\$0.06	\$0.00	\$167.00	N
	12/17/2020	2424186	8 Hickory Shadows Dr	Repair, Replace or Adjust a Water Meter Box Assembly; replaced damaged box	\$24.00	\$73.77	\$21.86	\$0.00	\$119.63	N
	12/17/2020	2424187	10 Hickory Shadows Dr	Repair, Replace or Adjust a Water Meter Box Assembly; replaced damaged box	\$20.00	\$61.47	\$20.63	\$0.00	\$102.10	N
	12/21/2020	2426658	8001 Anadell St	Investigate a Water System Problem; low presser	\$8.00	\$31.76	\$0.03	\$0.00	\$39.79	N
	12/22/2020	2426902	8001 Anadell St	Investigate a Water System Problem; investigate low water pressure customer issue	\$12.00	\$36.88	\$0.03	\$0.00	\$48.91	N
	12/27/2020	2427418	COHV District Area	Chlorine Residual in the Water System; Weekend residuals for 12/26 - 12/27	\$52.00	\$417.35	\$0.12	\$0.00	\$469.47	N

Work Type / Sub Category	Date Complete	WO Number	Address	Task Details	Equipment Costs	Labor Costs	Materials/Other Service Costs	Sales Tax Total	Total Costs	B/C
	12/30/2020	2430388	19 Hickory Shadows Dr	Investigate Water System Leak; investigate for leaks	\$68.00	\$245.89	\$0.03	\$0.00	\$313.92	N
	12/30/2020	2430623	1131 Glourie Dr	Customer Move Out - Read Meter, Disconnect or Turn Off Service;	\$0.00	\$0.00	\$20.00	\$0.00	\$20.00	N
	12/30/2020	2430856	1131 Glourie Dr	Customer Move In - Read Meter, Reconnect or Turn On Service;	\$0.00	\$0.00	\$20.00	\$0.00	\$20.00	N
	1/3/2021	2431854	COHV District Area	Chlorine Residual in the Water System; weekend residuals 1/02-1/03	\$64.00	\$380.64	\$0.09	\$0.00	\$444.73	N
	1/10/2021	2438655	COHV District Area	Chlorine Residual in the Water System; weekend residuals for 1/9-1/10	\$20.00	\$160.52	\$0.06	\$0.00	\$180.58	N
	1/18/2021	2444198	COHV District Area	Chlorine Residual in the Water System; weekend residuals 1/16-1/17	\$36.00	\$218.34	\$0.09	\$0.00	\$254.43	N
				<b>General Maintenance &amp; Repairs Total</b>	<b>\$504.00</b>	<b>\$2,359.72</b>	<b>\$83.07</b>	<b>\$0.00</b>	<b>\$2,946.79</b>	
Lab Fees or Laboratory Sampling										
	12/17/2020	2406026	COHV District Area	Purchase Laboratory Services for Water System Asset; Water Utility Services, Inc	\$0.00	\$0.00	\$343.20	\$0.00	\$343.20	N
				<b>Lab Fees or Laboratory Sampling Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$343.20</b>	<b>\$0.00</b>	<b>\$343.20</b>	
Subcontract Services										
	11/28/2020	2382717	COHV District Area	Purchase Subcontracted Services for Water System; Magna Flow	\$0.00	\$0.00	\$2,896.91	\$0.00	\$2,896.91	N
				<b>Subcontract Services Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,896.91</b>	<b>\$0.00</b>	<b>\$2,896.91</b>	
				<b>MW Total</b>	<b>\$504.00</b>	<b>\$2,359.72</b>	<b>\$3,323.18</b>	<b>\$0.00</b>	<b>\$6,186.90</b>	
				<b>Invoice Total</b>	<b>\$1,030.52</b>	<b>\$2,982.72</b>	<b>\$3,340.34</b>	<b>\$0.00</b>	<b>\$7,353.58</b>	

## INFRAMARK Work Order

**District:** COHV    **WO#:** 2408412    **Dept:** 5740    **WO Type:** LS    **Resp:** MTX    **Issued:** 11/30/2020

**Asset ID/Description:** COHV-LS1/City of Hillshire Village Lift Station # 1  
110- West @ Wirt Rd at Ridgely Dr

**Activity Code/Description:** PM6MMCKLV/Six Month Check Valve PM (Mechanical) must verify work type

**Address/Location:** COHV District Area    **Sched:** 12/1/2020

**Additional Address/Location or Task Details:** Sched#: 6390 SchedType: MECH DateSched: 12/01/20

**Req By:**    **Assigned To:** Accounts Receivable    **GL Code:** 40800

**Utility Staking #:**    **UCC Start:**    **UCC End:**

**OLD Meter ID:**    **Read:**    **MIU:**    **Special Class:** Planned Maintenance

**NEW Meter ID:**    **Read:**    **MIU:**    **Gallons Flushed:**

**Date Complete:** 1/11/2021    **Attachments:** 3    **Backcharge To:**    **L-B-S:**

<u>Material / Inventory ID</u>	<u>Vendor / Description</u>	<u>PO# / P-Card</u>	<u>Qty</u>	<u>Price</u>
GL0002	Degreaser - Big Orange - Aerosol		0.25	\$3.61
HW0097	Knocker Loose		0.25	\$2.38
SA0043	Glove - Disposable - Nitrile - L		16.00	\$10.22

<u>Labor / Equipment ID</u>	<u>Job Class</u>	<u>Date</u>	<u>Hours</u>	<u>OT?</u>	<u>Price</u>
700322 - Jamiyah Mitchell		1/11/2021	4.00	N	\$193.81
605328 - Isaac Santos		1/11/2021	4.00	N	\$213.59
TX120167 - Crane Truck	CRNTRK	1/11/2021	4.00	N	\$208.00
CONFINGE - Confined Space Kit - General (Daily)	CONFINGE	1/11/2021	4.00	N	\$266.52

**Milestone:** Closed    **Invoice#:** 1132010    **Date Invoiced:** 1/30/2021    **Total Price:** \$898.13

**Mgr Rev Req:** No    **Bid Price:** \$0.00    **Manager Name:**    **Billing Notification:** No

**Field Comments:** Valve system off, disassemble check valve, clean thoroughly, reassemble check valve. Test and return to service.4" (2) bg 6 month check valve pm completed, cleaned out valves and returned system back in auto

**No Problem Found    Customer Responsibility    New WO    New Asset    Void WO/Reason:**













## INFRAMARK Work Order

**District:** COHV    **WO#:** 2409562    **Dept:** 5755    **WO Type:** MW    **Resp:** OPS    **Issued:** 12/1/2020

**Asset ID/Description:** /

**Activity Code/Description:** MWFLUSH/Flushing of a Water System

**Address/Location:** COHV District Area    **Sched:**

**Additional Address/Location or Task Details:** Monthly flushing

**Req By:** Clint A    **Assigned To:** Accounts Receivable    **GL Code:** 40500

**Utility Staking #:**    **UCC Start:**    **UCC End:**

**OLD Meter ID:**    **Read:**    **MIU:**    **Special Class:**

**NEW Meter ID:**    **Read:**    **MIU:**    **Gallons Flushed:** 67,500.00

**Date Complete:** 12/28/2020    **Attachments:** 3    **Backcharge To:**    **L-B-S:**

<u>Material / Inventory ID</u>	<u>Vendor / Description</u>	<u>PO# / P-Card</u>	<u>Qty</u>	<u>Price</u>
SA0018	Mask - Dust		0.13	\$0.03
SA0018	Mask - Dust		0.13	\$0.03
SA0018	Mask - Dust		0.13	\$0.03

<u>Labor / Equipment ID</u>	<u>Job Class</u>	<u>Date</u>	<u>Hours</u>	<u>OT?</u>	<u>Price</u>
605678 - Mickayla Trombley		12/21/2020	1.00	Y	\$73.77
605678 - Mickayla Trombley		12/21/2020	2.00	N	\$98.36
605678 - Mickayla Trombley		12/22/2020	4.00	N	\$196.72
605678 - Mickayla Trombley		12/28/2020	1.00	Y	\$73.77
605678 - Mickayla Trombley		12/28/2020	3.00	N	\$147.54
TX112443 - Utility Truck	UTLTRK	12/22/2020	4.00	N	\$64.00
TX112443 - Utility Truck	UTLTRK	12/21/2020	2.00	N	\$32.00
TX112443 - Utility Truck	UTLTRK	12/21/2020	1.00	N	\$16.00
TX112443 - Utility Truck	UTLTRK	12/28/2020	4.00	N	\$64.00

**Milestone:** Closed    **Invoice#:** 1132010    **Date Invoiced:** 1/30/2021    **Total Price:** \$766.25

**Mgr Rev Req:** No    **Bid Price:** \$0.00    **Manager Name:**    **Billing Notification:** No

**Field Comments:** Monthly flushing District Area.

**No Problem Found**    **Customer Responsibility**    **New WO**    **New Asset**    **Void WO/Reason:**



## INFRAMARK Work Order

**District:** COHV    **WO#:** 2424186    **Dept:** 5755    **WO Type:** MW    **Resp:** OPS    **Issued:** 12/18/2020

**Asset ID/Description:** /

**Activity Code/Description:** MWRPLMTRBX/Repair, Replace or Adjust a Water Meter Box Assembly

**Address/Location:** 8 Hickory Shadows Dr    **Sched:**

**Additional Address/Location or Task Details:** replaced damaged box

**Req By:** Mickayla Trombley    **Assigned To:** Accounts Receivable    **GL Code:** 40500

**Utility Staking #:**    **UCC Start:**    **UCC End:**

**OLD Meter ID:**    **Read:**    **MIU:**    **Special Class:**

**NEW Meter ID:**    **Read:**    **MIU:**    **Gallons Flushed:**

**Date Complete:** 12/17/2020    **Attachments:** 0    **Backcharge To:**    **L-B-S:**

<u>Material / Inventory ID</u>	<u>Vendor / Description</u>	<u>PO# / P-Card</u>	<u>Qty</u>	<u>Price</u>
SA0018	Mask - Dust		0.13	\$1.46
MB0009	Meter Box with Lid		1.00	\$20.40

<u>Labor / Equipment ID</u>	<u>Job Class</u>	<u>Date</u>	<u>Hours</u>	<u>OT?</u>	<u>Price</u>
605678 - Mickayla Trombley		12/17/2020	1.50	N	\$73.77
TX112443 - Utility Truck	UTLTRK	12/17/2020	1.50	N	\$24.00

**Milestone:** Closed    **Invoice#:** 1132010    **Date Invoiced:** 1/30/2021    **Total Price:** \$119.63

**Mgr Rev Req:** No    **Bid Price:** \$0.00    **Manager Name:**    **Billing Notification:** No

**Field Comments:** replaced damaged box lots of thick roots

**No Problem Found    Customer Responsibility    New WO    New Asset    Void WO/Reason:**

## INFRAMARK Work Order

**District:** COHV    **WO#:** 2424187    **Dept:** 5755    **WO Type:** MW    **Resp:** OPS    **Issued:** 12/18/2020

**Asset ID/Description:** /

**Activity Code/Description:** MWRPLMTRBX/Repair, Replace or Adjust a Water Meter Box Assembly

**Address/Location:** 10 Hickory Shadows Dr    **Sched:**

**Additional Address/Location or Task Details:** replaced damaged box

**Req By:** Mickayla Trombley    **Assigned To:** Accounts Receivable    **GL Code:** 40500

**Utility Staking #:**    **UCC Start:**    **UCC End:**

**OLD Meter ID:**    **Read:**    **MIU:**    **Special Class:**

**NEW Meter ID:**    **Read:**    **MIU:**    **Gallons Flushed:**

**Date Complete:** 12/17/2020    **Attachments:** 0    **Backcharge To:**    **L-B-S:**

<u>Material / Inventory ID</u>	<u>Vendor / Description</u>	<u>PO# / P-Card</u>	<u>Qty</u>	<u>Price</u>
MB0009	Meter Box with Lid		1.00	\$20.40
SA0018	Mask - Dust		1.00	\$0.23

<u>Labor / Equipment ID</u>	<u>Job Class</u>	<u>Date</u>	<u>Hours</u>	<u>OT?</u>	<u>Price</u>
605678 - Mickayla Trombley		12/17/2020	1.25	N	\$61.47
TX112443 - Utility Truck	UTLTRK	12/17/2020	1.25	N	\$20.00

**Milestone:** Closed    **Invoice#:** 1132010    **Date Invoiced:** 1/30/2021    **Total Price:** \$102.10

**Mgr Rev Req:** No    **Bid Price:** \$0.00    **Manager Name:**    **Billing Notification:** No

**Field Comments:** replaced damaged meter box lots of thick roots

**No Problem Found    Customer Responsibility    New WO    New Asset    Void WO/Reason:**











## INFRAMARK Work Order

**District:** COHV    **WO#:** 2430856    **Dept:** 5755    **WO Type:** MW    **Resp:** OPS    **Issued:** 12/29/2020

**Asset ID/Description:** /

**Activity Code/Description:** CSTONMVIN/Customer Move In - Read Meter, Reconnect or Turn On Service

**Address/Location:** 1131 Glourie Dr    **Sched:**

**Additional Address/Location or Task Details:**

**Req By:** Billing    **Assigned To:** Accounts Receivable    **GL Code:** 40500

**Utility Staking #:**    **UCC Start:**    **UCC End:**

**OLD Meter ID:** 86454460    **Read:** 1029.63    **MIU:**    **Special Class:**

**NEW Meter ID:**    **Read:**    **MIU:**    **Gallons Flushed:**

**Date Complete:** 12/30/2020    **Attachments:** 0    **Backcharge To:**    **L-B-S:**

<u>Material / Inventory ID</u>	<u>Vendor / Description</u>	<u>PO# / P-Card</u>	<u>Qty</u>	<u>Price</u>
SA0018	Mask - Dust		0.13	\$0.00
CSTONMVIN			1.00	\$20.00

<u>Labor / Equipment ID</u>	<u>Job Class</u>	<u>Date</u>	<u>Hours</u>	<u>OT?</u>	<u>Price</u>
605678 - Mickayla Trombley		12/30/2020	0.25	N	\$0.00
TX112443 - Utility Truck	UTLTRK	12/30/2020	0.25	N	\$0.00

**Milestone:** Closed    **Invoice#:** 1132010    **Date Invoiced:** 1/30/2021    **Total Price:** \$20.00

**Mgr Rev Req:** No    **Bid Price:** \$0.00    **Manager Name:**    **Billing Notification:** Yes

**Field Comments:** Read meter, turned service on and meter stopped.

**No Problem Found    Customer Responsibility    New WO    New Asset    Void WO/Reason:**

## INFRAMARK Work Order

**District:** COHV    **WO#:** 2431854    **Dept:** 5755    **WO Type:** MW    **Resp:** OPS    **Issued:** 12/31/2020

**Asset ID/Description:** /

**Activity Code/Description:** DCL2RES/Chlorine Residual in the Water System

**Address/Location:** COHV District Area    **Sched:**

**Additional Address/Location or Task Details:** weekend residuals 1/02-1/03

**Req By:** Carl West    **Assigned To:** Accounts Receivable    **GL Code:** 40500

**Utility Staking #:**    **UCC Start:**    **UCC End:**

**OLD Meter ID:**    **Read:**    **MIU:**    **Special Class:**

**NEW Meter ID:**    **Read:**    **MIU:**    **Gallons Flushed:**

**Date Complete:** 1/3/2021    **Attachments:** 0    **Backcharge To:**    **L-B-S:**

<u>Material / Inventory ID</u>	<u>Vendor / Description</u>	<u>PO# / P-Card</u>	<u>Qty</u>	<u>Price</u>
SA0018	Mask - Dust		0.13	\$0.03
SA0018	Mask - Dust		0.13	\$0.03
SA0018	Mask - Dust		0.13	\$0.03

<u>Labor / Equipment ID</u>	<u>Job Class</u>	<u>Date</u>	<u>Hours</u>	<u>OT?</u>	<u>Price</u>
604339 - Juan C Lara		1/1/2021	1.50	Y	\$142.74
604339 - Juan C Lara		1/2/2021	1.25	Y	\$118.95
604339 - Juan C Lara		1/3/2021	1.25	Y	\$118.95
TX112069 - Utility Truck	UTLTRK	1/3/2021	1.25	N	\$20.00
TX112069 - Utility Truck	UTLTRK	1/2/2021	1.25	N	\$20.00
TX112069 - Utility Truck	UTLTRK	1/1/2021	1.50	N	\$24.00

**Milestone:** Closed    **Invoice#:** 1132010    **Date Invoiced:** 1/30/2021    **Total Price:** \$444.73

**Mgr Rev Req:** No    **Bid Price:** \$0.00    **Manager Name:**    **Billing Notification:** No

**Field Comments:** Monitor Residuals on weekend. Read I/C'S 1/1/21 DR 3.50 POE 2.501/2/21 DR 2.90 POE 3.10DE 2.90 POE 2.20

**No Problem Found    Customer Responsibility    New WO    New Asset    Void WO/Reason:**







# Regular Council Meeting Minutes

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

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## 1. CALL TO ORDER

Mayor Herron called the City of Hilshire Village Regular Council Meeting to order at **6:32 P.M.** via teleconference due to COVID-19 and the need for social distancing.

**1.A.** The **invocation** was given by Council Member Schwarz.

**1.B.** **Pledge of Allegiance**

**1.C. Present were:** Mayor Herron, Council Member Gordy, Council Member Byrne, Council Member Carey, Mayor Pro Tem Maddock, and Council Member Schwarz. Also present was SVPD Captain Schulze, City Attorney Bounds, City Engineer Him, Administrator Blevins, and Assistant City Secretary Stephens.

2. CITIZEN'S COMMENTS: None

## 3. REPORTS TO COUNCIL:

**3.A. Police Report:** Captain Schulze was experiencing technical difficulties and was teleconferenced in via Administrator Blevins.

Mayor Pro Tem Maddock asked Captain Schulze about a white pickup truck parked near the Ridgeley Drive and Glourie Drive intersection. Captain Schulze said he was not aware of that particular vehicle but would have officers drive by tonight. Captain Schulze said in the month of December they issued ten (10) parking violation warning stickers, and three (3) have been issued so far this month.

Mayor Herron confirmed that the warnings will be issued until the end of January then repeat offenders will begin receiving tickets after January 31<sup>st</sup>.

## 4. DISCUSSION AND POSSIBLE ACTION

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

Mayor Pro Tem Maddock made a motion to approve the Proclamation recognizing the years of service and the loss of Ray Leiker, seconded by Council Member Schwarz.

Mayor Herron read the proclamation to the audience.

**A vote was taken to approve the motion approving the Proclamation recognizing the years of service and the loss of Ray Leiker.**

**The motion passed unanimously.**

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

Mayor Pro Tem Maddock made a motion to approve the Proclamation recognizing the years of service and the loss of Captain Craig Newman, seconded by Council Member Byrne.

Mayor Herron read the proclamation for the audience.

**A vote was taken to approve the motion approving the Proclamation recognizing the years of service and the loss of Captain Craig Newman.**

**The motion passed unanimously.**

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

Mayor Pro Tem Maddock made a motion to authorize staff to send email to residents seeking donations for Spring Valley Police Department's Legacy Fund, seconded by Council Member Byrne.

Captain Schulze said the Legacy Fund was started in 2019 to fund the K-9 program which includes the training for the dog and handler, the dog's food and outfitting a car. He said they are starting to look at replenishing the funds for new dogs to be trained in order to retire the current ones in a few years.

Administrator Blevins asked the Council if they wanted to create a budget item for the contributions or solicit donations from citizens.

Mayor Herron said the results with the dogs have been good and he is in support of contributing as a City so that the cost is distributed throughout the citizens.

Council Member Schwarz asked how Spring Valley will collect funds. Administrator Blevins answered that they send a city-wide email to the citizens.

Council Member Gordy said he thinks the citizens would contribute to a program like this and wants to give them the chance to do so individually.

Mayor Pro Tem Maddock said the budget needs to be looked at before the City can make a contribution.

Council Member Byrne said he would like to ask the citizens so that they are aware of the services, and they would appreciate it. Also, the civic club might be interested in helping as an organization.

Council Member Schwarz said he would be interested in seeing what the goal is and how much the citizens can get together and then the City can help with the remaining. Captain Schulze said he is not sure of the goal but can get with Assistant

Chief Dixon to find out the total cost.

**A vote was taken to approve the motion approving the staff to send email to residents seeking donations for Spring Valley Police Department's Legacy Fund.**

**The motion passed unanimously.**

## **5. REPORT TO COUNCIL-CON'T**

### **5.A. Building Official's Report:**

Administrator Blevins said there were no outstanding issues to report.

The City Council did not have any questions for the Building Official.

### **5.B. Engineer's Report:**

Engineer Him stated that 1322 and 1324 Pine Chase Grove and 1327 Glourie Drive sanitary sewer lateral was successfully installed right before the holidays.

He said the contractor completed the work on the new water and sewer services for the four (4) lots on Glourie Drive. Engineer Him stated that there were some restoration items discovered at the final inspection and they have also been completed.

## **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 per location with total cost \$5,617.08.**

Mayor Pro Tem Maddock made a motion to discuss and possibly approve the replacement of the Storz Fire Hydrant Pumper Connections throughout the City, seconded by Council Member Gordy.

City Administrator Blevins said the Fire Marshal requested that the City replace all of the fire hydrant connections. She said the quote is for a five-inch connection which is the size requested by the Fire Department. City Administrator Blevins said this was first discovered during the response to the fire at 8373 Westview Drive.

Council Member Gordy asked if the connectors would be brass and if the warranty lasts for the life of the fire hydrant. City Administrator Blevins said she was not sure.

Council Member Byrne said he was involved in the original research before the pandemic. He thought City Engineer Him had done an assessment and found that not all of the hydrants needed new connections. Council Member Byrne said he would like to postpone a vote for action until more research can be done on the type of equipment and installation costs. He said the Village Fire Department previously

stated that they would install the new connections. He asked Engineer Him to send the previous research that he had done for Ridgeley, Glourie, and a few other streets. Engineer Him said he would locate and send that information.

**Mayor Pro Tem Maddock amended his motion to table the item until next month's City Council Meeting to allow time for further research.**

**A vote was taken to approve the motion to table the item.**

**The motion passed unanimously.**

## **7. CLOSED EXECUTIVE SESSION**

**7.A.** The City Council did not convene into Executive Session.

## **8. DISCUSSION AND POSSIBLE ACTION**

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

Mayor Herron asked the Council how they wanted to proceed with this process, and if they would consider any of the applicants from the recent Board of Adjustments (BOA), Hilshire Village Cultural Education Facilities Finance Corporation (HVCEFFC) and Hilshire Village Higher Education Facilities Corporation (HVHEFC) vetting.

Council Member Byrne said former Alternate Fire Commissioner Leiker had a background and demeanor well suited to the position and was particularly helpful with the reconstruction of the Village Fire Station as he was an architect. He said he would like to spend time with the applicants to make sure that the needs of the Fire Commission and Fire Department are well taken care of. Council Member Byrne said that he would like to work with Mayor Pro Tem Maddock because he also has a history working with the Fire Department.

Mayor Herron suggested a sub-committee consisting of Mayor Pro Tem Maddock and Council Member Byrne to create a shortlist of candidates for Council to deliberate on.

Council Member Schwarz said he was impressed with more than one candidate during the recent interviews and would like to re-visit those interested parties to fill this vacant position.

Administrator Blevins asked if they are only going to talk to the recent applicants or send a notice of the vacant positions to all citizens. Council Member Byrne said he and Mayor Pro Tem Maddock could determine qualified candidates from the existing list of applicants and said he does not intend on starting the process all over again.

Mayor Pro Tem Maddock said the City has a good list of people and he does not think the City will have to look outside that list. He said this position would be a good step toward a position on City Council.

Council Member Carey said there were two (2) outstanding candidates that applied for the BOA but were not chosen: Cali Schwarz and Justin Crawford. Administrator Blevins said Justin Crawford was chosen for the HVCEFFC which does not meet very often. Council Member Carey suggested Cali Schwarz but would need to confirm if she was still interested.

Council Member Carey will contact Justin Crawford and Council Member Schwarz will ask Cali Schwarz if she is interested. Council Member Byrne and Mayor Pro Tem Maddock will focus on the Alternate Fire Commissioner candidates.

#### **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**

**Budget Planning and Optimization:** Mayor Herron said we are entering into a year in which money is tough for a lot of people. He said there is a large percentage of the City's budget that is not in the City's control but he would like to see if there are any areas where the City can reduce some costs.

**Status of Outstanding Loans:** Mayor Herron said the City is paying interest on loans for past infrastructure projects and posed whether paying off the loan would be more financially beneficial than maintaining those accounts.

**Infrastructure Maintenance and Enhancement:** Mayor Herron stated that Hickory Shadows Drive and Hilshire Green Drive have not had roadwork done like the rest of the City. He said those upcoming repairs need to be budgeted for.

**Editing and Clarification of Code of Ordinances:** Mayor Herron said progress has been made on the Code of Ordinances but there is still work to be done. He said there are some items in the draft phase from the Planning and Zoning Committee. Mayor Herron also said an attorney may need to go through the entire code to see if the articles work together and produce the outcome intended by the Council. He said he has been frustrated lately with things that he thought were addressed in an ordinance only to find out that there were still legal ambiguities.

Mayor Pro Tem Maddock said that the list is already in priority order. He said the budget is the top priority and ordinance review is a never-ending project.

Administrator Blevins said the City needs to have six (6) months of reserves which is \$600,000.

Council Member Carey asked when the new budget review starts. Mayor Herron said it is an extensive process that starts in July.

Council Member Gordy said we have a list of priorities for the infrastructure project, most of which have been executed and so we need to look at the future projects and see how far out they are. He stated that we might need additional financing; the City doesn't have enough funds to pay for these expensive projects. He stated that the amount we would get from refinancing would not be enough. Council Member Gordy said a lot has been done to the ordinances, tough ordinances like the Tree and Street

Parking Ordinance are now in effect. He said it is difficult to go through the process and compromise but Council should continue to look at issues as they arise.

Mayor Herron said that he feels the ordinances have been significantly improved and that a legal team can now review to ensure that the spirit of the ordinances is captured in the language. Attorney Bounds said it is nearly impossible to capture the spirit of all of the Council Members in the language of an ordinance. He said that is why cities have Zoning Board of Adjustments which can determine a ruling on a case-by-case basis. He said it is hard to encompass exactly what the Council wants and he would not be able to produce an ordinance that would address all the variations of the issue.

Administrator Blevins said the entire code needs to be cleaned up as there are duplicate entries and outdated information in it. She said legal assistants could do it. Attorney Bounds said he has participated in groups like that and Municode has a service and it is a very time-consuming process.

Council Member Gordy said he thinks Council should address issues as they come up. Mayor Herron said the problem with that method is that the ordinance is a result of a situation already happening. He said there are issues throughout the City that are examples of judgment calls on the ordinances. Council Member Gordy said that is the way it is done in every city; it all comes down to someone making a decision.

Council Member Byrne said he agrees with refinancing with the possibility of interest rates changing and to go back to the budget to see if there are areas that can be improved. He said regarding the ordinances, he is a member of the Planning and Zoning Committee which has identified areas most important to Council.

Mayor Herron summarized the conversation that the infrastructure focus should be Hilshire Green and the budget should be analyzed closely.

Council Member Gordy said he would be interested in continuing the sidewalk from Ridgeley to the Wirt Road intersection south to the Hickory Shadows Park. Council Member Carey said he would support the sidewalk but asked if there was space for it. Council Member Gordy said there is a telephone pole that might be able to be moved but most of the way there is enough space.

## **9. REPORTS TO COUNCIL**

### **9.A. Fire Commissioner's Report**

Commissioner Byrne stated that the new pumper truck is in service. The total incidents for the year 2020 were 17 Fire and 34 EMS and the department is well within the national requirements for the department's Class 1 status.

Commissioner Byrne reviewed highlights of the last year's report compared to the figures from 2019. He said the most common hospital transfer is to Memorial Hermann, and 58 percent of carried patients are over the age of 50. He said the average travel time to the hospital was 12 minutes. Commissioner Byrne stated that the average response time to the truck is 50 seconds, and 31 percent of homes now

have fire sprinkler systems.

Commissioner Byrne said almost all of the demolition of the main fire station is complete without any major surprises and he said they started slab cutting yesterday. He also stated that the project was on schedule and the steering committee had a presentation from the design team because of some items they found in phase one.

### **9.B. Mayor Herron's Report**

Mayor Herron reminded Council that the New Year does not signal the end of the pandemic, but the beginning of the end, and we should all continue to socially distance.

### **9.C. City Administrator's Report: Complaint & Issues Report, Consent Agenda, Grant, Audit, Election, Verizon Agreement - Cell Nodes**

Administrator Blevins said we received full reimbursement for the CARES Act Grant. She said there is a rumor that there may be an extension where we can still send in receipts but she has not confirmed that. Administrator Blevins said the computer hardware and software has been received and are being prepared for distribution.

Administrator Blevins said the annual audit is underway.

Administrator Blevins said that the election packets are ready at the city office and have been posted online.

Administrator Blevins said an assistant to Attorney Bounds is helping with the Verizon Cell Nodes Agreement. She stated it will be brought to the Council next month as an action item. Council Member Byrne said he has several comments on the agreement that he would like to review with Administrator Blevins and the attorney. Attorney Bounds said the Texas Legislature has imposed some rules on cities that affects this agreement. Council Member Gordy said the rendering appeared to have the poles close to the roadway and he would like to see it further back. Administrator Blevins said she has already made that comment and understands the concern. Council Member Schwarz asked if other providers will be added to the poles as well. City Administrator Blevins said they would have to sign a mutual agreement with Verizon. Mayor Herron asked if the poles would be made of wood. Administrator Blevins said they are going to try to use the existing poles but any new ones would be metal.

Administrator Blevins said the agreement for the election equipment should be ready soon.

Council Member Carey said there were a number of complaints on the log from citizens regarding parking violation warnings who said they were not aware of the changes. Administrator Blevins responded that sometimes homeowners don't read the emails sent out but there have been other methods of contact sent as well. Assistant City Secretary Stephens said after educating the caller there has not been

any push back and no further issues from that address. She said one temporary parking permit has been issued and it was an easy process.

#### **9.D. Treasurer's Report**

Administrator Blevins said that the Investment Policy is the same as last year, there have been no changes.

### **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**

Mayor Pro Tem Maddock made a motion to approve the Consent Agenda as presented to Council, seconded by Council Member Byrne.

**A vote was taken to approve the motion to approve the Consent Agenda as presented to Council.**

The motion passed unanimously.

#### **11. ADDITIONAL COUNCIL COMMENTS: None**

#### **12. FUTURE AGENDA TOPICS**

#### **13. ANNOUNCEMENTS: None**

#### **14. ADJOURNMENT**

Council Member Byrne made a motion to adjourn the meeting, seconded by Mayor Pro Tem Maddock.

**A vote was taken to approve the motion to adjourn the meeting.**

**The motion passed unanimously.**

**The meeting was adjourned at 8:22 P.M.**

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Russell Herron, Mayor

ATTEST:

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Susan Blevins, City Secretary

CITY OF HILSHIRE VILLAGE  
Check Register

For the Period From Jan 1, 2021 to Jan 31, 2021

Filter Criteria includes: Report order is by Check Number.

Check #	Date	Payee	Cash Account	Amount
8413	1/4/21	Waste Corporation of Tex	11114	6,799.59
8414	1/4/21	Village Fire Department	11114	26,104.93
8415	1/4/21	Villages Mutual Insurance	11114	1,676.99
8416	1/12/21	Sanchez Landscaping	11114	280.00
8417	1/12/21	Centerpoint-Energy	11114	39.67
8418	1/20/21	Amegy Bank	11114	835.26
8419	1/20/21	BBG Consulting	11114	2,750.00
8420	1/20/21	Olson & Olson, Attys at L	11114	1,185.00
8421	1/20/21	A T & T	11114	85.25
8422	1/20/21	Hudson Energy Services L	11114	477.48
8423	1/20/21	Vital Records Control	11114	151.70
8424	1/21/21	City of Hilshire Village	11114	845.95
8425	1/26/21	A T & T	11114	388.61
ACH 01-04-21	1/4/21	Sprg.Valley GenFund- Pol	11114	43,502.50
ACH 01-15-21	1/15/21	Susan N. Blevins	11114	3,013.07
ACH 01-29-21	1/29/21	Susan N. Blevins	11114	3,013.07
ACH1 01-29-21	1/29/21	Cassandra L. Stephens	11114	1,476.42
ACH1-01-15-21	1/15/21	Cassandra L. Stephens	11114	1,617.50
ELECTRONIC	1/18/21	State Comptroller	11114	1,108.68
ELECTRONIC 01-	1/29/21	Internal Revenue Service	11114	1,749.86
Total				<u>97,101.53</u>

## CITY OF HILSHIRE VILLAGE - UTILITY FUND

## Check Register

For the Period From Jan 1, 2021 to Jan 31, 2022

Filter Criteria includes: Report order is by Check Number.

Check #	Date	Payee	Cash Account	Amount
3948	1/4/21	Cityof Houston#7099-300	11012	14,678.27
3949	1/4/21	Inframark, LLC	11012	2,000.00
3950	1/4/21	A T & T	11012	262.32
3951	1/4/21	Texas Excavation Safety S	11012	19.00
3952	1/8/21	City of Hilshire Village	11012	14,529.60
3953	1/12/21	Hudson Energy Services L	11012	22.65
3954	1/12/21	City of Houston, Public W	11012	15,599.04
3955	1/20/21	Texas Excavation Safety S	11012	14.25
3956	1/20/21	Inframark, LLC	11012	1,766.31
3957	1/20/21	T-Construction LLC	11012	12,715.00
3958	1/26/21	MHI Partnership LTD	11012	312.54
3959	1/26/21	Carl Benjamin	11012	500.00
3960	1/26/21	Phan Khanh	11012	152.18
3961	1/26/21	Robert Swanson	11012	469.65
3962	1/26/21	James Pittman	11012	367.89
3963	1/26/21	Hyon Sik Kang	11012	453.59
3964	1/26/21	MJC Enterprise	11012	306.50
3965	2/1/21	Cityof Houston#7099-300	11012	11,351.46
3966	2/2/21	Brock Griffiths	11012	2,394.50
3967	2/9/21	Hudson Energy Services L	11012	20.94
3968	2/9/21	A T & T	11012	265.02
3969	2/9/21	Inframark, LLC	11012	1,777.84
3970	2/9/21	Finial Development & Con	11012	153.50
3971	2/9/21	Kathie Ong	11012	500.00
Total				<u>80,632.05</u>

Reporting Period 1st Quarter FYE 2021 (using actual bank statements)

Values as of 31-Dec-20

<u>Investments</u>			<u>Market Value as of 9/30/20</u>	<u>% Int</u>	<u>Market Value as of 12/31/20</u>	<u>Maturity</u>	<u>Account Name</u>
Petty Cash					\$250.00		Operating
Checking Account	2500702761	Amegy Bank	\$101,148.64	0.01%	\$128,163.55		General Operating Fund
Checking Account	3692515	Amegy Bank	\$664.92	0.01%	\$122,866.59		Debt Service Account
Checking Account	2500702795	Amegy Bank	\$384,842.82	0.01%	\$390,596.07		Utility Fund
<b>Total Checking Accounts</b>			<b>\$486,656.38</b>		<b>\$641,876.21</b>		
Savings Account	2500702803	Amegy Bank	\$204,026.14	0.01%	\$280,479.33		Savings Metro 1
Savings Account	2500702787	Amegy Bank	\$212,841.81	0.01%	\$321,241.59		General Fund
Savings Account	53740293	Amegy Bank	\$6,003.59	0.01%	\$6,003.67		Child Safety
<b>Total Savings Account</b>			<b>\$422,871.54</b>		<b>\$607,724.59</b>		
CDARS		Amegy Bank	\$1,000,000.00	0.06%	\$1,000,000.00	12/9/2021	General Fund
Interest Accrued					\$36.14		
<b>Total CD's</b>			<b>\$1,000,000.00</b>		<b>\$1,000,036.14</b>		
Tex Pool		Tex Pool	\$57,050.88	0.01%	\$57,067.50		Metro # 1
<b>Total Tex Pool</b>			<b>\$57,050.88</b>		<b>\$57,067.50</b>		
<b>Total Investments</b>			<b>\$1,966,578.80</b>		<b>\$2,306,704.44</b>		

These investments are in compliance with the investment policy of the City of Hilshire Village  
 And with the relevant provisions of Chapter 2256 of the Texas Government Code.

*Susan Blevins*

**Susan Blevins**      **1/29/2021**